

BUSYBUSY TERMS & AGREEMENTS

This Agreement, together with any terms expressly incorporated by reference, including the [busybusy Privacy Policy \(https://busybusy.com/privacy/\)](https://busybusy.com/privacy/), governs Your use of our Services to which You, or a third party which will give You access, such as an employer, have subscribed.

By using the Services, You agree to the terms of this Agreement. If You are entering into this Agreement on behalf of any other legal entity, You represent that You have the authority to bind that entity to these terms and conditions. Our Privacy Policy describes in detail our online information practices and how we collect, use, and/or disclose Your information when You use, access, or visit the Services. By accessing or using the Services, You agree to our information collection and use practices as disclosed in our Privacy Policy. You may review the Privacy Policy [here \(https://busybusy.com/privacy/\)](https://busybusy.com/privacy/).

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on February 23, 2024. It is effective between You and Us as of the date of You accepting this Agreement.

Please note that THIS AGREEMENT contains a dispute resolution POLICY that requires arbitration, waives your right to trial by jury, and waives your right to participate in any class action or representative proceeding in the event of disputes, as set out in more detail below.

1 DEFINITIONS

"AFFILIATE"

means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"APPEXCHANGE"

means the online directory of applications that interoperate with the busybusy.com site, located within the busybusy.com site or at any successor websites.

"MALICIOUS CODE"

means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"NON-BUSYBUSY.COM APPLICATIONS"

means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the busybusy.com site.

"PURCHASED SERVICES"

means Services that You or Your affiliates, agents, employers, consultants, contractors, or other 3rd parties which will give You access, purchase from busybusy.com.

"SERVICES"

means the products and services that are available on the busybusy.com site and made available by Us online. "Services" exclude Non-busybusy.com Applications.

"USERS"

means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"WE," "US" OR "OUR"

means the busybusy.com company described in Section 12.

"YOU" OR "YOUR"

means You, the company or other legal entity for which you are accepting this Agreement, and Affiliates, employees, agents, consultants, contractors or other third parties who You give access to, for that company or entity.

"YOUR DATA"

means all electronic data or information submitted by You to the Services.

2 PROVISION OF SERVICES

We will make the Services available to You as they become available as for which You have subscribed. This includes access to the Free Services. Once You have opened an account, you can open a business or personal workspaces and give access to others to operate within it. As additional features are developed within the subscription area that You have purchased, You will be given access for your business purposes. As additional subscription services are developed, You will be advised that the same are available, and You may expand your subscription to include such services. In the event that you discontinue any services with Us, you will be given notice of a timeframe during which You may capture any data that You have placed in the system if you do not desire to continue with the paid services. Your use hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

3 USE OF THE SERVICES**OUR RESPONSIBILITIES.**

We will (i) provide basic support for the Services to You at no charge (ii) make available to you paid services as provided on the website from time to time, for which the charges are explained on the website (iii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 5 days notice, or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iv) provide the Services only in accordance with applicable laws and government regulations.

OUR PROTECTION OF YOUR DATA.

We will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 8.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, WILL BE PERMANENTLY LOST IF YOU DISCONTINUE OUR SERVICES AND DO NOT PERFORM FUNCTIONS TO RETIAN YOUR DATA. IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY YOUR CURRENT SERVICE, YOU MUST EXPORT YOUR DATA BEFORE THE DOWNGRADE SERVICE GOES INTO EFFECT OR YOUR DATA WILL BE PERMANENTLY LOST. NOTWITHSTANDING SECTION 8 (WARRANTIES AND DISCLAIMERS), BUSYBUSY IS NOT RESPOSIBLE FOR ANY USER ERROR IN THE EVENT THAT DATA CREATED OR LOST RESULTS IN ANY LEGAL ISSUES OR LAWSUITS.

If Your Data includes any Personal Data (as defined in Schedule 1), the parties will comply with the Data Processing Terms in Schedule 1.

YOUR RESPONSIBILITIES.

You shall (i) be responsible for Users' compliance with this Agreement. This means that if You create a business or personal workspace for others to interact on, each of them must open an account, and be responsible for compliance with these Terms and Conditions, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the information presented on the website, any User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks. You must advise Users on any business workspace which you create, that when Users interface in that business workspace, enter time, upload pictures, or post any other data, that You will be collecting that data and using it for analysis, trending, other business purposes, and including GPS (global positioning system) stamping.

