



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025

File ID: TMP-5906

Department: Inspection

Subject:

Type of Action: Approval/Action

Resolution Authorizing the Mayor to enter into a Professional Service Agreement between the City of Huntsville and Rippleworx for software.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$25,000.00

Total Cost: \$25,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a Professional Services Agreement between the City of Huntsville, a municipal corporation in the State of Alabama, and RippleWorx, Inc., on behalf of the City of Huntsville, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "RippleWorx Software as a Service Agreement," consisting of a total of twenty-seven (27) pages and the date of September 25, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September, 2025.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 25th day of September 2025.

Mayor of the City of Huntsville,
Alabama



Software as a Service Agreement

This Software as a Service Agreement ("Agreement") is between RippleWorx, Inc., a Delaware corporation with offices at 104 Jefferson Street South, Suite 100, Huntsville AL 35801 ("**Company**"), and City of Huntsville ("**Client**") (each individually, a "**Party**", and collectively, the "**Parties**") and will govern Client's access to Software and associated Services provided by Company. Any capitalized terms used but not defined herein shall have the meaning given in the Applicable Terms and Conditions (as defined below).

Commercial Terms

I. Client Address & Billing Information:

Billing Contact: City of Huntsville / Mayor Tommy Battle

Billing Contact Email: Tommy.Battle@huntsvilleal.gov

COH Dept: Inspections Department

COH Dept. Contact: George Allen Muzny (Director of Inspections)

Billing Address: PO Box 308 Huntsville, AL 35804

Billing Contact Phone: 256-427-5100

Dept Contact Phone: 256-883-3936

PO Number, if required:

II. Term: This Agreement shall become effective on the Effective Date and shall be valid for a period of twenty-four (24) months (the "**Initial Term**"). Following the Initial Term, this Agreement shall not automatically renew. Any renewal of this Agreement for an additional term shall require the mutual written agreement of both Parties, confirmed no later than sixty (60) days prior to the expiration of the then-current Term. Termination or expiration shall not relieve Client of the obligation to pay any fees accrued or payable to Company prior to the termination date. "Term" means the duration of the Initial Term, plus any additional term expressly agreed to in writing by the Parties.

III. Committed Offerings and Fees:

Product Category	Licensed Users*	Net Price
RippleWorx Standard	40	\$20,000.00
Dashboard Maintenance	N/A	\$5,000.00
Subtotal for Subscription Services		\$25,000.00

ANNUAL PAYMENT: \$25,000.00

TOTAL FOR TERM: \$50,000.00

Client is only entitled to the products, modules, and services listed above. An amendment to this Agreement is required if Client seeks to obtain new product categories or Services (including any related functionality).

*If the number of Licensed Users indicated above is exceeded by ten percent (10%) for a period of more than three (3) months during the Term, the Company shall invoice Client (a) the excess at a rate equal to the applicable fees for such additional usage per the tranche set forth above multiplied by the number of months remaining in the then current annual Term, and (b) the new number of Licensed Users going-forward for each subsequent annual Term.

Following the first anniversary date of the Effective Date, the Subscription Fee for the Software and any related Services shall automatically increase annually by an amount equal to five percent (5%).

**Set-Up and Configuration:**

Software and functionality require mutually agreed upon scope for set-up, configuration, implementation, integration, onboarding, consulting, training, and/or other technical services ("**Consulting Services**"). Consulting Services to be performed as part of the initial Software set-up for Client are specified in a separate Statement of Work entered contemporaneously with this Agreement ("**Implementation SOW**"). For clarity, unless otherwise expressly specified in the Implementation SOW, any customized configuration or modifications to the Software not specified in the Implementation SOW are out-of-scope.

IV. Payment Terms: Company will invoice Client the first annual Subscription Fee on the Effective Date. For each subsequent annual Subscription Fee, Company will invoice Client on the anniversary of the Effective Date. Payment shall be made in US currency (USD) and is due within thirty (30) days of the invoice date.

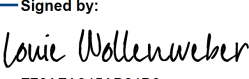
V. Additional Terms: The Parties expressly incorporate by this reference the legal terms and conditions set forth in **Exhibit A ("**Applicable Terms and Conditions**")** hereto. In the event of any conflict or inconsistency between a term in these Commercial Terms and the Applicable Terms and Conditions, the term in these Commercial Terms shall govern.

VI. Accepted by: The Parties hereby agree to the terms and conditions set forth herein ("**Commercial Terms**") and the Applicable Terms and Conditions. The signatory for Client acknowledges to have read the Applicable Terms and Conditions. Any reference to the "**Agreement**" shall mean these Commercial Terms together with the Applicable Terms and Conditions.

This Agreement shall only become effective when signed by both Client and Company as of the Effective Date (defined below), and any fees or other terms and conditions may be withdrawn or altered at any time unless and until this Agreement is executed by both Parties. If this Agreement is signed by the Company, but not countersigned by the Client within thirty (30) days after the date of the Company's signature, this Agreement shall be deemed not to have been signed by the Company and shall have no effect. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument. A version of this Agreement signed and transmitted by .pdf or electronic copy shall have the same binding effect as an original signature.



NOW THEREFORE, in consideration of the mutual promises herein, the Parties have executed this Agreement by their duly authorized representatives effective the later date signed below ("**Effective Date**").

City of Huntsville (Inspections)	RippleWorx, Inc.
	Signed by:  F76AFA046AD64D6...
Signature	Signature
Tommy Battle	Louie Wollenweber
Name	Name
Mayor of City of Huntsville, Alabama	Senior Vice President of Sales
Title	Title
Sept 25th , 2025	9/19/2025
Date	Date



NOW THEREFORE, in consideration of the mutual promises herein, the Parties have executed this Agreement by their duly authorized representatives effective the later date signed below ("**Effective Date**").

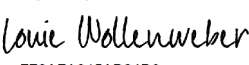
City of Huntsville (Inspections)	RippleWorx, Inc.
	Signed by:  F76AFA045AB64D9...
Signature	Signature
Tommy Battle	Louie Wollenweber
Name	Name
Mayor of City of Huntsville, Alabama	Senior Vice President of Sales
Title	Title
Sept 25th , 2025	9/19/2025
Date	Date



Exhibit A: Applicable Terms and Conditions

These Applicable Terms and Conditions supplement the Commercial Terms executed between Client and Company and form an integral part of the Agreement between Company and Customer.

1. Definitions

In addition to terms defined herein and within the Commercial Terms, the following capitalized terms shall have the meanings set forth below.

