

Vivun Inc. - User Terms of Service

These User Terms of Service (the “**User Terms**”) govern your access and use of the software solutions owned by Vivun as well as any other products or services received from Vivun and its associated applications and website, by Customer, whether on a free or paid basis (the “**Services**”). Please read them carefully. Any, every and all access to the Services by any party, whether individual or collected, is governed by these User Terms. We are glad to have you here!

These User Terms are a legally binding contract between you and us. As part of these User Terms, you agree to comply with the most recent versions of our Privacy Policy and Master Services Agreement, (collectively “Governing Policies”) which is incorporated by reference into these User Terms. If you access or use the Services, or continue accessing or using the Services after being notified of a change to the User Terms or the Governing Policies, you confirm that you have read, understand and agree to be bound by the User Terms and the Governing Policies. “We”, “our” and “us” currently refers to the applicable Vivun entity in the Contract (defined below).

Customer’s Choices and Instructions

Your Relationship to the Customer

An organization or other third party that we refer to in these User Terms as “**Customer**” has invited you to use the services. If you are accessing the Services through your employer’s systems, for example, Customer is your employer. If you are invited to use the system by another company for purposes of collaborating on a potential business partnership, that company is our Customer and they are authorizing you to access the Services.

Your Relationship with Vivun

Customer has separately agreed to our Governing Policies or entered into a written agreement with us (in either case, the “**Contract**”) that permitted Customer to create and configure the services so that you and others could join (each invitee granted access to the Services, including you, is an “**Authorized User**”). The Contract contains our commitment to deliver the Services to Customer, who may then invite Authorized Users access the Service(s). When an Authorized User (including, you) submits content, adds functionalities or information to the Services, such as messages or files (“**Customer Data**”), you acknowledge and agree that the Customer Data is owned by Customer and the Contract provides Customer with many choices and control over that Customer Data. Any retention of ownership or licensing of intellectual property is between you and Customer and is not Vivun’s responsibility. For example, Customer may provision or deprovision access to the Services, enable or disable third party integrations, manage permissions, retention and export settings, transfer or assign workspaces, share channels, or consolidate your workspace or channels with other workspaces or channels, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data. Please check out our Governing Policies pages for more detail on our different Service plans and the options available to Customer.

The Relationship Between You, Customer and Vivun

AS BETWEEN US AND CUSTOMER, YOU AGREE THAT IT IS SOLELY CUSTOMER’S RESPONSIBILITY TO (A) INFORM YOU AND ANY AUTHORIZED USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY AUTHORIZED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE SERVICES; (C) ENSURE THAT THE TRANSFER AND PROCESSING OF CUSTOMER DATA UNDER THE

CONTRACT IS LAWFUL; AND (D) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY AUTHORIZED USER RELATING TO OR BASED ON CUSTOMER DATA, THE SERVICES OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS. VIVUN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.

Operational Protocols

Protocol 1: Legal Age Requirement

To the extent prohibited by applicable law, the Services are not intended for and should not be used by anyone under the age of sixteen. You represent that you are over the legal age and are the intended recipient of Customer's invitation to the Services. You may not access or use the Services for any purpose if either of the representations in the preceding sentence is not true. Without limiting the foregoing, you must be of legal working age.

Protocol 2: Rule Adherence

To help ensure a safe and productive work environment, all Authorized Users must comply with our Governing Policies and any applicable policies established by Customer. If you see inappropriate behavior or content, please report it to your Primary Owner or employer.

Protocol 3: You Are Here At the request of Customer (and Vivun)

These User Terms remain effective until Customer's subscription for you expires or terminates, or your access to the Services has been terminated by Customer or Vivun. Please contact Customer if you at any time or for any reason wish to terminate your account, including due to a disagreement with any updates to these User Terms or the

Governing Policies. This Agreement shall remain in full force and effect while you use the Services. You may terminate your use of the Services at any time. Vivun may terminate or suspend your access to the Services at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your registration. Vivun may also terminate or suspend any and all Services and access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. Upon such termination, your right to use the Services, access the Website, and any Content will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Any content you have posted to a Customer's purchased instance of the Services may remain within Customer's instance(s) even after your use has been terminated.

Limitation of Liability

If we believe that there is a violation of the Governing Policies or any of our other policies that can simply be remedied by Customer's removal of certain Customer Data or taking other action, we will, in most cases, ask Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including, but not limited to, disabling your account) if Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties. IN NO EVENT WILL VIVUN HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE CONTRACT), YOU WILL HAVE NO FINANCIAL LIABILITY

TO US FOR A BREACH OF THESE USER TERMS. OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS ONE HUNDRED DOLLARS (\$100) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

Application of Consumer Law

Vivun's Services are intended for use by businesses and organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply. If however any consumer laws (e.g., in Australia, the Competition and Consumer Act 2010 (Cth)) do apply and cannot otherwise be lawfully excluded, nothing in these User Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have, and our liability is limited (at our option) to the replacement, repair or resupply of the Services or the lesser of a pro-rata refund to Customer of pre-paid fees for your subscription covering the remainder of the term, or such remedies which have previously been agreed upon between Vivun and Customer.