USAGE LIMITATIONS.

Services may be subject to other limitations, such as, for example, limits on disk storage space.

4 NON-BUSYBUSY.COM PROVIDERS

ACQUISITION OF NON-BUSYBUSY.COM PRODUCTS AND SERVICES.

We or third parties may from time to time make available to You third-party products or services. Any acquisition by You of such products or services, and any exchange of data between You and any other entity, is solely between You and the applicable provider. We do not warrant or support non-busybusy.com products or services.

NON-BUSYBUSY.COM APPLICATIONS AND YOUR DATA.

If You install or enable Non-busybusy.com Applications for use with Services, You acknowledge that We may allow providers of those Non-busybusy.com Applications to access Your Data as required for the interoperation of such Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access.

INTEGRATION WITH NON-BUSYBUSY.COM SERVICES.

The Services may contain features designed to interoperate with Applications such as Google, Facebook or Twitter. To use such features, You may be required to obtain access to such Applications from their providers.

5 FEES AND PAYMENT FOR PURCHASED SERVICES

Fees for purchased services are posted on the site. When you subscribe to any of these services, you will be asked for a payment method. Read more about our [Fair Billing Policy \(https://busybusy.com/fair-billing/\)](https://busybusy.com/fair-billing/).

6 PROPRIETARY RIGHTS

RESERVATION OF RIGHTS IN SERVICES.

Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

RESTRICTIONS.

You shall not (i) permit any third party to access the Services except as permitted herein, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

FEDERAL GOVERNMENT END USE PROVISIONS.

We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

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CONFIDENTIALITY

DEFINITION OF CONFIDENTIAL INFORMATION.

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data (with the exception of data entered into other's business or personal workspaces, as delineated in Section 3.3 above); Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

PROTECTION OF CONFIDENTIAL INFORMATION.

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

COMPELLED DISCLOSURE.

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8 WARRANTIES AND DISCLAIMERS

OUR WARRANTIES.

We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, and (ii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (v) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 11 (Term and Termination).

YOUR WARRANTIES.

You warrant that You have validly entered into this Agreement and have the legal power to do so.

DISCLAIMER.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9 MUTUAL INDEMNIFICATION

INDEMNIFICATION BY US.

We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, or (ii) obtain a license for Your continued use of the Services in accordance with this Agreement.

INDEMNIFICATION BY YOU.

You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

EXCLUSIVE REMEDY.

This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

10 WAIVER, RELEASE, AND LIMITATION OF LIABILITY

You agree that to the fullest extent allowed by law, busybusy, its affiliates, any licensor or supplier, or any third party who promotes or provides a link to the services shall not be liable to you for any special, punitive, indirect, incidental, lost profits, or consequential damages, losses, fees, charges, expenses, or liabilities related to the operation of or your access and use of the services.

To the fullest extent permitted by law, with respect to direct damages, and where the above exclusions of indirect, consequential, and other damages are limited or prohibited under law, you agree that any and all damages, losses, fees, charges, expenses, or liabilities you suffer or incur related to your access and use of the services that result from any act or omission of busybusy, its affiliates, any busybusy's licensor or supplier, or any third party who promotes or provides a link to the services, shall be limited to the fees paid by you during the three months preceding the event giving rise to liability, or if no fees were paid or payable by you for such period, \$100.00.

The above limitations and exclusions to liability apply regardless of the type of damages or claims, including without limitation, damages or claims related to (i) personal injury, wrongful death, loss of use, loss of profits, interruption of service, or loss of data; or (ii) mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission; or (iii) any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction, or unauthorized access to your records, programs, or services; or (iv) otherwise arising out of or in any way connected with the use of or the inability to use the service. You agree that this limitation applies even if busybusy, its affiliates, any licensor or supplier, or any third party who promotes or provides a link to the services is negligent or has been advised of the likelihood or possibility of such damages, losses, fees, charges, expenses, or liabilities.

This Section 10 does not apply to instances as defined in Paragraph 6.2 of this agreement, nor if You violate the primary terms of this agreement:

"You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes."

In such event, damages will be determined by a court of competent jurisdiction or settled by arbitration.

