

## Submittable Customer Terms of Service for WeHero

This Submittable Customer Terms of Service for WeHero (“**WeHero TOS**”) is by and between Submittable Holdings, Inc., a Delaware Corporation with offices located at 101 E. Front St, Suite #500, Missoula, MT 59802 (“**Submittable**”) and the person or entity who executed the Order Form (“**Customer**” or “**You**”) for products or services relating to WeHero or WeHero Select (collectively, “**WeHero**”). This WeHero TOS sets out the terms, requirements, and conditions under which Submittable will provide services for Customer’s volunteering program (“**Event**”). Capitalized terms not otherwise defined shall have the meaning given to them in the Submittable Customer Terms of Service (“**Submittable TOS**”). Except as modified below, the terms of the Submittable TOS shall remain in full force and effect. This WeHero TOS is effective as of the date Customer executed the Order Form. Submittable and Customer may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

1. **Statement of Work:** The Parties shall establish a mutually agreed upon statement of work (“**SOW**”) that includes the following information (“**Event Details**”), a template of which is attached hereto as **Exhibit A**:

- 1.1. Name of the Event
- 1.2. Date and time of the Event (“**Event Date**”)
- 1.3. Type of event (e.g., in-person, remote, hybrid)
- 1.4. Facilitation necessary (e.g., in-person, virtual, or self-guided)
- 1.5. Number of individuals participating in the Event (“**Participants**”)
- 1.6. Registration deadline for participating in the Event (“**Registration Deadline**”)
- 1.7. Contact information for Customer’s designated Event lead

2. **Term.** The term of this WeHero TOS commences as of the effective date of this WeHero TOS and, unless terminated earlier pursuant to any express provisions of this WeHero TOS, will continue in effect until the date specified in the applicable Order Form (“**Term**”).

3. **WeHero Select Credit Usage.** The following terms apply to Customers who have purchased prepaid credits through WeHero Select:

- 3.1. **Initial Purchase and Invoicing.** Submittable will invoice Customer up-front for the purchase of prepaid credits. Upon the initial purchase, the full amount of credits will be invoiced to Customer.
- 3.2. **Credit Application to Events.** Submittable will not invoice any portion of Customer's prepaid credits until an Order Form is executed by Customer to apply such credits toward an Event. Prepaid credits will only be deducted upon submission of the applicable Order Form.
- 3.3. **Event Costs and Remaining Credit Balance.** As Customer draws down their prepaid credit balance by booking Events, they will not be charged further. However, Customer will receive a \$0 invoice from Submittable for each Event, indicating the Event cost applied against their prepaid credits and the remaining credit balance.
- 3.4. **Credit Expiration.** Customer may use any remaining prepaid credits within ninety (90) days following the end of the Term (“**Post-Termination Period**”). After the expiration of the Post-Termination Period, any unused credits shall be forfeited, and Customer will lose any remaining credit balance.
- 3.5. **Event Booking During Post-Termination Period.** In order to utilize prepaid credits during the Post-Termination Period, Customer must have booked the relevant Event prior to the end of the Term. No credits can be applied to Events booked after the end of the Term.

4. **No Damages for Delay.** Customer acknowledges and agrees that if an SOW containing the Event Details is not finalized at least four (4) weeks prior to the Event, Submittable shall not be responsible for any resulting delays or inability to fulfill Customer’s preferences due to the late establishment of the SOW.

5. **Changes to Event Details.** Submittable will use reasonable efforts to accommodate modifications to the Event Details within the four-week lead time set forth in Section 2. However, such changes are subject to scheduling constraints and resource availability and cannot be guaranteed.

6. **Events Canceled Within 30 Days.** If Customer cancels an Event within thirty (30) days of the Event Date, no refunds will be provided. Instead, Submittable will provide a credit, less any non-recoverable costs incurred by

Submittable (including, but not limited to, shipping and handling expenses). This adjusted credit may be applied towards a future Event.

7. Credit Card Fees. Submittable may charge Customer a processing fee of up to three percent (3%) for each payment made using a credit card.
8. Late Participants. Participants added after the Registration Deadline may experience delays in the shipment of Event related materials. Expedited shipping charges may apply.
9. Publicity Rights. Customer grants Submittable and its successors and assigns the perpetual worldwide right and license to use Customer's business name, logo, information publicly available about Customer, Customer's use of WeHero, and affiliation with Submittable to advertise and promote Submittable and WeHero in any and all media and by any and all technologies and means of delivery whether now or in the future known or devised, without further consent from Customer and without any royalty, payment, or other compensation to Customer, subject to Customer's standard trademark guidelines Customer provides to Submittable. To opt out of the right and license granted in this paragraph, please email: [license-opt-out@submittable.com](mailto:license-opt-out@submittable.com).
10. Limitations of Liability. **To the greatest extent allowed by law, in no event will either Party be liable under or in connection with this WeHero TOS or its exhibits under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (a) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages; (b) increased costs, diminution in value, or lost business, production, revenues, or profits; (c) loss of goodwill or reputation; (d) use, inability to use, loss, interruption, delay, or recovery of any data; or (e) cost of replacement goods or services, in each case regardless of whether either Party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable. In no event will either Party's aggregate liability arising out of or related to this WeHero TOS or any of its exhibits under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise exceed the total amounts paid to Submittable under this WeHero TOS in the one-year period preceding the event giving rise to the claim or \$5,000.00, whichever is less. The foregoing limitations apply even if any remedy fails of its essential purpose.**
11. Submittable Indemnification. Submittable shall indemnify, defend, and hold harmless Customer from and against any direct losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that arises from the gross negligence or willful misconduct of Submittable's employees or contractors in the performance of its obligations under this WeHero TOS, but only to the extent that such gross negligence or willful misconduct is directly attributable to Submittable. Submittable's obligations under this section shall not apply to claims arising from the contributory negligence or fault of Customer or any third party.
12. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Submittable, including its officers, employees, and agents, from and against any Losses incurred by Submittable resulting from any Third-Party Claim that arises from (a) any injury or damage occurring at the Event; (b) any actions or omissions by Participants that result in harm or liability; and (c) any third-party claims resulting from the Event. This indemnification obligation applies irrespective of any negligence or misconduct by the indemnified parties, except in cases of gross negligence or willful misconduct by Submittable.

[Exhibit A follows on the next page.]