- a. **"Agreement"** means the Commercial Terms, these Applicable Terms and Conditions, the attached appendices, Statement(s) of Work, and any other documents made a part hereof or incorporated by reference, including any written amendments.
- b. **"Client System"** means Client's information technology resources and systems as well as third-party hardware and software used to operate or interface with such System.
- c. **"Consulting Services"** means additional services described in a SOW pertaining to set-up, configuration, implementation, integration, onboarding, consulting, training, and/or other technical services.
- d. **"Documentation"** means the operating manuals, including a description of the functions performed by the Software, user instructions, technical literature and all other related materials supplied to Client by Company to facilitate the use of the Software, which may be revised, updated or supplemented by Company from time to time.
- e. **"Error"** means a reproducible failure of the Software to materially perform in accordance with the Documentation.
- f. **"Licensed Users"** means Client's personnel who access the Software.
- g. **"Services"** means, collectively, Client's subscription to access the Software, Support & Maintenance Services set forth in **Appendix A**, additional services described in a SOW or amendment to this Agreement, as well as any other services provided by Company.
- h. **"Software"** means Company's hosted software platform, including Updates, accessed by Client as part of the Services.
- i. **"SOW"** means a Statement of Work executed by the Parties and governed by this Agreement.
- j. **"Subscription Fee"** means the license subscription fee paid by Client to access the Software and includes Support & Maintenance Services.
- k. **"Support & Maintenance Services"** means Support & Maintenance Services described in **Appendix A** pertaining to Error reporting, response and resolution procedures, Software maintenance, and Uptime Assurance.
- l. **"Updates"** means new version release, functional enhancements, improvements, modifications, fixes, patches, error corrections, repairs, and/or replacements to the Software made generally available to and implemented by Company on behalf of its clients. The content and timing of all Updates shall be done in Company's sole discretion.



2. **Subscription & Services**

- a. Software Access. This Agreement sets forth the subscription terms for Client's access to the Software hosted by Company.
- b. Single Sign-On Access. The Software may be configured to allow Client and its Licensed Users to access it via a Single Sign-On or SSO.
- c. Consulting Services Associated with Software Access. Upon Client's request, Company may provide Consulting Services associated with Client accessing the Software such as set-up, configuration, implementation, integration, onboarding, consulting, and/or training. A SOW shall set forth the Consulting Services to be provided by Company and associated with Client's access to the Software as well as invoicing and payment terms for Consulting Services, if applicable.
- d. Support & Maintenance Services. Company will provide Support & Maintenance Services associated with Client accessing the Software including Error reporting, response and resolution procedures, Software maintenance, and Uptime Assurance. **Appendix A** sets forth the Support & Maintenance Services associated with Client accessing the Software during the Term.

3. **Invoicing & Payment**

- a. Invoicing & Payment. Company will invoice Client consistent with the Payment Terms set forth in the Commercial Terms. Payment shall be made in US currency (USD). The invoice will also include reimbursement for out-of-pocket travel-related expenses incurred by Company, if any. If applicable, Company will invoice Client for fees for Consulting Services under the applicable SOW consistent with the invoicing terms thereto. If Client does not timely pay Company the entire invoice amount, Client agrees to pay Company one and a half percent (1.5%) interest per month, compounded monthly, of the unpaid balance. Client shall reimburse Company for all reasonable costs and expenses incurred, including attorneys' fees, collecting unpaid invoice amounts.
- b. Taxes. Fees are exclusive of any applicable taxes, levies, duties, or similar governmental assessments of any nature including, but not limited to, value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction ("Taxes"). Client shall be responsible for paying Taxes. If Company has a legal obligation to pay or collect Taxes for which Client is responsible, the appropriate additional amount shall be invoiced to and paid by Client. For clarity, Company is solely responsible for taxes assessable against it based on Company's income, property, employees, subcontractors, and agents.

4. **Termination**

- a. Termination For Cause. Either Party may terminate this Agreement, in whole or in part, by written notice to the other Party upon the occurrence of any of the following events: (i) the other Party's material breach of any other term or provision of this Agreement which, if capable of cure, remains uncured for thirty (30) days following written notice by the terminating Party; (ii) the other Party becomes insolvent or makes any assignment for the benefit of its creditors; (iii) any proceeding is instituted by or against the other Party under any bankruptcy or similar laws for the relief of debtors and which is not dismissed within thirty (30) days of being instigated; or (iv) the appointment of any trustee or receiver for any of the other Party's assets, except if such receiver requests the continuation of this Agreement. In addition, Company may suspend or terminate this Agreement and/or any Services by providing written notice if Client has not tendered payment on an undisputed amount when due within fourteen (14) days after receiving written notice.



- b. Effect of Termination. Upon termination or expiration of this Agreement, Client shall immediately cease accessing the Software and promptly return to Company or destroy Documentation, and any and all copies thereof, and certify the same to Company in writing within ten (10) days of such termination or expiration. Any provision of this Agreement related to confidentiality or security of Confidential Information, ownership and proprietary rights, indemnification, limitation of liability, or which by its terms or nature provides for survival shall survive the termination of this Agreement.
 - c. Prorated Refund. If this Agreement is terminated by Client for cause due to a material breach by Company, and such termination occurs prior to the expiration of the Term, Client shall be entitled to a prorated refund of any prepaid fees for the unused portion of the Term, calculated from the effective date of termination through the end of the prepaid period.
5. **Subscription License & Proprietary Rights**
- a. License Grant. Subject to the terms and conditions in this Agreement and receipt of all applicable fees by Company, Company grants Client a non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Software and Documentation solely for Client's business purposes during the Term. Access and use of the Software shall be web-enabled access only, and nothing in this Agreement shall entitle Client or any Licensed User to the object or source code of the Software.
 - b. License Restrictions. Client shall not, nor allow or authorize any third-party, to: (i) reproduce, allow use of, or access the Software, or sell, rent, lease, use in a service bureau, sublicense or otherwise transfer or assign its rights to access and use the Software, in whole or in part, to a third-party; (ii) alter, enhance or otherwise modify or create derivative works of or from the Software; (iii) disassemble, decompile, reverse engineer or otherwise attempt to derive the object or source code of the Software; (iv) remove or destroy any proprietary markings, confidential legends or any trademarks or trade names of Company or its licensors placed upon or contained within the Software or Documentation; or (v) upload, post or transmit into or via the Software any viruses or unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane or offensive information of any kind.
 - c. Client Property. Client owns all Client data including personal data pertaining to Client's account, products, materials and intellectual property, whether now existing or hereafter created by Client, including what is used with or in the Software or Services ("Client Property"); provided Client Property shall not include the Software or Services or derivative works thereto.
 - d. Return of Client Information & Data. Subject to a request by Client during the Term or within thirty (30) days from the end of the Term, Company shall provide Client with a copy of the information and data provided by or on behalf of Client and its Licensed Users for inclusion in, or access from, the Company Software in the Company's standard format or such other commercially feasible format as the Parties mutually agree. Company shall have no obligation to maintain, store or provide any such information and data to Client after the thirty (30) day period. If the Agreement is terminated for Client's breach, delivery of the information and data will require Client to remit payment three (3) business days in advance of the delivery based on an estimation of cost, with the balance to be paid in full at the time of delivery of the information and data.
 - e. Client Provided Information & Data. Client acknowledges Services do not include—and Company has no responsibility or liability with respect to—verifying Client Property provided by Client and/or Licensed Users used with or processed through Software.