The parties agree that the exclusions of remedies and limitations specified in this section are essential terms without which the services would not be offered, are a reasonable allocation of risk, and apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose.

To the extent the above limitation of liability is restricted under law, the above limitation shall be applied to the maximum extent permitted under such law.

11 TERM AND TERMINATION

TERM OF AGREEMENT.

This Agreement commences on the date You accept it and continues until You discontinue use of the Services.

Termination: upon 30 days written notice, either party may terminate this agreement.

RETURN OF YOUR DATA.

Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

SURVIVING PROVISIONS.

Section 6 (Proprietary Rights), 7 (Confidentiality), 8 (Disclaimer), 9 (Mutual Indemnification), 10 (Waiver, Release and Limitation of Liability), 11.2 (Return of Your Data), 12 Notices, Governing Law and Jurisdiction, 13 (Dispute Resolution Policy), and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

12 WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

You are contracting with busybusy Inc., a Delaware Corporation, whose address is:

Legal Department

Attn: Chief Legal Officer

400 Inverness Parkway

Suite 250

Englewood, Colorado 80112

This is the address that You must use for any notices to Us.

This Agreement is made subject to and shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts of laws principles. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Arapahoe County, Colorado, except that injunctive or other equitable relief may be sought from any U.S. court of competent jurisdiction. The User acknowledges that the extent of damages to Us in the event of the breach of any of our intellectual property rights by the User would be difficult or impossible to ascertain, and that there will be available no adequate remedy at law in the event of any such breach. The User therefore agrees that in the event it breaches any of our intellectual property rights, we will be entitled to seek injunctive or other equitable relief, in addition to any other relief or remedies to which it may be entitled at law or in equity.

13 DISPUTE RESOLUTION POLICY

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES ARBITRATION OF CERTAIN DISPUTES ON AN INDIVIDUAL BASIS AND LIMITS THE PROCEDURES BY WHICH YOU CAN SEEK RELIEF FROM BUSYBUSY, INCLUDING WAIVING YOUR RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

AGREEMENT TO ARBITRATE AND JURY WAIVER.

You and busybusy mutually agree to resolve Disputes (as defined below) with busybusy in arbitration as set forth in more detail below. Both You and busybusy waive the right to a jury trial on any Disputes to the fullest extent of the law. The word "Disputes" means any disputes, claims, suits, actions, causes of action, losses, liabilities, and/or demands in any way relating to, in connection with, or arising out of the Services, use of any cookies, pixels, web beacons, or similar technologies, data or information, privacy, sharing, or security concerns, incidents or breaches, or this Agreement, including any past, currently pending, existing, or future Disputes of any kind, except any disputes or claims which under governing law are not subject to arbitration to the fullest extent permitted by law. "Disputes" do not include, and this arbitration and class waiver provision does not apply to, claims by or against busybusy employees related to the terms or conditions of their employment, individual actions brought in small claims court for disputes fully within the scope of such court's jurisdiction, or claims in which either party seeks injunctive or other equitable relief to prevent the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.

CLASS ACTION WAIVER.

To the maximum extent allowed by applicable law, You and busybusy agree that each may bring claims against the other only in Your or its individual capacity, on an individual basis, and that You and busybusy each waive any right to pursue claims on a class, collective, non-individual, mass, or consolidated basis, or in a representative proceeding. The arbitrator may not join or consolidate more than one person's claims and may not otherwise preside over any form of representative, collective, non-individual, mass, or class proceeding. Nothing in these terms should be read to allow class arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. All other disputes with respect to whether this Dispute Resolution provision and its terms are unenforceable, unconscionable, applicable, valid, void, or voidable shall be determined exclusively by an arbitrator and not by any court.

PRE-ARBITRATION NOTICE AND GOOD FAITH NEGOTIATIONS.