Survival

All provisions herein will survive any termination or expiration of the User Terms.

Acceptable Use

You warrant, represent and agree that you will not contribute any Content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) involves commercial activities and/or sales without Vivun's

prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including without limitation any employee or representative of Vivun; or (vi) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program. Vivun reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Vivun is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You, not Vivun, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to Vivun and to grant Vivun the rights to use such information in connection with the Services and as otherwise provided herein.

You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Maillist, Listserv, any form of auto-responder, or “spam” on the Services, or any processes that run or are activated while you are not logged on to the Services, or that otherwise interfere with the proper working of or place an unreasonable load on the Services’ infrastructure. Further, the use of manual or automated software, devices, or other processes to “crawl,” “scrape,” or “spider” any portion of the Services is strictly prohibited. You may not access the Site if you are a direct competitor of Vivun, except with Vivun’s express written consent. You may not access the Site for purposes of monitoring availability, performance, or functionality, or for any other benchmarking or competitive purposes. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You

understand and agree that Vivun shall have the sole right to decide whether you are in violation of any of the restrictions set forth in this Section, and shall have sole discretion regarding the course of action to take in connection therewith.

Indemnity

You will indemnify and hold Vivun, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, your violation of this Agreement, or the infringement by you of any intellectual property or other right of any person or entity.

Third Party Sites

The Services may contain links to third party websites or services ("Third Party Services") that are not owned or controlled by Vivun. When you access Third Party Services, you do so at your own risk. You hereby represent and warrant that you have read and agree to be bound by all applicable policies of any Third Party Services relating to your use of the Services and that you will act in accordance with those policies, in addition to your obligations under this Agreement. Vivun has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any Third Party Services. In addition, Vivun will not and cannot monitor, verify, censor or edit the content of any Third Party Service. By using the Services, you expressly relieve and hold harmless Vivun from any and all liability arising from your use of any Third Party Service. In the event that you have a dispute with one or more other users or third parties, you hereby release Vivun, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes.

General Provisions

Email and Vivun Messages

Except as otherwise set forth herein, all notices under the User Terms will be by email, although we may instead choose to provide notice to Authorized Users through the Services or other means, deemed equally constructive by Vivun, at Vivun's sole discretion. Notices to Vivun should be sent to contact@vivun.com, except for legal notices, which must be sent to legal@Vivun.com. A notice will be deemed to have been duly given (a) the day after it is sent, in the case of a notice sent through email; and (b) the same day, in the case of a notice sent through the Services or other means. Notices under the Contract will be delivered solely to Customer in accordance with the terms of that agreement.

Privacy Policy

Please review our Privacy Policy for more information on how we collect and use data relating to the use and performance of our products.

Other Legal Notices

Modifications

As our business evolves, we may change these User Terms or the Master Subscription Agreement. If we make a material change to the User Terms or the Master Subscription Agreement, we will provide you with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or by messaging you through the Services. You can review the most current version of the User Terms at any time by visiting this page, and by visiting the following for the most current versions of the other pages that are referenced in these User Terms: Master Subscription Agreement and our Privacy Policy. Any material revisions to these User Terms will become effective on the date set forth in our notice, and all other changes

will become effective on the date we publish the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

Waiver

No failure or delay by either party in exercising any right under the User Terms, including the Master Subscription Agreement, will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

Severability

The User Terms, including the Master Subscription Agreement, will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the User Terms will remain in effect.

Assignment

You may not assign any of your rights or delegate your obligations under these User Terms, including the Master Subscription Agreement, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

Governing Law; Venue; Fees

The User Terms, including the Master Subscription Agreement, and any disputes

arising out of or related hereto, will be governed exclusively by the same Master Subscription Agreement, and such governing law(s) or dispute resolution mechanism outlined therein, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The governing laws outlined within the Master Subscription Agreement will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the User Terms, including the Master Subscription Agreement, or its formation, interpretation or enforcement.

Each party hereby consents and submits to the exclusive jurisdiction of such courts. In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

Entire Agreement

The User Terms, including any terms incorporated by reference into the User Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these User Terms and any pages referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract and the User Terms, the terms of the Contract will first prevail, followed by the provisions in these User Terms, and then followed by the pages referenced in these User Terms (e.g., the Privacy Policy). Customer will be responsible for notifying Authorized Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

Changes to these Terms

Vivun may modify the terms and conditions of these User Terms of Service (including Vivun Policies referenced herein) from time to time, with notice to you by posting the modified Terms on our website. Together with notice, we will specify the effective date of the modifications.

Changes to Our Policies.

Vivun may modify any of the Policies referenced herein to take immediate effect in order to respond to changes in Vivun's products, Vivun's business, or any Laws. In this case, unless required by Laws, we agree not to make modifications to Our Policies that, considered as a whole, would substantially diminish our obligations to you. Modifications to Our Policies will take effect automatically as of the effective date specified for the updated policies.

Contacting Vivun

Should you encounter and questions or concerns pertaining to any aspect of the foregoing, you are encouraged to contact us. You may contact us at legal@Vivun.com.

Thank you for using our services and working with Vivun Technologies!