- f. Software Ownership. All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in the Software, Documentation, Services, any third-party software or any other contents within the Software (other than Client Marks and Client Property), and/or copies or portions of any of the foregoing (collectively the “Delivered Solution”) are and will remain the exclusive property of Company or its licensors, whether or not specifically recognized or perfected under applicable law. If Client or its Licensed Users make any comments, suggestions, designs, features or other ideas for improving the Delivered Solution submitted by Client or its Licensed Users (“Submissions”), Company shall own all rights to the Submissions and Company shall be entitled to use such Submissions for any commercial or other purpose whatsoever without compensation to Client or anyone else. Client will not take any action that jeopardizes Company’s or its licensor’s proprietary rights or acquire any right in the Delivered Solution, except the limited license rights specified herein. Company or its licensor will own all rights in any copy, translation, modification, adaptation or derivation of the Delivered Solution, including any improvement or development thereof and/or any ideas first reduced to practice. If Client or any third-party engaged by Client is deemed to have any ownership interest or rights in the Delivered Solution, Client shall assign and/or cause such third-party to assign, and Client does hereby irrevocably assign, without royalty, all of such ownership interest and rights to Company.
- g. Anonymized Statistics. Company reserves the right to monitor Client's use of Services and collect and compile statistics based on Client data input in the Software, which data shall be anonymized (“Anonymized Statistics”) and therefore not compromise Client Confidential Information given it will not contain personally identifiable information. Client acknowledges Company shall retain all rights, title and interest in and to Anonymized Statistics, which Company may make publicly available in compliance with all applicable data privacy laws.
- h. Company Privacy Policy & User Agreement. Access to the Software is subject to the Company Privacy Policy and User Agreement, which are incorporated into and made part of this Agreement in their entirety. Copies of these documents are attached hereto and also available at:
- <https://www.rippleworx.com/privacy-policy>
 - <https://www.rippleworx.com/user-agreement>

6. **Warranty**

- a. Warranty. Company warrants during the Term of the Agreement that: (i) the Software will materially perform in accordance with the Documentation; (ii) Support & Maintenance Services shall be available and includes Error reporting, response and resolution procedures, Software maintenance, and Uptime Assurance; (iii) Consulting Services shall be performed in a competent and workmanlike manner in accordance with industry best-practice standards; (iv) it has sufficient right, title and interest in and to the Software to license such Software to Client free and clear of all restrictions, liens, and encumbrances that may conflict with or adversely affect Client’s rights under the Agreement; and (v) it will materially comply with all applicable laws in performing its obligations hereunder.



- b. Warranty Exceptions. Company shall have no warranty obligations with respect to any failures suffered by the Software to the extent caused by (i) interfacing third-party hardware or software or Client System with the Software unless such is explicitly identified in a SOW as compatible with the Software or (ii) computer programs or code that are not provided by Company (including, without limitation, any computer viruses and other malicious code). Company shall be entitled to payment at its current rates for personnel time spent attempting to identify or correct failures reported by Client for which Company has no obligation under this subsection. In addition, Company shall have no warranty obligations if Client fails to use the Software in accordance with the Documentation, modifies or alters the Software in any way, or is in arrears with respect to its payment obligations.
- c. Warranty Remedy. Company's sole liability and Client's sole remedy with respect to the foregoing warranties shall be for Company, at its sole option, to either (i) correct any Error (subject to the other Warranty terms herein) and/or provide a Service Credit as provided in **Appendix A** or (ii) terminate this Agreement and refund to Client a pro rata amount of the prepaid Subscription Fee paid to Company.
- d. Warranty Exclusions. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, AND SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY HEREBY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, DOCUMENTATION, AND SERVICES PROVIDED HEREUNDER WILL MEET CLIENT'S REQUIREMENTS OR THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED.

7. **Confidentiality**

- a. Confidential Information. "Confidential Information" is (a) any non-public or proprietary information, including any business or technical information of Client or Company as well as any sensitive information relating to either Party's products, services, finances, product pricing, marketing plans, business opportunities, trade secrets or personnel, including personally identifiable information or PII; (b) any information of Client or Company that is specifically designated by the disclosing party as confidential or proprietary; (c) any information that is known to the receiving party, or should be known to a reasonable person given the facts and circumstances of the disclosure as being treated as confidential or proprietary by the disclosing party; and (d) the terms and conditions of this Agreement; provided, however, Confidential Information excludes information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party was demonstrably in possession of prior to first receiving it from the disclosing party; (iii) the receiving party can demonstrate was developed independently and without use of or reference to the disclosing party's Confidential Information; or (iv) the receiving party receives from a third-party without restriction on disclosure and without breach of a nondisclosure obligation.
- b. Confidential Designation. Company hereby designates the Software, Documentation and Services as Confidential Information. In addition, trade secret information of a Party shall also be designated as Confidential Information for as long as such Information remains a trade secret.



- c. Maintaining Confidentiality. Except as expressly permitted under this Agreement and for the duration of this Agreement and a period of two (2) years from the termination or expiration of this Agreement, the recipient of Confidential Information shall, and shall cause its personnel to, treat Confidential Information received as confidential and secret, and not use, disclose or otherwise make available the Confidential Information or any portion thereof to others unless otherwise required by law. Each Party shall exercise no less than reasonable care with respect to the handling and protection of Confidential Information by limiting the use and access of Confidential Information to only those who need access, and such access directly pertains to a business purpose contemplated under this Agreement. Either Party may disclose the terms of this Agreement (1) in confidence, to a Party's accountants, legal counsel, tax advisors, and other financial and legal advisors, or (2) with obligations of confidentiality comparable to those contained herein, to another entity or person or their legal or financial advisors in connection with a proposed change in control, corporate reorganization, consolidation, merger, acquisition, or sale or transfer of all or substantially all of the assets of such Party.
- d. Required Disclosure. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party pursuant to a valid order or requirement of a court, provided the receiving party first gives reasonable written notice to the disclosing party in order to timely contest such order or requirement. Any such disclosure by the receiving party of the Confidential Information of the disclosing party shall, in no way, be deemed to change, affect or diminish the confidential and proprietary status of such Confidential Information.
- e. Return or Destruction of Confidential Information. Upon written request at any time, Confidential Information will be returned to the disclosing party by the receiving party or destroyed by the receiving party. And if requested by the disclosing party, an authorized representative of the receiving party shall certify in writing on behalf of the receiving party that all such Confidential Information has been returned or destroyed, as applicable. Notwithstanding, the receiving party may retain one (1) copy of the Confidential Information for archival purposes or to defend its work product, provided however, such Confidential Information indefinitely remains subject to the terms herein.