You and busybusy also agree that each party will notify the other in writing of any Dispute before initiating arbitration so that we can try to resolve the Dispute informally and individually. Notice by busybusy will be sent to You at Your last known street and email addresses on file, and notice by You to busybusy will be sent by mail to the busybusy Legal Department address listed in Section 12. The notice of Dispute must be specific and individual to You and include Your name, street address, telephone number, and email address used for access to the Services, as well as a brief description of the Dispute, the amount of money (if any) at issue, and the specific relief sought. The notice must be signed and include Your handwritten signature or the handwritten signature of a busybusy employee, as applicable, depending on which party is initiating the Dispute. You and busybusy then agree to negotiate personally, individually, and in good faith to try to resolve the Dispute. If, and only if, we cannot resolve the Dispute within thirty (30) days after the notice is received, then either party may commence an arbitration proceeding with a written demand for arbitration. Any limitations period will be tolled from the date the Dispute is noticed to the other side until the expiration of this thirty (30)-day period. Compliance with this Pre-Arbitration Notice provision is a condition precedent and requirement for initiating any arbitration proceedings.

ARBITRATION PROCEDURES.

To make arbitration as cost-efficient for the parties as possible, the parties agree to initiate any arbitration without using an arbitration service provider or administrator and to instead serve directly on the other party a written arbitration demand setting forth the relevant facts and claims. The demand will be specific and individual to You and include the information and signature set out in the Pre-Arbitration Notice provision above. The delivery addresses for service of the written arbitration demand are the same as set out in the notice paragraph above. The arbitrator will be selected through mutual agreement of the parties, and the arbitrator will be a licensed attorney or a retired judge. The parties may use an arbitrator from the lists of court-approved neutrals listed on the website for the U.S. District Court for Colorado or another mutually agreed-upon arbitrator, and the court will appoint an arbitrator under 9 U.S.C. § 5 if the parties cannot agree. The arbitration will be conducted in Arapahoe County, Colorado, or another mutually agreed location, and the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of arbitration. Any documents exchanged will not be used or shared outside of the arbitration process without the prior written consent of the parties or as required by law. Unless otherwise prohibited by law, all arbitration proceedings will be confidential to busybusy and You and closed to the public and anyone not a party to the proceeding. The arbitrator will have the authority to award monetary damages and other remedies on an individual basis only, to the extent available under applicable law and consistent with and subject to the limitations set forth in this Agreement. Also, to the fullest extent allowed by law, the arbitrator may award declaratory or injunctive relief only in favor of You or busybusy and only to the extent necessary to provide the relief warranted by Your or busybusy' individual claim. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. Except as modified by these terms, the parties agree to conduct their arbitration pursuant to the JAMS General Arbitration Rules and Procedures, available here.

ARBITRATION FEES.

The party initiating the arbitration will pay any filing, case initiation, or arbitrator fees up to the amount that would be required to pursue the same claim in the U.S. District Court for Colorado. For individual damages claims with less than \$25,000 at issue, busybusy will pay the additional reasonable fees and costs of arbitration. For claims with more than \$25,000 at issue or where a party seeks injunctive or declaratory relief, the parties will share the fees and costs of arbitration equally. The parties' good faith negotiation of reasonable fees with the arbitration provider is authorized as needed. If the arbitrator determines that Your or our claim(s) are frivolous, the party bringing the frivolous claim(s) will reimburse the other party for any amounts that other party paid for the arbitration.

FEDERAL ARBITRATION ACT.

This Agreement affects interstate commerce, and the interpretation and enforceability of this Dispute Resolution provision will be substantively, procedurally, and exclusively governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq., to the maximum extent permitted by applicable law, except as modified by this Agreement.

FORUM SELECTION.

For any dispute not subject to arbitration, You and busybusy agree to proceed in state and federal courts covering Arapahoe County, Colorado, and You agree to be subject to personal jurisdiction there, waiving any jurisdictional, venue, or inconvenient forum defenses or objections to those courts. If busybusy does not enforce any rights under this Agreement at any point, it will not be deemed a waiver of any provision or right under this Agreement.

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14 GENERAL

No failure or delay by a party in exercising any right under this Agreement will operate as a waiver of such right or any other right under this Agreement. In the event any provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, the remaining provisions of this Agreement will remain in full force and effect to the maximum extent possible. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof. All prior or contemporaneous agreements or understandings between the parties relating to the subject matter hereof, whether oral or written, are superseded by and merged into this Agreement. No amendment or modification of this Agreement will be valid or binding on the parties unless the same is in writing and executed on behalf of each party by its duly authorized representative.

