RNL Standard Application Service Provider Terms and Conditions

The following terms and conditions ("**ASP Terms**") apply to AL Chat™, Scalefunder® Crowdfunding and Giving Day modules, RNL Engage®, and Quadwrangle® ("**Software**"). Any terms or phrases undefined in these ASP Terms will have the meaning given them in the Agreement, and in the event of any conflict or ambiguity between the ASP Terms and the Agreement, the ASP Terms will govern and control. RNL reserves the right to modify these ASP Terms at any time.

A. **License.**

i. **License Grant.** Subject to the terms and conditions of the Agreement, RNL grants to Client a non-exclusive, non-transferable, time-limited, scope-restricted license during the Term, solely for Client's internal business purposes: (a) to access the features and functions of the Software; (b) to access, use, perform, and digitally display the Software in accordance with the technical materials describing the use and operation of the Software ("**Documentation**"); and (c) to use and reproduce a reasonable number of copies of the Documentation solely to support Client's use of the Software.

ii. **Ownership.** The Software and Documentation, including but not limited to all manuals, reports, records, programs, data, and all patents, copyrights, trademarks, service marks, trade dress, software, processes, materials, inventions, designs, code, and works of authorship, including derivatives ("**Intellectual Property**") in each of the foregoing, are the exclusive property of RNL and its suppliers. All Intellectual Property rights not expressly granted to Client by these ASP Terms are reserved by RNL and its suppliers.

iii. **Limitations.** Client agrees that it will not: (a) permit any other party to use or access the Software or Documentation; (b) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed by these ASP Terms; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Software or Documentation to any third party; and (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure, or organization) of the Software. Client acknowledges and agrees that the Software and Documentation will not be used, and are not licensed for use, in connection with any of Client's time-critical or mission-critical functions.

iv. **Data**. In connection with the operation of the Software, RNL may collect and/or receive Client provided data ("**Client Data**"). Client Data may be: (a) used in conjunction with the Software; (b) used for business purposes by RNL, including but not limited to product development, optimization, forecasting, and analytics; and (c) used and disclosed externally on an anonymous or aggregated basis, for consulting purposes or as part of case studies or similar published materials.

B. **Client Content.**

i. **License; Ownership.** Client grants RNL a non-exclusive, non-transferable, time- limited, scope-restricted, worldwide, royalty-free, and fully paid license to use Client provided trademarks, service marks, designs, copyrighted materials, and works of authorship ("**Client Content**") as necessary for purposes of providing the Software. All rights in and to the Client Content not expressly granted to RNL in this Agreement are reserved by Client.

ii. **Client Warranty.** Client represents and warrants that any Client Content will not: (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; or (d) contain any viruses, worms or other malicious computer programming codes intended to damage any system or data. RNL is not obligated to back up any Client Content; the Client is solely responsible for creating backup copies of any Client Content at Client's sole cost and expense. Client agrees that any use of the Software contrary to or in violation of the representations and warranties of Client in this section constitutes unauthorized and improper use of the Software.

C. **Warranties and Disclaimers.**

i. **Limited Warranty.** RNL warrants that:

a. Notwithstanding anything in the Agreement to the contrary, and in addition to any warranty in the Agreement, RNL will provide the Software in a professional and workmanlike manner substantially consistent with general industry standards for substantially similar providers of substantially similar services.

b. The Software will not infringe on the Intellectual Property rights of any third-party.

ii. **Limited Remedies.**

a. Provided that Client notifies RNL in writing of any breach of the foregoing warranty during the Term, as Client's sole and exclusive remedy, Client may either: (1) accept the support provided as set forth in these ASP Terms; or (2) terminate its use of the Software giving rise to the breach and request a pro-rata refund of the fees paid by Client for such Software. This warranty gives Client specific legal rights, and Client may also have other rights which vary from

jurisdiction to jurisdiction.

b. Subject to the limitations of the Agreement, in the event that the Software is determined to infringe upon the proprietary rights of a third-party, RNL agrees, at its option, to: (1) procure for Client the right to continue using the Software; (2) replace or modify the Software to make it non-infringing while retaining the original functionality; or (3) discontinue access to the Software, or a portion thereof, and refund to Client the annual fee for such Software, less a reasonable charge for use to termination date.

iii. **Disclaimer.** THE LIMITED WARRANTY SET FORTH IN THIS SECTION IS MADE FOR THE BENEFIT OF CLIENT ONLY. SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. RNL IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DOCUMENTATION AND SOFTWARE ARE PROVIDED "AS IS," AND RNL MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. RNL DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

D. **Service Provision.**

i. **Usernames and Passwords.** RNL will provide a username and password to enable each individual licensed user ("**Named User**") to access the Software and Documentation pursuant to the Agreement. RNL reserves the right to change or update usernames and passwords in RNL's sole discretion from time to time. Each username and password may only be used to access the Software and Documentation during one (1) concurrent login session. Client: (a) will provide to RNL information and other assistance as necessary to enable RNL to establish usernames for Named Users; (b) will verify all Named User requests for account passwords; (c) is responsible for maintaining the confidentiality of all usernames and passwords; (d) is solely responsible for all activities that occur under these usernames; (e) agrees not to allow a third party to use its account, usernames, or passwords at any time; and (f) agrees to notify RNL promptly of any actual or suspected unauthorized use of its account, usernames, passwords, or any other breach or suspected breach of the Agreement. RNL reserves the right to terminate any username and password that RNL reasonably

determines may have been used by an unauthorized third party. Client is responsible for monitoring and maintaining its use within the foregoing parameters. RNL or its agents may audit applicable records in order to verify Client's compliance with the Named User parameters. Client permits RNL to publicly reference Client as a RNL client from this date through the end of the Term.

ii. **Support:** During the Term, support provided to Client will comprise the following:

a. **Errors.** RNL will use commercially reasonable efforts to fix reproducible failures of the Software to substantially conform to the Documentation ("**Errors**") in the Software reported by Client in writing to RNL.

b. **Improvements/Fixes.** During the Term, RNL may, in its sole discretion, provide Client with updates, upgrades, enhancements, and any other improvements to the Software.

iii. **Exclusions.** RNL will have no responsibility or liability of any kind, whether for breach of warranty or otherwise, arising or resulting from: (a) Client's use of any version of the Software other than the then-current unmodified version provided to Client; (b) any problems which are not Errors; (c) problems caused by failed Internet connections or other hardware, software, or equipment which is not owned, controlled, or operated by RNL; (d) nonconformities resulting from misuse, abuse, negligence, or improper or unauthorized use of all or any part of the Software or Documentation; (e) problems or Errors caused by Client's or other third party's products, services, or equipment; or (f) modification, amendment, revision, or change to the Software by any party other than RNL or RNL-authorized representatives. Any use of or reliance on data or data output contained in the Software is Client's sole responsibility.

iv. **Client Responsibilities.** It will be Client's sole responsibility to perform those specific services that are necessary to establish Client's use of the Documentation and Software. This includes, but is not limited to: (a) providing information necessary to setup accounts; (b) designating users to participate in training; and (c) undertaking all necessary internal measures to maintain independent archival and backup copies of Client Data.

v. **Acceptance.** The Software will be deemed accepted upon the delivery of the first username and password to Client unless Client gives notice of objection within five (5) business days. If usernames and passwords have been issued to Client prior to the Start Date, the Software will be deemed accepted on the Start Date.

E. **Miscellaneous.**

i. **Audit.** Client will permit RNL or its

representatives to review Client's relevant records and inspect Client's facilities to ensure compliance with ASP Terms. RNL will give Client at least ten (10) days advance notice of any such inspection and will conduct such audit during normal business hours in a manner that does not unreasonably interfere with Client's normal operations. If any such audit should disclose any underpayment of fees, Client will promptly pay RNL such underpaid amount. If the amount of such underpayment exceeds five percent (5%) of fees actually paid during the audited period, Client will also pay RNL for RNL's expenses associated with such audit.

      ii.   **Beta Offerings.** From time to time, RNL may make certain prerelease functionalities which have not been completely tested and may contain defects or deficiencies ("**Beta Offerings**") available to Client. Client may choose to use Beta Offering(s), however such use is undertaken entirely at Client's risk. RNL may discontinue Beta Offering(s) at any time, in its sole discretion, or decide not to make Beta Offering(s) generally available.

      iii.   **Personalized Video.** In the event Client utilizes the ThankView personalized video platform as part of RNL Engage, Client hereby agrees to the RNL Personalized Video: ThankView Terms of Use found at ruffalonl.com/documentation.

      iv.   **Texting**.

      a.   **Use Restrictions.** Client represents and warrants that Client will follow all applicable laws and regulations governing the use of the Software, comply with carrier requirements and industry standards found at twilio.com/en-us/legal/aup and help.twilio.com/articles/223134707-Industry-Standards-for-opt-ins-for-US-Short-Codes, and will not use the Software in any way that: (1) is illegal; or (2) violates any person's rights. Prohibited uses of Software include but are not limited to: sending messages that are obscene, libelous, defamatory, fraudulent, discriminatory, or abusive; sending messages that are unsuitable for minors; sending messages that promote, incite, or instruct on criminal behavior; sending messages that are false, misleading, or deceptive; sending messages that infringe on the intellectual property or privacy rights of third parties; and sending messages that are otherwise unlawful. Violation of these terms may result in termination or suspension of the Software and may also result in civil, criminal, or administrative liability or penalties against Client. Although RNL has no obligation to monitor Client's use of the Software, RNL may do so and may prohibit any use of the Software which RNL reasonably believes may be in violation of these ASP Terms or applicable law. Client agrees to immediately honor any opt-out request (including without limitation any messages in which a recipient says STOP, do not text me, or otherwise indicates their desire to no longer receive text messages), and desist from sending any further message following receipt of any such opt-out request.

      b.   In the event Client utilizes the Cadence texting platform as part of RNL Engage, Client hereby agrees to the Cadence Texting Platform – End User License Agreement found at ruffalonl.com/documentation.