8. **Security Protocols**

- a. Security Safeguards. Company shall implement technical, organizational, and physical safeguards to protect Client Confidential Information processed through the Software from unauthorized or accidental disclosure, access, acquisition, destruction, alteration, misuse, loss, or damage in a manner that meets or exceeds applicable laws and globally recognized industry practices. Company shall also require that such safeguards, including the manner in which Client Confidential Information is accessed, received, used, stored, transmitted, processed, and disclosed, comply with applicable federal and state privacy and data protection laws, as well as applicable regulations and directives. The safeguards implemented by Company shall include: (1) limiting access of Client Confidential Information to individuals that have a need to know and demonstrable basis for such access in order to provide Services; (2) securing business facilities, data centers, servers, backup systems, and computing equipment including, but not limited to, mobile devices and other equipment with information storage capability; (3) implementing network, application, database, and platform security, including firewall protection, antivirus protection, and security patch management; (4) securing information transmission, storage, and disposal; (5) implementing authentication and access controls within media, applications, operating systems, and equipment, including logging of access to or use or disclosure of Client Confidential Information and intrusion detection; (6) using protocols to encrypt Client Confidential Information in transit and at rest, or as otherwise required by applicable law or regulation, and safeguard the security and confidentiality of all encryption keys; (7) implementing ongoing personnel training and awareness regarding industry best security safeguard practices; and (8) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Company's sole cost and expense, a corrective action plan to correct any issues reported as a result of the testing.



- b. Subprocessors. The Software will process Client Confidential Information as necessary to perform the Services, and as further instructed by Client in using the Services. Client acknowledges Company uses third-party subprocessors ("Subprocessors") to process Client Confidential Information. Company has undertaken due diligence measures to ensure Subprocessors have the capability to safeguard Client Confidential Information consistent with the confidentiality provisions herein. Company shall also ensure its Subprocessors properly perform its processing obligations and, to the extent a Subprocessor fails to properly perform its obligations or breaches the terms of this Agreement, Company shall be responsible and liable to Client.
- c. International Transfers of Client Confidential Information. If Client Confidential Information is transferred, stored, or processed internationally, Company shall use generally accepted industry file transfer protocols and encryption methodologies in compliance with applicable laws.
- d. Security Breach Procedures. In the event of a security breach of the Software that compromises Client Confidential Information, Company will provide notice to Client of a confirmed breach as soon as practicable, but in no event more than seventy-two (72) hours upon becoming aware of the same. The notice will state the nature of the breach and what, if any, Client Confidential Information was compromised. Company shall promptly provide any additional information to Client as Company gains additional information regarding the breach, including relevant investigative or forensic reports. Unless otherwise required by law or a governmental entity, Company shall not notify or otherwise publicly disclose the breach unless such notice or public disclosure is approved by Client.
- e. Company Security Policy. At Client's request, Company shall provide Client copies of its data privacy and security policies and procedures that apply to Client Confidential Information. Also at Client's request, Company will submit written responses to Client questions regarding privacy and information security practices that apply to Client Confidential Information; Company shall submit written responses within twenty-one (21) days of receipt of Client's request. Significant requests which require the Company to expend time in excess of three hours annual, may be subject to fees at the Company's then standard processional billing rate.
- f. Right of Assessment by Client. Client may, at its expense, conduct a privacy and security assessment of Company's security systems and methodologies. Such assessment may be conducted on-site by Client personnel or Client's contracted third-party assessors or through surveys and interviews, at the option of Client. Such assessment may be conducted no more than once per year, or more frequently in the event of a data breach. When an on-site assessment will be conducted, Client shall provide Company with reasonable advance notice of not less than twenty-one (21) days, except in the event of a data breach, in which case advance notice shall be not less than three (3) business days.
- g. Client Security Responsibilities. Client is responsible for ensuring (1) the Software is only accessed by Licensed Users authorized by Client and (2) its information transmitted to the Software, including Confidential Information, is done in a manner consistent with generally accepted industry practices. Client shall report suspicious activity, suspected security concerns, or unauthorized use of passwords or access to the Software to the Company Support & Maintenance Services team at support@rippleworx.com.



9. Insurance

Company shall carry and keep in full force and effect during the term of the Agreement the following minimum insurance coverages: (i) commercial general liability insurance: each occurrence—one million dollars (\$1,000,000), damage to rented premises—one million dollars (\$1,000,000), personal and advertising injury—one million dollars (\$1,000,000), general aggregate—two million dollars (\$2,000,000), and products and completed operations subject to the general aggregate limit—two million dollars (\$2,000,000); (ii) automobile liability insurance for hired and non-owned vehicles, combined single limit—one million dollars (\$1,000,000); (iii) statutory workers compensation and employer's liability insurance—one million dollars (\$1,000,000); (iv) umbrella liability insurance over (i), (ii), and (iii): each occurrence and aggregate—one million dollars (\$1,000,000); and (v) professional and cyber liability insurance, combined single limit—each occurrence and aggregate one million dollars (\$1,000,000). Upon written request, Company shall furnish Client with a certificate from its insurance carrier or carriers showing its compliance with the foregoing insurance requirements.

10. Infringement Indemnity

- a. Infringement Indemnity. Company agrees, at its own expense, to defend or, at its option, to settle, any claim or action brought against Client to the extent it is based on a claim Client's use of the Software or Services within the scope of this Agreement infringes or violates any U.S. patent or copyright, and will indemnify Client from any losses, damages, or expenses resulting from settlement or judicial award from such claim; provided, however, this Section does not cover, and Company shall have no obligation hereunder for, infringement claims arising from: (i) Client's failure to use the Software in accordance with the Documentation; (ii) Client's failure to use the Software in its current version; (iii) Client's failure to use any Updates required by Company; (iv) use of the Software in conjunction with third-party software or equipment or Client System where such combination is the cause for infringement; (v) modification to the Software made in accordance with Client's instructions provided the infringement would not have occurred but for such modification; (vi) modification of the Software by anyone without Company's approval provided the infringement would not have occurred but for such modification; (vii) use of the Software or Services after a non-infringing, replacement version has been made available without additional charges by Company to Client; or (viii) if Client has not adhered to its obligations under this Agreement. THIS SECTION STATES COMPANY'S ENTIRE LIABILITY AND CLIENT'S SOLE REMEDY FOR INFRINGEMENT CLAIMS.
- b. Opportunity to Rectify. If a claim or suit under this Section for which Company is required to indemnify Client or is likely to be brought, Company may be required to suspend Client's and its Licensed Users' access to the Software and Client shall comply with such requirement, and Company will, at its sole option, either (i) procure for Client the right to use the Software, Services, or affected part thereof; (ii) replace the Software, Services, or affected part thereof with other non-infringing products or modify the Software, Services or affected part thereof to make such not infringing and functionally equivalent; or (iii) if the remedies set forth in clauses (i) and (ii) are not commercially feasible, as determined by Company, terminate this Agreement and the rights granted hereunder and refund to Client a pro rata amount of any prepaid Subscription Fee. Company will not be liable for any costs or expenses incurred without its prior written authorization.