SCHEDULE 1

DATA PROCESSING TERMS

1. DEFINITIONS

- In this Schedule 1, the terms “Personal Data”, “Controller”, “Processor”, “Data Subject”, “Process” and “Supervisory Authority” shall have the same meaning as set out in applicable Data Protection Laws with the same or equivalent terms, and the following words and expressions shall have the following meanings unless the context otherwise requires:
- “Your Personal Data” means any Personal Data within Your Data.
- “Data Protection Laws” means all applicable laws, rules and regulations relating to the Processing of Personal Data as amended, repealed, consolidated or replaced from time to time.
- “Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any of Your Personal Data by busybusy that compromises the security, confidentiality or integrity of such Your Personal Data.
- “Standard Contractual Clauses” means the standard contractual clauses for the transfer of personal data annexed to European Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
- “Subprocessor” means any Processor engaged by busybusy to Process Your Personal Data on busybusy’s behalf.
- “Third Country” means any destination country outside of a source country in which the Data Protection Laws restrict transfers of Personal Data to such other destination countries, except where the Data Protection Laws and applicable regulatory authorities of the source country adopted an adequacy decision regarding the Data Protection Laws of the destination country such that transfers of Personal Data to that destination country are not restricted.
- “UK Addendum” means United Kingdom (“UK”) Information Commissioner’s (“ICO”) International Data Transfer Addendum to the EU Commission Standard Contractual Clauses Version B1.0 in force 21 March 2022.

2. Data Processing

- busybusy will only Process Your Personal Data in accordance with the Agreement (including any order form), and Your written instructions, to the extent necessary to provide the Services to You, including with respect to transfers of Your Personal Data, unless Processing is required by other applicable laws, in which case busybusy shall, to the extent permitted by applicable law, inform You of that legal requirement before so Processing that Your Personal Data. busybusy shall not Process Your Personal Data outside of the direct business relationship between You and busybusy. busybusy shall not ‘sell’ or ‘share’ (as such terms may be specifically defined in applicable Data Protection Laws) Your Personal Data. The Agreement (including any order form) and the Schedule 1 shall be Your complete and final instructions to busybusy in relation to the Processing of Your Personal Data. Processing outside the scope of the foregoing will require prior written agreement between You and busybusy on additional instructions for Processing and may be subject to additional fees.
- Unless otherwise expressly permitted by busybusy or as part of a specific feature of the Service, Your Personal Data shall not include any sensitive or special data that imposes specific data security or data protection obligations on busybusy in addition to or different from those specified in the Agreement or which are not provided as part of the Services.
- If applicable Data Protection Laws recognize the roles of Controller and Processor as applied to Your Personal Data then, as between You and busybusy, You act as Controller and busybusy acts as a Processor (or Subprocessor, as the case may be) of Your Personal Data.
- By entering into the Agreement, You agree that Your Personal Data will be transferred to the United States of America or other countries as set forth in this Schedule 1 for purposes such as providing the Services as a Processor, account registration, administration, billing, communication with customers, direct

marketing, security, license compliance and fraud prevention, user experience optimization, product and service improvements.

- As required by applicable Data Protection Laws, if busybusy believes any of Your instructions to Process Your Personal Data will violate applicable Data Protection Laws, or if applicable Data Protection Laws require busybusy to process Your Personal Data in a way that does not comply with Your documented instructions, busybusy shall notify You in writing, unless applicable Data Protection Laws prohibit such notification, provided busybusy is not responsible for performing legal research or providing legal advice to You.
- busybusy shall Process Your Personal Data for the duration of the provision of Services in accordance with the Agreement and thereafter only as set forth in the Agreement and this Schedule 1.
- Each party will comply with Data Protection Laws applicable to such party in connection with the Agreement and this Schedule 1.

3. Subprocessing

- Consent to Subprocessor Engagement. You generally authorize the engagement of third parties as Subprocessors provided such engagement complies with this Section 2. For the avoidance of doubt, this authorization constitutes Your prior written consent to the subprocessing of Your Personal Data for purposes of Clause 9, Option 2 of the Standard Contractual Clauses and any similar requirements of other data transfer mechanisms.
- Information about Subprocessors. A current list of Subprocessors is available in the application ("Subprocessor List") to current busybusy customers and may be updated by busybusy from time to time in accordance with this Schedule 1. busybusy will provide notice of additions to the Subprocessor List via email.
- Requirements for Subprocessor Engagement. When engaging any Subprocessor, busybusy will:
 - execute with Subprocessors a written agreement providing:
 - the Subprocessor Processes Your Personal Data only to the extent required to perform the obligations subcontracted to it and does so in accordance with the Agreement and this Schedule 1; and
 - the Subprocessor utilizes substantially the same level of data protection and security with regard to its Processing of Your Personal Data as described in this Schedule 1.
 - be responsible for the Subprocessor's violations of this Schedule 1 or Data Protection Laws in relation to the services such Subprocessor provides to busybusy to the extent busybusy would be liable for the same violations under the terms of the Agreement.
- Opportunity to Object to Subprocessor Changes. You may, on reasonable and objective grounds, object to busybusy's use of a new Subprocessor by providing busybusy with written notice within ten (10) days after busybusy has provided notice to You as described herein with documentary evidence that reasonably shows that the Subprocessor does not or cannot comply with the requirements in this Schedule 1 or Data Protection Laws ("Objection"). In the event of an Objection, You and busybusy will work together in good faith to find a mutually acceptable resolution to address such Objection, including but not limited to reviewing additional documentation supporting the Subprocessor's compliance with the Schedule 1 or Data Protection Laws.

4. International Transfers

- In accordance with Your instructions above, busybusy may Process Your Personal Data on a global basis as necessary to provide the Services, including for IT security purposes, maintenance and provision of the Services and related infrastructure, technical support, and change management.
- To the extent that the Processing of Your Personal Data by busybusy involves the transfer of such Your Personal Data from a country whose Data Protection Laws restrict the transfer of Personal Data to Third Countries, then such transfers shall be subject to the protections and provisions of the Standard Contractual Clauses (the Appendix for which is attached to this Schedule 1 in Schedule 1), the UK Addendum for transfers from the UK to Third Countries, or other binding and appropriate transfer mechanisms that provide an adequate level of protection in compliance with Data Protection Laws. For purposes of this Section 4, transfers to the United States shall be carried out under the SCCs and UK Addendum, as applicable.
- You shall be deemed to have signed the SCC in Schedule 1, Annex I in Your capacity of "data exporter" and busybusy in its capacity as "data importer." Module One of the SCCs shall apply when You and busybusy both act as Controller of the Personal Data. Module Two shall apply when You are Controller of Your Personal Data and busybusy is Processor of such data. Module Three shall apply when You are a Processor of Your Personal Data on behalf of Your customer and busybusy is a subprocessor of such data. If Module Three applies, You hereby notify busybusy that You are a Processor and the instructions shall be as set forth in this Schedule 1. For purposes of Clauses 17 and 18 of the SCCs, the Parties select The Netherlands. Clause 7 is omitted. In Clause 11(a), the optional provision shall not apply. To the extent such a transfer includes Personal Data subject to Data Protection Laws of Switzerland, the Standard Contractual Clauses shall be adapted to use for Switzerland (where the Swiss Federal Act on Data Protection shall apply as the applicable Data Protection Law, Clauses 17 and 18 of the SCCs shall refer to Switzerland, and Data Subjects in Switzerland shall be able to avail themselves of any rights conferred by the Standard Contractual Clauses).
- If the UK Addendum applies, then:
 - Table 1 of the UK Addendum is completed with the Parties' details and Key Contacts of You (as data exporter) and busybusy (as data importer), as provided above. The "Start date" is the Effective Date or other similar date of the Agreement.
 - Table 2 of the UK Addendum is completed by selecting "the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum".
 - For the purposes of Table 2 and Table 3 of the UK Addendum, the "Approved EU SCCs" are completed with the Modules, selections, and details set forth above.
 - Table 4 of the UK Addendum is completed by selecting "neither party".
- The SCC, or UK Addendum, as applicable, will cease to apply if busybusy has implemented an alternative recognized compliance mechanism for the lawful transfer of personal data in accordance with applicable Data Protection Laws.

- In the event of any conflict between any terms in the SCC or UK Addendum, as applicable, and the Schedule 1, the SCC or UK Addendum, as applicable, shall prevail to the extent of the conflict.

5. Security, Audits, and Notifications

- busybusy Security Obligations. busybusy shall implement appropriate technical and organizational measures designed to protect Your Personal Data as set forth in the Agreement. busybusy may update its security practices from time to time but will not materially decrease the overall security of the Services during the term of the Agreement. Such measures shall include process for regularly testing, assessing, and evaluating the effectiveness of the measures.
- Security Audits.
 - busybusy will, upon Your written request, verify its compliance with its obligations in this Schedule 1 by first providing to You documentation regarding the same and, if such documentation is not reasonably sufficient to address Your inquiries, participate in audits as set forth below.
 - You may, upon at least 30 days' advance written notice and at reasonable times, audit (either by yourself or using independent third-party auditors) busybusy's compliance with the security measures set out in this Schedule 1 solely for the purpose of confirming busybusy's compliance with its obligations under this Schedule 1. busybusy shall reasonably assist with any audits conducted in accordance with this Section. Such audits may be carried out once per year, or more often if required by Data Protection Law or Your applicable Supervisory Authority.
 - Any third party engaged by You to conduct an audit must be pre-approved by busybusy (such approval not to be unreasonably withheld) and sign busybusy's confidentiality agreement. You must provide busybusy with a proposed audit plan at least two weeks in advance of the audit, after which You and busybusy shall discuss in good faith and finalize the audit plan prior to commencement of audit activities.
 - Audits may be conducted only during regular business hours, in accordance with the finalized audit plan and busybusy's security and other policies and may not unreasonably interfere with busybusy's regular business activities.
 - Information obtained or results produced in connection with an audit are busybusy confidential information and may only be used by You to confirm compliance with this Schedule 1 and for complying with its requirements under Data Protection Laws.
 - Without prejudice to the audit rights granted above, if the requested audit scope is addressed in a SOC, ISO, or similar audit report or attestation letter issued by a qualified third party auditor within the prior twelve months and busybusy provides such report or attestation letter to You confirming there are no known material changes in the controls audited, You agree to accept the findings presented in the third party audit report or attestation letter in lieu of requesting an audit of the same controls covered by the report.
- Upon Your written request, busybusy shall make available all information reasonably necessary to demonstrate compliance with this Schedule 1 as required by Data Protection Laws.
- Personal Data Breach.
 - If busybusy or any Subprocessor becomes aware of and determines a Personal Data Breach has occurred, busybusy will notify You of the Personal Data Breach without undue delay and, in any case, within seventy-two (72) hours after such determination, at the contact information on file.
 - busybusy's contact point for additional details regarding a Personal Data Breach is legal@busybusy.com. busybusy's provision of any notification of a Personal Data Breach shall not constitute an admission of fault.
 - You are solely responsible for fulfilling any Personal Data Breach notification obligations applicable to You. You and busybusy shall work together in good faith within the timeframes for You to provide Personal Data Breach notifications in accordance with Data Protection Laws to finalize the content of any notifications to Data Subjects or Supervisory Authorities, as required by Data Protection Laws. busybusy's prior written approval shall be required for any statements regarding, or references to, busybusy made by You in any such notifications.
- busybusy shall treat Your Personal Data as Your Confidential Information, and shall put procedures in place to ensure that any employees or other personnel with access to Your Personal Data have committed themselves to confidentiality of Your Personal Data or are under an appropriate statutory obligation of confidentiality and do not Process Your Personal Data other than in accordance with this Schedule 1.

6. Access Requests and Data Subject Requests

- Save as required (or where prohibited) under applicable law, busybusy shall promptly notify You of any request received by busybusy or any Subprocessor from a Data Subject in respect of their Personal Data included in Your Personal Data ("Data Subject Request") and shall not respond to the Data Subject Request where the Data Subject identifies You as its Controller. If a Data Subject does not identify a Controller, busybusy will instruct the Data Subject to identify and contact the relevant Controller.
- Where applicable, and taking into account the nature of the Processing, busybusy shall use reasonable endeavors to assist You by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Your obligation to respond to Data Subject Requests as required by Data Protection Laws. In order to receive such assistance, You shall utilize any tools provided by busybusy including those providing You with the ability to correct, delete, block, access or copy the Personal Data of a Data Subject. If such functionality or other tools are not available, You may contact legal@busybusy.com requesting assistance and clearly stating the nature of the Data Subject Request.

