

PRODUCT ADVISORY TERMS OF PARTICIPATION

Last updated: July 28, 2020

If you have elected to participate in the Classy Client Advisory Council or an Individual Product Testing Project (collectively, "Research Projects"), then these Product Advisory Terms of Participation (this "Agreement") shall apply to you at all times during your participation in such council, panel, or project. As used herein, the terms "you" and "Recipient" refer to both you on an individual capacity and the organization or entity with whom you are associated in the context of entering into this Agreement.

You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to you by Classy; (b) where a link to this Agreement appears in an order form, schedule, or other document provided to you by Classy, by signing such document; or (c) signing this Agreement, if there is a designated area to sign. You may not accept this Agreement if (i) you are not at least eighteen (18) years of age, or (ii) you are a person barred from using Classy's products or services under the laws of the U.S. or other countries, including the country in which you are a resident. You may not participate in a Classy Product Advisory Council or an individual Product Testing Project if you do not accept this Agreement. By accepting this Agreement, you agree as follows:

A. How Our Research Projects Work

i. *The Client Advisory Council* - The Client Advisory Council operates on an ongoing basis and is designed to solicit general feedback about Classy's products and services through surveys, panels, telephone and/or video interviewers. If you are a member of the Client Advisory Council, then we may reach out to you from time to time, using the email address you provided when you registered for the panel, to invite you to participate in individual studies (each a "Study" and together the "Studies"). We will notify you in advance if your participation in an individual Study requires you to use a telephone, computer or other device. Participation in each individual Study is voluntary and you may accept or decline to participate as you wish. Declining to participate in an individual Study does not automatically terminate your participation in the Client Advisory Council. If you would like to terminate your participation so that you are no longer notified about upcoming Studies, please follow the instructions under "Cancelling Your Participation" below.

ii. *Individual Product Testing Projects* - Individual Research Projects are formed from time to time to allow us to focus a bit more deeply on a particular aspect our product offering. These are "one time" Research Projects and participants are not automatically enrolled in our ongoing Client Advisory Council. We will notify you in advance if your participation in a Research Project requires you to use a telephone, computer or other device, whether in-person attendance is required for participation and, if so, the location of such in-person event.

iii. *Beta Tests* - From time to time, Classy may make available, to some or all of its customers, new or modified products, or features or functionalities of existing products, which are designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a similar description ("Beta Products"), prior to their general release. Beta Products are intended for evaluation purposes only and not for production use (unless otherwise stated expressly by Classy, in writing), are not supported by Classy, and may be subject to additional terms. If you have an existing agreement with Classy that addresses Beta Products, that agreement will govern such use. Classy may discontinue Beta Products at any time in its sole discretion and may never make them generally available. Classy will have no liability for any harm or damage arising out Client's use of a Beta Products. The Beta Products, and all documentation or other materials that may be provided to you in connection with your participation in the beta test are the Confidential Information (as defined below). Unless you have received our express written permission, you may not publish or otherwise publicly disclose information related to the Beta

Products; or modify, disassemble, decompile or reverse engineer the Beta Products or any portion thereof. Classy is under no obligation to publicly release a Beta Product and access to a Beta Product may be withdrawn at any time in Classy's sole discretion.

B. Information We Collect and How We Use It

i. *Registration Information* - When you register for or participate in the Classy Advisory Council or an individual Research Project, you will be asked to provide certain information, including but not limited to your name and email address and certain demographic information. Our use of any information you provide to us in connection with your registration shall at all times be subject to the provisions of [Classy's Privacy Policy](#).

ii. *Recordings and Other Research Content* - If the activity you are involved in as part of the Research Project involves an interview (either in person or via a computer or telephone system) that interview may be recorded. We may use these recordings, as well as your responses to any question asked in connection with your participation, including your answers to any multiple choice question and quotes from any oral or written response (together, the "Research Materials"), for purposes of our research and in connection with the publication and marketing of research results. You may be asked to utilize a special workspace, either in Slack, Classy or another tool, in order to participate in the Research Project. You agree not to provide your password or login information to the workspace to anyone else and you further understand and agree that the workspace is confidential to Classy, contains the Confidential Information of Classy, and is only to be used for the purposes of the Research Project in which you are participating.

iii. *Usage Rights* - Should you choose to submit any ideas, suggestions, documents, and/or proposals ("Submissions") to Classy through any of its media, you acknowledge and agree that: (a) your Submissions and Research Materials do not contain confidential or proprietary information; (b) Classy is not under any obligation of confidentiality, express or implied, with respect to the Submissions or Research Materials; (c) Classy shall be entitled to use or disclose (or choose not to use or disclose) such Submissions or Research Materials for any purpose, in any way, in any media worldwide; (d) Classy may have something similar to the Submissions and Research Materials already under consideration or in development; (e) you hereby grant to Classy an irrevocable, transferable, worldwide, and perpetual license to use the Submissions and Research Materials for any purpose whatsoever, without any obligation of Classy to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Classy under any circumstances.