- c. Indemnification Procedure. As conditions to Company's obligations in this Section: (i) Client shall provide Company with prompt notice of the claim or suit giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve Company of its obligations under this Section if Company reasonably demonstrates that its defense or settlement of the claim or suit was adversely affected thereby; (ii) Company shall have sole control of the defense and of all negotiations for settlement of such claim or suit; and (iii) Client shall cooperate with Company in the defense or settlement of any such claim or suit, provided Client shall be reimbursed for all reasonable out-of-pocket expenses incurred in providing any cooperation requested by Company. Subject to clause (ii) above, Client may participate in the defense of any such claim or suit at its own expense.

11. **Liability Exclusions & Limitation**

- a. Liability Exclusions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, ENHANCED, PUNITIVE, INDIRECT OR SIMILAR DAMAGES, INCLUDING DAMAGE TO REPUTATION OR ANY DAMAGES ON ACCOUNT OF BUSINESS INTERRUPTIONS, LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, LOST OPPORTUNITY, THE INABILITY TO USE THE SOFTWARE OR SERVICES, OR ANY OTHER THEORY (INCLUDING NEGLIGENCE OR STRICT LIABILITY) WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, OR SERVICES.
- b. Liability Limitation. NEITHER PARTY'S CUMULATIVE LIABILITY, IF ANY, HEREUNDER FOR DAMAGES RELATING TO THIS AGREEMENT, THE SOFTWARE, OR SERVICES, WHETHER CAUSED BY FAILURE TO DELIVER, NONPERFORMANCE, ERRORS, BREACH OF WARRANTY OR OTHERWISE, SHALL EXCEED THE FEES PAID BY CLIENT TO COMPANY FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITATION IN THE PRECEDING SENTENCE SHALL NOT APPLY TO DAMAGES ARISING FROM OR RELATING TO A CONFIDENTIALITY OR SECURITY BREACH, INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION, OR LOSSES ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMITATION.

12. **Miscellaneous**

- a. Notice. Any formal notice or other communication given pursuant to this Agreement shall be in writing and delivered by certified mail, overnight express delivery service (such as Federal Express), or by priority mail by a recognized express mail vendor to the attention of "Legal Department" and at the Party's address set forth on the initial page. Either Party may designate a different address by notice to the other in accordance herewith. Notice will be deemed served when delivered or, if delivery is not accomplished by reason or some fault of the addressee, when tendered. Any notice to Company shall also be sent electronically to legal@rippleworx.com.
- b. Assignment. If a Party wishes to assign this Agreement to another entity, that Party must obtain the other's prior written consent, which shall not be unreasonably withheld; provided it shall be reasonable to withhold consent if the assignee is a competitor of the non-assigning Party. Notwithstanding the foregoing, this Agreement may be assigned to a successor in interest in the context of a change in control, corporate reorganization, consolidation, merger, acquisition, or sale or transfer of all or substantially all of the assets of the assigning Party, provided: (i) such assignee is not a direct competitor of the other Party; (ii) such assignment does not interfere with the performance of obligations under this Agreement; (iii) such assignment does not change the scope of usage and the intent contemplated by the Parties under this Agreement; or (iv) such assignment is not pursuant to bankruptcy proceedings involving Client. An assignment of this Agreement will be binding on the Parties and their successors and permitted assigns.



- c. Mediation. In the event of a dispute, one Party will promptly notify the other in writing. Each Party shall sponsor a representative with authority to settle the dispute, who will attempt in good faith to resolve the dispute within seven (7) days following the receipt of the written notice. If mediation is unsuccessful, a Party may seek final resolution through arbitration or court as provided herein.
- d. Governing Law & Formal Dispute Resolution. The validity, interpretation, and enforceability of the Agreement shall be governed by the laws of the State of Alabama. The Parties agree should any dispute arise relating to the Agreement, they will first undertake mediation as provided herein. If mediation is unsuccessful and the dispute is monetary in nature, the dispute must be resolved through final and binding arbitration in Huntsville, Alabama, before the American Arbitration Association under its Commercial Arbitration Rules with one arbitrator. Either Party may seek non-monetary, equitable relief such as an injunction or specific performance in any competent court, wherever located, to enforce the Agreement.
- e. Waiver. The delay or failure of either Party to enforce any of its rights hereunder will not be deemed to constitute a waiver of its future enforcement of such rights or any other rights. No waiver of any provision of the Agreement will be binding upon the Parties, unless evidenced by a writing signed by an authorized representative from each Party.
- f. Relationship of the Parties. The Parties are independent contractors, and nothing in the Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, "borrowed servant," partners, or joint venture. Neither Party will have any authority to bind or make commitments on behalf of the other Party for any purpose, nor will any such Party hold itself out as having such authority.
- g. Force Majeure. If by reason of a labor dispute, strike, lockout, pandemic, riot, war, earthquake, fire or other action of the elements, accidents, internet service provider or hosting facility failures or delays involving hardware, software or power systems, governmental restriction, appropriation, or other cause beyond the reasonable control of a Party ("Force Majeure Event") and that Party is unable to perform in whole or in part its obligations in this Agreement, then the affected Party shall provide notice to the other Party as soon as practical and the Parties commit to use best efforts to work toward a mutually agreeable solution. Neither Party will be liable for any losses, injury, delay, or damages suffered or incurred by the other Party due to a Force Majeure Event.
- h. Entire Agreement & Precedence. The Agreement, the Appendices, SOWs, and any other documents made a part hereof or incorporated by reference, including any signed amendments, contains the complete and final understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications between the Parties, whether written or oral. In the event of a conflict or inconsistency between or among terms in the Commercial Terms, these Applicable Terms and Conditions, a SOW, or the Company Privacy Policy or the User Agreement, the conflict will be resolved in favor of (1) the Commercial Terms, (2) these General Terms and Conditions including the Appendices, (3) the SOW, and (4) the Company Privacy Policy or the User Agreement, unless it is expressly stated that a provision is superseded. Moreover, nothing herein shall affect or terminate ongoing rights from non-disclosure agreements entered into by the Parties prior to the execution of the Agreement; provided, however, any Confidential Information exchanged between the Parties following the execution of the Agreement shall be governed solely by the confidentiality obligations set forth herein.
- i. Construction & Interpretation. This Agreement shall, in all cases, be construed simply, as a whole, and in accordance with its fair meaning and not strictly for or against any Party. The Parties acknowledge this Agreement has been negotiated between them at 'arm's length' with the opportunity to independently review this Agreement with legal counsel and each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the



event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the Party preparing it. The captions of sections and subsections are inserted solely for convenience and under no circumstances are they to be used to construe or interpret any particular provision.

- j. Severability. If any particular provision of this Agreement is found to be invalid or unenforceable, then such provision will be stricken and it shall not affect the validity or continuing effect of any other provision, and to the extent practical the invalid or unenforceable provision shall be reformed so it aligns with the Parties' intent.
- k. Export Controls. The Software and associated services are subject to export controls under the U.S. Export Administration Regulations and other applicable laws.
- l. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. A document signed and transmitted by .pdf or other electronic means (such as DocuSign) shall have the same binding effect as an original "wet-ink" signature.

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Appendix A: Support & Maintenance Services

1. Support & Maintenance Services. During the Term, Client may request Support & Maintenance Services by reporting Errors to Company via or electronic mail (support@rippleworx.com), Monday through Friday from 8:00 am to 5:00 pm EST excluding U.S. Federal holidays, the day after Thanksgiving, Christmas Eve, and the week between Christmas and New Year's Day. Support & Maintenance Services include intake of inquiries regarding Software functionality/capabilities, incident reporting and resolution following the Support Procedures below, and intake of Software feature requests. Upon request, Company will undertake a semi-annual review of Support & Maintenance Services provided to Client.

2. Support Procedures. Procedures for Support & Maintenance Services are as follows:

Company will respond to Support & Maintenance Services requests based on the Severity Level assigned by Company, which is set forth in Table 1. Company will provide Client an initial response for each reported Error (indicating the support query has been received) within the timeframe set forth in Table 2 upon Company being notified of the Error. Company will assign Client an incident ticket number to be used for communications going-forward regarding the Error and provide the timeframe to rectify the Error after conducting an assessment. Client shall maintain current and accurate contact information for Client's administrators to receive information and notifications. 'Screen captures' or a specific data reference may be necessary to replicate or effectively communicate the incident.

Table 1 – Severity Level

Severity Level	Description
Severity I – Critical Service Impact	The Software is inaccessible due to an outage or defect that causes the Software to fail to operate in a material manner and severely impacts Client's business operations, thereby requiring immediate resolution.
Severity II – Major Service Impact	An Error or response time of the Software significantly impacts Client's business operations. Despite the defect, Client can still conduct business and there is often a work around available to continue operations.
Severity III – Minor Service Impact	The Error is minor or cosmetic in nature, has little to moderate impact on Client's business operations, and a work around is available.

**Table 2 – Response Timeframe**

Description	Severity I	Severity II	Severity III
Response Time Frame	within four (4) business hours	within two (2) business days	within five (5) business days
Involves Company Management Escalation	yes	as needed	as needed
Generates Resolution Report Identifying Cause	yes	yes	as needed

The failure to resolve an Error does not constitute a material breach of the Agreement.

3. Exclusions. Company does not provide Support & Maintenance Services to address failures suffered by the Software to the extent caused by (a) interfacing third-party hardware or software or Client System with the Software, (b) configuring an Update to the Software for Client, or (c) computer programs or code that are not provided by Company (including, without limitation, any computer viruses and other malicious code). Support & Maintenance Services will not be provided to (x) accommodate Client customizations, modifications, or manipulation of data, (y) accommodate requests for new functionality/capabilities, reporting, additional training, troubleshooting/resolving issues with third-party hardware or software or Client System, Client specific scenario testing, or database backup and/or restoration, or (z) Client's third-party vendors. Company will determine, in its sole discretion, whether a failure or request is covered by Support & Maintenance Services. Upon request, Company will attempt to resolve an issue not covered by Support & Maintenance Services at Company's current hourly rates.
4. Updates. Company performs daily Updates to the Software. All such Updates will be performed outside regular business hours ("Scheduled Updates") unless exigent circumstances warrant otherwise. Company may also perform Scheduled Updates, which will be communicate two business days in advance of the Scheduled Update. Client should anticipate periodic, unannounced outages during this time frame. Scheduled Updates are excluded from Company's Uptime Assurance.



5. Software Availability / Service Level Agreement.

- a. Uptime Assurance. Company will use commercially reasonable efforts to make the Software accessible to Client twenty-four (24) hours a day, seven (7) days a week with an average of 99.5% availability, except for time when the system is down during Scheduled Updates, Force Majeure Events or interruptions or failures caused by Client or Licensed Users, their equipment or networks. Uptime Assurance is calculated on a monthly basis as (i) the total minutes in the month minus the number of minutes during such month the Software was not accessible by Client or its Licensed Users divided by (ii) the total minutes in the month (excluding from the calculation of (i) and (ii) any time the Software was inaccessible during Scheduled Updates, Force Majeure Events, interruptions or failures caused by Client or Licensed Users, or suspension or termination of Services permitted under this Agreement). Uptime Assurance applies only to a Client's production instance, not test or development instances.
- b. Service Level Agreement. Notwithstanding any other provision in the Agreement or remedies which may otherwise be available, Client's sole and exclusive remedy for a breach of Uptime Assurance and Company's sole and exclusive liability is Client shall be entitled to a service credit for the month in which Company failed to achieve the Uptime Assurance ("Service Credit"). The Service Credit shall equal two percent (2%) of the prorated monthly Subscription Fee for every 60-minute increment of downtime that exceeds Uptime Assurance.
- c. Service Credit. In order to receive a Service Credit, Client must notify Company in writing it believes it is entitled to such credit within thirty (30) days of the end of the month in which the failure at issue occurred. Client agrees it is not entitled to the credit or any other remedy if such notice is not timely provided. Following Client's notice in accordance with this Section, and Company's verification that Client is entitled to a Service Credit (which verification Company will confirm within thirty (30) days of Client's notice), Company shall provide a credit against future amounts due to Company. Client shall not offset any amounts or payments under this Agreement, except for amounts credited pursuant to the terms of this Appendix.

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RIPPLEWORX USER AGREEMENT

Please read this User Agreement fully and carefully before using www.rippleworx.com as well as the Ripple mobile website and its mobile applications (the "Site") and the services, features, content or applications offered by Rippleworx Inc. ("we", "us" or "our") (together with the Site, the "Services"). This User Agreement set forth the legally binding terms and conditions for your use of the Site and the Services.

1. ACCEPTANCE OF USER AGREEMENT

- By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site, you agree to this User Agreement and all other operating rules, policies and procedures included here.

This User Agreement applies to all users of the Services.

2. ELIGIBILITY If you are below the age of consent under applicable law in the country in which you reside, then your parent or legal guardian must read and accept the terms and conditions of this User Agreement in your name and on your behalf.

You represent and warrant that you are at least 13 years of age. If you are under age 13, you may not, under any circumstances or for any reason, use the Services. This site is not targeted to nor meant for anyone who has not reached 13 years of age. If you become aware of anyone using the Ripple services who is under the age of 13, please report this to: info@rippleworx.io. We will not knowingly collect information from anyone under the age of 11.

We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time.

You are solely responsible for ensuring that your use of the Services is in compliance with all laws, rules and regulations applicable to you. If the applicable law in the country in which you reside requires that you must be older than 13 to receive certain services, then the minimum age is the legally defined one. If you are a minor, you may wish to consult your parents about what portions of the site are appropriate for you. The right to access the Services is revoked where this User Agreement or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation.

Further, the Services are offered only for your use, and not for the use or benefit of any third party.

3. CONTENT Definition. For purposes of this User Agreement, the term "Content" includes, without limitation, information, data, text, photographs, videos, audio clips, written posts, articles, comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services.

You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.

Intellectual Property Rights. The Services may contain Content specifically provided by us or our partners and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by all copyright notices, information, and restrictions contained in any Content accessed



through the Services. The trademarks, logos, trade names and service marks, whether registered or unregistered (collectively the "Trademarks") displayed on the Site are Trademarks of Ripple and its third party partners. Nothing contained on Ripple Site shall be construed as granting by implication or otherwise, any license or right to use any Trademark displayed on the Ripple Site without the written permission of Ripple or such third party that may own the Trademark.

Any unauthorized commercial use of the Content, including Trademarks, will violate the intellectual property rights of Ripple and/or third parties associated with Ripple and will be subject to Ripple's and/or those third party's full legal rights and remedies.

Use License. Subject to this User Agreement, we grant each user of the Services a worldwide, non-exclusive, revocable, non-sublicensable and non-transferable license to view, print, download, and display locally Content, to the extent we hold such rights, solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

Availability of Content. We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit, modify or otherwise manipulate any Content in our sole discretion, at any time, without notice to you and 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 we are concerned that you may have violated this User Agreement), or for no reason at all and (ii) to remove or block any Content from the Services.

4. RULES OF CONDUCT As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Services. You shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
- you know is false, misleading, untruthful or inaccurate;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;
- impersonates any person or entity, including any of our employees or representatives; or
- includes anyone's identification documents or sensitive financial information.

You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to



the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this User Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

Termination. See Terms and Conditions above.

5. WARRANTY DISCLAIMER We have no special relationship with or fiduciary duty to you. You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services. Except where such disclaimer of liability is prohibited by applicable law, we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Limitation of Liability. IN NO EVENT SHALL WE NOR OUR AFFILIATES, NOR OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, CONTRACTORS, OR SUPPLIERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$500.00. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.



6. MISCELLANEOUS Entire Agreement and Severability. This User Agreement is the entire agreement between you and us with respect to the Services, including use of the Site, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of this User Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this User Agreement will otherwise remain in full force and effect and enforceable.

Force Majeure. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

Assignment. This User Agreement is personal to you, and is not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

Agency. No agency, partnership, joint venture, or employment relationship is created as a result of this User Agreement and neither party has any authority of any kind to bind the other in any respect.

No Waiver. Our failure to enforce any part of this User Agreement shall not constitute a waiver of our right to later enforce that or any other part of this User Agreement. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with this User Agreement to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

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Privacy Policy

Effective Date: April 22, 2024

RippleWorx is a people analytics platform that helps gain an accurate understanding of our customers' talent. Our Services are designed to help enable our customers to track and analyze employee performance and retain top talent. This Privacy Notice describes how RippleWorx ("our," "we") collects, uses, and shares personal information via its website, online services, and dashboard and mobile application (collectively, our "Services"). This Notice applies to all information provided, transmitted, or submitted through our Services, and it also describes the choices we offer with respect to such data. We collect information you choose to give us and other information that may be automatically collected from your use of our Services, including from your device. We use that information to operate our business, and for a variety of other purposes set forth below. This Privacy Notice does not apply to third parties or their services, and we are not responsible for our customers' or other third parties' privacy practices. This Privacy Notice does not apply to information that cannot be identified to any individual, household, or their devices. If you are an individual or vendor who provides information to a business that uses our Services, you should refer to that business to understand their privacy practices.

Information We Collect

To provide our Services, we collect data by which you may be personally identified. We may also collect information about the devices and equipment you use to access our Services, including usage data.

We collect this information from a variety of sources, including:

1. Directly from you when you provide it to us, including when you or your employer enrolls in our Services.
2. Automatically as you utilize the Services.
3. From third parties, including analytics providers.

Information directly from you or your employer. The information we collect from you on our Services may include information that you provide directly to us, including a unique identifier, your name, email address, employee identification number and other business contact information. The information we receive from your employer through the Services may include employment details, work history, performance reviews and indicators, educational background, and communications between you and your employer. If you are a user concerned about what information your employer is providing and their data practices, you should contact your employer and/or refer to their privacy notice to understand how they use your data.

Information we collect through automatic data collection technologies. We may collect data regarding your use of our Services through cookies, web beacons, and other automatically collected information. This data may include your IP address, date and time you access our Services and the pages and content you access during your visit, websites that you link to or from, emails from us that you open, and the links you click on within those emails. We may also collect information from your mobile device or your computer about how you interact with our Services, including IP address, operating system, and browser type. This information helps us address customer support issues, provide you with a personalized experience, prevent fraudulent use of our services, and manage the Services we provide you, including gathering aggregated data about engagement. Cookies are small identifiers sent from a web server that are stored on your device for the purpose of identifying your browser or storing information or settings in your browser. Cookies may also be used to personalize your visit by storing your preferences or displaying content based upon what you have viewed through our Services and other websites. Web beacons or pixel tags connect web pages to web servers and their cookies. We and others may use these and similar technologies on our services and other websites. [Our Services may enable us to track and understand your



movement across devices (e.g., website and mobile application).]

Other parties may collect personally identifiable information about your online activities over time and across third-party websites when you use our website or Services. We do not respond to “do not track” signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of personally identifiable information about an individual consumer’s online activities overtime and across third-party websites or online services.

Information we collect from third party sources. We may collect additional information from third-party analytic services who help us better understand our contacts, including advertisers, ad networks and servers, content providers, and application providers. These third parties may provide us information both in connection with our Services and through tools they use to collect information about you when you use our Services. The information they collect may be associated with your personal information or they may collect information about your online activities overtime. They and we may use this information to provide you with interest-based advertising or other targeted content, and for other purposes (such as to better understand our Services’ audience).

When you visit or log in to our website, cookies and similar technologies may be used by our online data partners or vendors to associate these activities with other personal information they or others have about you, including by association with your email or home address. We (or service providers on our behalf) may then send communications and marketing to these email or home addresses. You may opt out of receiving this advertising by visiting <https://app.retention.com/optout>

How We Use Information We Collect

We may use data we collect for a variety of purposes, including the following:

1. To provide, maintain, analyze, customize, measure and improve our Services.
2. To provide customer support.
3. To communicate with you, including telling you about and administering our Services.
4. To monitor and enforce our legal terms or similar terms.
5. To comply with law and satisfy our regulatory compliance obligations.
6. To detect and prevent fraud and other prohibited, illicit or illegal activity.
7. For other purposes permitted by law or to which you consent.

Please note that we may combine the information we gather about you in identifiable form, including information from third parties. We may use this information, for example, to improve and personalize our services, content and advertising.

How We Use Your Information in the EU

RippleWorx handles and processes all data in reliance and accordance with the EU-US Data Privacy Framework (DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF.

If you are a resident of this EU, this section applies to you. The legal bases for which we collect, use, transfer or disclose your personal information include (i) where we have your consent, (ii) where we need to perform the contract we are about to enter into or have entered into with you, (iii) our legitimate interests; and (iv) where we need to comply with a legal obligation.

Please note that if you choose to withdraw your consent, you may not be able to participate in or benefit from our programs, services and initiatives for which you provided consent.



We may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data as outlined above. We also may use the information we obtain about you in other ways for which we provide specific notice at the time of collection.

Under some legislations we may be allowed to process information until you object to such processing by opting out, without having to rely on consent or any other of the legal bases above.

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

All personal information is maintained according to our information security policy. Your personal information will not be stored for longer than necessary for the purposes for which they were collected, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or to defend against legal claims.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

We will take into account the length of time your personal data is required to:

1. Continue to develop, tailor, upgrade, and improve our Services;
2. Maintain business records for analysis and/or audit purposes;
3. Comply with record retention requirements under the law;
4. Defend or bring any existing or potential legal claims; or
5. Address any complaints regarding the Services.

Please note our current policies regarding retention periods:

1. We will retain government data as defined in our customer contract;
2. Personal health or HIPAA protected data will be retained for seven years; and
3. Our current policies require deleting all other customer-provided data within 3 months after contract cancellation.

We may further retain data to defend against legal claims or protect our legal or security interests or those of others, or as permitted by law. We may use any aggregated data derived from or incorporating your Personal Information after you update or delete it, but not in a manner that would identify you personally. Once the retention period expires, personal information shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification, and the right to data portability cannot be enforced after the expiration of the retention period.

EU Data Protection Authorities

RippleWorx agrees to cooperate with the EU data protection authorities (EU DPAs) under the EU-U.S. DPF, the UK Information Commissioner's Office (ICO) and the Gibraltar Regulatory Authority (GRA) under the UK Extension to the EU-U.S. DPF, and the Swiss Federal Data Protection and Information Commissioner (FDPIC) under the Swiss-U.S. DPF and have the EU DPA panel, the UK ICO and the GRA, or the Swiss FDPIC serve as the independent recourse mechanisms.



RippleWorx, Inc agrees to renew its commitment on an annual basis in cooperation with the EU-U.S. DPF and, as applicable, the UK Extension to the EU-U.S. DPF, and/or the Swiss-U.S. DPF to handle and process human resources data.

RippleWorx adheres to the EU-U.S. DPF Principles and the Swiss-U.S. DPF Principles, and further agrees the US Federal Trade Commission has jurisdiction to investigate claims against our organization regarding possible unfair or deceptive practices and violations of laws or regulations covering privacy.

RippleWorx complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. RippleWorx has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union and the United Kingdom in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF. RippleWorx has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) Program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>

As an individual residing in the US, EU, or Switzerland, you have the possibility to invoke binding arbitration under certain conditions. RippleWorx is obligated to arbitrate claims and follow the terms as set forth in Annex I of the DPF Principles, provided that an individual has invoked binding arbitration by delivering notice to your organization and following the procedures and subject to conditions set forth in Annex I of Principles.

RippleWorx is liable in cases where personal information is transferred to a third party, and agrees to comply with the Accountability for Onward Transfer Principle and the Notice and Choice Principles set forth in the DPF Program.

How We Secure Information

We are committed to maintaining measures to protect the security of your information. Of course, despite these measures, no network or system is ever entirely secure and we cannot guarantee the security of networks and systems that we operate or that are operated on our behalf.

How We Share Information

We may share your information with third parties as permitted or required by law or as directed or authorized by you. Our customers collect your information through our Services and may use that information for their own purposes. To learn more about their information use and sharing practices, you should contact them. We may share information about you:

1. With service providers and vendors who support our business or provide services to us, including those who help to operate our Services.
2. With our professional advisors who provide legal, compliance, accounting, banking, or consulting services.
3. In order to comply with our legal obligations or to protect our interests, property or legal rights, or those of our customers or third parties.
4. With law enforcement, officials, or other third parties when we are compelled to do so by a subpoena, court order, or similar law enforcement request, or when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of this Privacy Notice or other applicable terms.



5. With companies or other entities in connection with, or during the negotiation of, any merger, sale of company stock or assets, financing, acquisition, divestiture or dissolution of all or a portion of our business.
6. For other legal purposes, such as to enforce our terms and conditions, or to exercise or defend legal claims.
7. With your direction or consent.

International Data Transfers

We currently host our Services in the United States and the European Union for customers located in those jurisdictions and do not transfer personal information between those hosting locations except where it is subject to the standard contractual clauses provided by the European Commission or another permissible method of compliance providing an adequate level of protection.

Please note that our website is hosted in the United States. By interacting with our website and providing personal information to us through it, you are consenting to the transfer of that personal information into the United States.

What Choices Do I Have?

Update personal information. If you are a business client or employee of our client and you have an account with us, you may update any of your personal information by logging into your account directly.

Marketing communications. You may receive marketing information from Rippleworx, including updates from our blog. You may opt out of receiving marketing emails, by following the unsubscribe link in each email, or by contacting us at support@rippleworx.com. Please note that you may continue to receive non-marketing emails from us after you opt-out.

Cookies. You have a number of choices regarding certain cookies. Most web browsers automatically accept cookies, but you may modify your browser's setting to notify you of cookie placement or decline cookies. If you choose to decline cookies, certain features of our website may not function properly as a result.

Your Rights as an EU Resident

If you are an EU or UK resident, you have certain rights in respect of the information that we hold about you. Below is a short overview of those rights:

1. You have the right to a copy of the personal data that we hold about you.
2. You have the right to have the personal data we hold about you corrected if it is factually inaccurate. This right does not extend to matters of opinion, such as views expressed in editorial content (such as on our blog).
3. You have the right to have personal data that we hold about you erased (the "right to be forgotten").
4. You have the right to object to our processing of your personal data where we rely on "legitimate interests" as our legal basis for processing.
5. If we are processing your personal data on the basis of your consent, you have the right to withdraw that consent at any time, in which case we will stop that processing unless we have another legal basis on which to continue.



Our platform and service as provided to our business customers enables businesses to analyze their workforces, including through intelligent, automated algorithms that consider sentiments. You have a right not to be subject to decisions based solely on automated decision making, including profiling, which produce legal or similarly significant effects. If you are an EU or UK resident employee of our customer, you should contact your employer if you want to understand their use of our platform or exercise these rights.

You have the right to complain about data privacy matters to the relevant data protection regulator in your country of residence. We invite you to raise your concerns with us first, so that we can try to resolve them.

Updates to Our Privacy Notice

We may update this Privacy Notice from time to time in order to provide clarification or notice of changes to our practices. If we make changes, we will revise the Effective Date. Changes to this Privacy Notice will be effective once they are posted unless otherwise indicated.