7. Data Protection Impact Assessments and Prior Consultation

- To the extent required under applicable Data Protection Laws, busybusy shall provide reasonable assistance to You with any data protection impact assessments and with any prior consultations to any Supervisory Authority of You, in each case solely in relation to Processing of Your Personal Data and taking into account the nature of the Processing and information available to busybusy.
- Such cooperation and assistance are provided to the extent You do not otherwise have access to the relevant information, and to the extent such information is available to busybusy. busybusy may fulfill its above obligations by providing You with documentation regarding its Processing operations.

APPENDIX TO THE STANDARD CONTRACTUAL CLAUSES

ANNEX I

1. LIST OF PARTIES

Data exporter

Name:	The data exporter is the entity identified as “You” in the Agreement.
Address:	As set forth in the Agreement
Contact person:	As set forth in the Notices provision in the Agreement
Activities relevant to the data transferred under these Clauses:	As set forth in the Agreement
Signature and date:	Refer Agreement
Role:	Controller, except when processing data on behalf of another entity, in which case data exporter is a Processor

Data importer

Name:	The data importer is the entity identified as “busybusy” in the Agreement
Address:	As set forth in the Agreement
Contact person:	
Activities relevant to the data transferred under these Clauses:	As set forth in the Agreement
Signature and date:	Refer to Agreement
Role:	Processor, or Subprocessor if data exporter is a Processor

1. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:	Data exporter’s personnel.
Categories of personal data transferred:	As set forth in Section II of the Privacy Policy (https://busybusy.com/privacy/) .
Sensitive categories of data (if appropriate):	N/A
The frequency of the transfer:	As set forth in the Agreement
Nature of the processing:	The subject-matter and nature of the processing of data exporter Personal Data by data importer is for the provision of the Services to the data exporter under the Agreement.
Purposes of the data transfer and further processing:	Refer to Schedule 1.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	Personal Data will be processed for the duration of the Agreement, subject to Schedule 1
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	Refer to Schedule 1 and the Agreement

1. COMPETENT SUPERVISORY AUTHORITY

The competent Supervisory Authority shall be the Netherlands, the UK ICO for matters related to the UK or UK data subjects, or the Swiss Federal Data Protection and Information Commissioner for matters related Switzerland or Swiss data subjects.

ANNEX II

Technical and organizational measures including technical and organizational measures to ensure the security of the Customer Personal Data:

- **Administrative controls**

- Security education, training, and awareness program – data importer trains all employees on hire and on a recurring basis on security concepts. Training exercises are conducted to provide opportunities to use their knowledge.
- Developer security training – Software developers receive additional ongoing training in secure coding concepts.
- User access reviews – Access to critical systems is reviewed for appropriate authorizations regularly on a recurring basis.
- Backup strategy – maintain backups consistent with availability and durability requirements.
- Incident response team – data importer maintains an incident response capability including a specific team to handle such incidents.
- Secure system development lifecycle – System development follows a documented process and includes security considerations throughout the lifecycle.
- Change management process – All changes to software go through a documented change management process.

- **Technical Controls**

- Encryption in transit – Communication with the web application is performed through a TLS-secured connection with a restricted cipher suite.
- Encryption at rest – data exporter personal data is protected with AES256 encryption and unique keys for each user.
- Backups – Critical data and system configuration information is backed up on a regular and rolling basis.
- Vulnerability scanning – Web application scanning occurs regularly to identify potential vulnerabilities within data importer's platform.
- Static code analysis – Source code is subjected to static analysis to uncover errors or security risks prior to being approved for use in service delivery.
- Capacity monitoring – Information assets are monitored to ensure capacity exceeds that needed to meet demand.

- **Physical Controls**

- Infrastructure hosted and secured by Amazon Web Services – data importer infrastructure to deliver services is hosted by Amazon Web Services and includes physical measures designed to protect against fire, flood, power interruption, and sabotage.

ANNEX III

The data exporter has authorized the use of the following subprocessors:

As set forth in Schedule 1.

END of User Agreement

If you have any questions or concerns regarding this agreement,
please contact us at legal@busybusy.com

END of User Agreement

If you have any questions or concerns regarding this agreement,
please contact us at legal@busybusy.com