C. Release

You hereby authorize Classy to use, reproduce and/or publish the Research Materials and Submissions. You understand that the Research Materials and Submission may be used with or without compensation from Classy and that they may be used for the development, marketing and promotion of Classy and its products in multimedia and print materials and in any other distribution media chosen by Classy. You further grant to Classy any and all right, title and interest that you may have in and to the Research Materials, including the right to sublicense or transfer the Research Materials for marketing, communications or advertising purposes as Classy sees fit.

D. Cancelling Your Participation

You may cancel your participation in the Research Project at any time by emailing us at support@classy.org.

E. Confidential Information

i. "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information, including without limitation patent, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Classy, and includes, without limitation, its respective information concerning product and feature plans, research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information.

ii. The Recipient agrees that it will not make use of, disseminate, or in any way disclose any Confidential Information of Classy to any person, firm or business, except to the extent necessary for negotiations, discussions and consultations with personnel or authorized representatives of the Recipient and any purpose the Classy may hereafter authorize in writing. Furthermore, the existence of any business discussions, negotiations or agreements in progress between the parties shall be deemed to be Confidential Information and shall not be released to any form of public media without approval of both parties.

iii. The Recipient agrees that it shall disclose Confidential Information of Classy only to those of advisors of Recipient who need to know such information and who have previously agreed, either as a condition to employment or service or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement.

iv. The Recipient agrees that it shall treat all Confidential Information of Classy with the same degree of care as it accords to its own Confidential Information, and the Recipient represents and warrants that it exercises reasonable care to protect its own Confidential Information.

v. The Recipient agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of Classy, unless Classy gives specific permission by means of prior written consent.

vi. The Recipient's obligations under subsections ii, iii and iv with respect to any portion of Classy's Confidential Information shall terminate when the Recipient can document that: (a) such information was generally known to the public at the time it was communicated to the Recipient by Classy; (b) such information became generally known to the public subsequent to the time it was communicated to the Recipient through no fault of the Recipient; (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by Classy (as shown by the Recipient's files and records as of the time of disclosure); (d) it was rightfully communicated to the Recipient by a third party free of any obligation of confidence subsequent to the time that it was communicated to the Recipient by Classy; (e) it was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by Classy; or (f) the communication was in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement (provided that the Recipient has provided Classy with a reasonable opportunity to seek protective legal treatment for such Confidential Information).

vii. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs and lists) furnished to the Recipient by Classy shall remain the property of Classy and shall be returned to it promptly at its request, together with any copies thereof.

viii. Neither party shall communicate any information to the other in violation of the proprietary (including contractual) rights of any third party.

ix. The parties acknowledge that due to the highly sensitive nature of the Confidential Information the Recipient shall not use the Confidential Information for any purpose other than discussion purposes and the Recipient represents that it does not intend to engage in the business of online event registration.

x. This Agreement shall govern all communications between the parties that are made during the period from the effective date of this Agreement for each Research Project in which Recipient participates. Recipient shall maintain the confidentiality of all Confidential Information received hereunder in accordance with the terms of this Agreement for a period of five (5) years following the receipt of or access to such Confidential Information. Notwithstanding the foregoing, the expiration of such term shall have no effect on information protected as a 'trade secret' of Classy in which case, the duties hereunder shall continue on the receiving party until such information no longer is afforded such protection.

F. Miscellaneous

i. The Recipient shall not acquire any licenses under any intellectual property rights of Classy under this Agreement.

ii. The Recipient shall not export, directly or indirectly, any technical data acquired from Classy pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

iii. TO THE EXTENT PERMITTED BY APPLICABLE LAW, RECIPIENT ACKNOWLEDGES AND AGREES THAT THE CONFIDENTIAL INFORMATION AND BETA PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CLASSY, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE CONFIDENTIAL INFORMATION AND BETA PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE CONFIDENTIAL INFORMATION AND BETA PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL OR ANY ERRORS WILL BE CORRECTED OR THAT THE CONFIDENTIAL INFORMATION AND BETA PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; AND (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

iv. CLASSY WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE) ARISING OUT OF THIS AGREEMENT, INCLUDING DAMAGES FOR LOST PROFITS OR REVENUE, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT CLASSY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLASSY'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO USD\$1,000.

v. The Recipient shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of Classy.

vi. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. The sole jurisdiction and venue for any dispute arising under this Agreement shall be the state and federal courts located in San Diego, CA, and each party to this Agreement hereby submits to such jurisdiction and venue.

vii. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

viii. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, or by certified or registered mail (or equivalent with tracking), and shall be

deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

ix. The Recipient acknowledges and agrees that irreparable injury may result to Classy if the Recipient breaches the provisions of this Agreement and that damages may be an inadequate remedy in respect of such breach. The Recipient agrees in advance that, in the event of such breach, Classy shall be entitled, in addition to such other remedies, damages and relief as may be available under applicable law, to the granting of injunctive relief in Classy's favor.

x. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. In the event of a dispute or a claim by a party to enforce its rights under this Agreement, the losing party shall pay all of the prevailing party's reasonable legal fees. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees.