

Studio Pro Terms and Conditions

SUBSCRIPTION AND USAGE MASTER SERVICES AGREEMENT

Modified as of October 7, 2025

BEFORE YOU USE THE SOFTWARE SUBJECT TO THIS SUBSCRIPTION AGREEMENT (THIS "**AGREEMENT**"), PLEASE READ THIS DOCUMENT CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN DANCE STUDIO PRO, LLC ("**OUR**", "**US**", "**WE**", OR "**STUDIO PRO**") AND YOU ("**YOU**" OR "**YOUR**") WHICH GOVERNS YOUR USE OF OUR INTERNET-BASED STUDIO MANAGEMENT SOFTWARE SERVICE (THE "**SOFTWARE**" OR "**SERVICES**"). YOU MAY ONLY USE THIS SOFTWARE FOR ITS INTENDED PURPOSE. IN THIS AGREEMENT, EITHER US OR YOU MAY BE REFERRED TO INDIVIDUALLY AS A "**PARTY**", OR US AND YOU TOGETHER, AS THE "**PARTIES**".

BY SIGNING UP FOR THE SERVICES, YOU ARE AGREEING TO THE TERMS SET FORTH HEREIN. WE MAY MODIFY, CHANGE, UPDATE, OR AMEND THIS AGREEMENT AT ANY TIME IN OUR SOLE DISCRETION, BY MANNER OF POSTING AN UPDATE TO THIS AGREEMENT ON THIS WEBSITE AND UPDATING THE 'MODIFIED AS OF' DATE ABOVE. YOU UNDERSTAND THAT YOU MAY NOT CONTINUE TO USE THE SOFTWARE OR SERVICES UNLESS YOU AGREE TO THE UPDATED TERMS, AND THAT SUCH UPDATED TERMS SHALL BE EFFECTIVE UPON THEIR POSTING. IF YOU CONTINUE TO USE THE SOFTWARE OR SERVICES AFTER SUCH UPDATED TERMS ARE POSTED, YOU WILL BE DEEMED TO HAVE CONSENTED TO THEM.

BY ACCESSING OR USING THE MESSAGING COMPONENT OF THE SERVICES (VIA MOBILE APPLICATION(S) AND/OR OTHER ONLINE APPLICATIONS, INCLUDING THE STUDIO PRO WEBSITE VIA MOBILE AND/OR VIA A MOBILE-OPTIMIZED VERSION OF THE WEBSITE), WHETHER AUTOMATED OR OTHERWISE, YOU AGREE TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN OUR PRIVACY POLICY, AND ANY ADDITIONAL TERMS AND CONDITIONS THAT ARE REFERENCED BELOW OR OTHERWISE MAY APPLY TO, ON OR THROUGH, THE SERVICES.

WARNING: THE SOFTWARE IS PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF THE SOFTWARE, OR ANY PORTION OF IT, MAY RESULT IN SEVERE CIVIL AND CRIMINAL PENALTIES, AND WILL BE PROSECUTED TO THE MAXIMUM EXTENT POSSIBLE UNDER THE LAW. THE SOFTWARE IS LICENSED, NOT SOLD.

1. Purchased Services and Payment Terms.

- a. For so long as you are a customer of Studio Pro and are paying the monthly fee as required by this Agreement, we grant to you a non-exclusive, non-sublicensable, non-transferable, revokable, limited license to utilize the Software and Services, in each case, solely as set forth in this Agreement and any other restrictions communicated by us in writing. This license shall automatically terminate upon the termination of this Agreement or our Services to you. You will be solely responsible, at your own expense, for acquiring, installing, and maintaining any hardware, additional software, and other equipment as may be necessary for you to connect to, access, and utilize the Software and Services.
- b. You shall choose the Services plan to be provided by us under the terms and pricing set forth at <https://info.dancestudio-pro.com/pricing>.
- c. By signing up for the Services, you agree to pay on a monthly basis the fees ("**Service Fee**") designated for the Service plan selected by you at <http://info.dancestudio-pro.com/pricing>.
- d. Subject to Section 1(h), at the end of each month, your subscription will continue to automatically renew at the fee rate applicable to the Service plan which you have selected, unless terminated by us or until you notify us of your decision to cancel your subscription to the Services.
- e. Payments will automatically be processed via the PayPal or Stripe subscription services process. You will be charged in arrears for the Services at the end of each month ("**Billing Date**"). All payments are final.
- f. If we do not receive the full amount of your Service Fee within 15 days of the Billing Date, a late payment charge of 1.5% per month may be added to your bill and immediately become due and payable.
- g. You agree to pay us all reasonable attorney fees and costs incurred by us to collect any past due amounts. Your account will be deactivated without further notice if payment is past due, regardless of the dollar amount. You agree to pay any outstanding balance in full within 30 days of cancellation or termination of the Services.
- h. We may modify the Service Fee or any other fees in connection with the Services at any time with 30 days written notice to you. By continuing to use our Services after such period, you will be deemed to have consented to such modification. If you do not consent, you may not continue to use our Services.

2. **Modifications to Software or Services.** We reserve the right, at any time, to modify, suspend, or discontinue the Software or Services, or any part thereof. You

agree that we will not be liable to you or to any third-party for any such modification, suspension, or discontinuance.

3. **Suspension or Termination of Access.** We have the right to deny access to, and to suspend or terminate your access to, the Services, or to any features or portions of the Services, and to remove and discard any content or materials you have submitted to the Services, at any time and for any reason, including for any violation by you of this Agreement (including the Rules of Conduct found on Exhibit A).

4. **Your Use of the Software and Services.**

a. **Access to Services.** You agree to use the Services only through your website or software application (the "**Site**") and we reserve approval authority as to the implementation and use of the Services on the Site. We may suspend the Services in the event we find any implementation issues with the Site. Such suspension shall remain in effect until you correct any issues specified by Studio Pro and a suspension shall not relieve you of your payment obligations under this Agreement.

b. **Registration and User IDs.** You agree to provide us with current, complete, and accurate registration information for the Services and to maintain and properly update such information ("**Registration Data**"). If you are using the Services to conduct credit card transactions through the Site, you shall set up and maintain an account that is capable of receiving funds through a credit card account. You further agree that, in providing such Registration Data, you will not knowingly omit or misrepresent any material facts or information and that you will promptly enter corrected or updated Registration Data via the Service, or otherwise advise us promptly in writing of any such changes or updates. You further consent and authorize us to verify your Registration Data as required for your use of and access to the Service. Once you subscribe to the Service, you shall receive a unique user ID and password in connection with your account (collectively referred to herein as "**IDs**"). You agree that you will not allow another person to use your IDs to access and use the Service under any circumstances. You are solely and entirely responsible for maintaining the confidentiality of your IDs and for any charges, damages, liabilities, or losses incurred or suffered as a result of your failure to do so. We are not liable for any harm caused by or related to the theft of your IDs, your disclosure of your IDs, or your authorization to allow another person to access and use the Service using your IDs. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account including any charges incurred relating to the Service. You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you.

c. **Restrictions on Use of Software and Services.** You will not, and will not permit any user of your IDs or third-party to, directly or indirectly: (i) use or access the Software or Services, in whole or in part, except as expressly provided in this Agreement, including Exhibit A (Rules of Conduct) hereto; (ii) violate our privacy policy as set forth on our website, as updated from time to time; (iii) use the Software or Services in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Software or Services; (iv) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter any Systems (as defined below); (v) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Software or Services; (vi) (A) interfere with, disrupt, or attempt to gain unauthorized access to the servers or networks connected to the Software or Services, (B) violate the regulations, policies, or procedures of such networks, or (C) interfere in any manner with the operation or hosting of the Software or Services; (vii) access, or attempt to access, the Software or Services by means other than through the interface that is provided by us; (viii) use automated scripts to collect information from or otherwise interact with the Software or Services, including in order to access, copy, or modify information about other users; (ix) use the Software or Services to intimidate, discriminate against, or harass any other people or entities; (x) alter, modify, reproduce, create derivative works of the Software or Services; (xi) except as otherwise specifically set forth herein, distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of your rights to use or access the Software or Services, including providing outsourcing, service bureau, hosting, application service provider, or on-line services to any third-party, or otherwise making the Software or Services, or use of or access thereto, available to any third-party; (xii) use the Software or Services (A) for the benefit of a third-party, (B) other than for your own internal business purposes, or (C) to build a competitive product or service, including without limitation, internal tools; (xiii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software or Services; (xiv) remove, obscure, or alter any proprietary rights notices (including copyrights and trademark notices) that may be contained in, or displayed in connection with, the Software or Services; (xv) add data or files that are not directly related to your approved use of the Software or Services; (xvi) manipulate or forge identifiers in order to disguise the origin of any information posted on the Services or otherwise provided to us or our employees, representatives, or agents; (xvii) restrict or inhibit another user or users from using the Services; or (xviii) use or access the Software or Services in violation of any Applicable Laws. For purposes of this Agreement, "**Applicable Laws**" means all laws, rules, regulations, rulings, decrees, directives, or other requirements of any

governmental authority, and all current industry self-regulatory principles that (i) apply to the Services; (ii) relate to Studio Pro's or your rights and obligations under this Agreement, as may be amended or otherwise revised; or (iii) apply to the collection, processing, and storage of Personal Information including, but not limited to, Data Protection Laws (as defined in the DPA).

d. **Third-Party Applications.** If you install or enable Third-Party Applications for use with the Software and/or Services, you acknowledge that we have no responsibility for the interoperability of any such Third-Party Application with the Software or Services, and that if any such Third-Party Application becomes inoperable, or causes all or any portion of the Software or Services to become inoperable, we shall have no liability or obligation whatsoever to you therefor. You further agree that you consent to the sharing of your Customer Data (as defined below) with the Third-Party Application in order to provide the Software and/or Services, and that if any Customer Data is lost, stolen, or otherwise compromised as a result of such transmission to, or use or storage by, such Third-Party Application, we shall have no liability or obligation whatsoever to you therefor. For purposes of this Agreement, "**Third-Party Applications**" means online applications and offline software products that are provided by third parties, and that interoperate with, or purport to interoperate with, the Software and/or Services.

5. **Service Use and Limitations.**

a. We will make reasonable efforts to keep the Services operational 24 hours a day, 7 days a week, except for: (i) planned downtime (of which we will provide at least 8 hours prior notice); or (ii) any unavailability caused by circumstances beyond our control, including but not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.

b. We will be sending information to your payment gateway service provider; however, we make no representation as to the availability of your payment gateway service provider and are not responsible for any downtime or system outage of your payment gateway service provider.

c. Studio Pro is a studio management software service. You acknowledge and agree that: (i) we will not be processing payment transaction on your or your customers' behalf; (ii) we are not a bank or other chartered depository institution; and (iii) we will not be holding any monies for you or your customers. Accordingly, you agree that we will not be responsible or liable for any amounts related to any credit card or online payment transaction or monies you owe to your customers, debtors, or other third parties.

d. You acknowledge that the complete privacy of your data and messages transmitted while using the Service cannot be guaranteed.

6. **Your Data.**

a. **Definitions.** For purposes of this Agreement:

i. **"Customer Data"** means all electronic information transferred, stored, modified, communicated, or shared through (i) your account, (ii) your or users' use of, or access to, the Software or Services, or (iii) otherwise provided to or accessed by us for the purposes set forth under this Agreement; in each case, including any Personal Information (as defined below) relating to you, any user of your IDs, or any of your members, customers, service providers, employees, contractors, recipients, or agents. **"Customer Data"** shall not include any Posted Content (as defined below).

ii. **"Personal Information"** means any information that relates to an individual person and that, alone or in combination with other data, can be used to identify, contact, or precisely locate an individual person, or information that otherwise constitutes "personal data" or "personal information" under Applicable Law, including data privacy laws.

iii. **"Posted Content"** means any materials or content posted by you to the Services or otherwise submitted to us that is available or made available for viewing by any user or the website generally upon your posting.

b. **License; Title and Non-Infringement.**

i. **License.** For the term of this Agreement, you hereby grant to us a non-exclusive, non-sublicensable, non-transferable, revokable, limited license in and to Customer Data, for the sole purpose of us providing Services under this Agreement. As between Studio Pro and you, you own and retain all of your rights in and to Customer Data, including all data, analyses, and other results obtained from your use of the Software and Services, in each case, through your processing of Customer Data, and you do not convey any proprietary interest therein to us other than the licenses set forth herein.

ii. **Title and Non-Infringement.** You represent and warrant to us that (i) you have all necessary right, title, interest, authorization, and consent necessary to allow us to access and use Customer Data for the purposes for which you provide Customer Data to us hereunder, including the transfer, storage, modification, communication, and processing of Customer Data, and (ii) that all Customer Data was lawfully acquired and its use hereunder does not and will not constitute an infringement, violation, or misappropriation of the rights of any third-party, including, without limitation, intellectual property rights.

c. **Content Restrictions.** You represent and warrant to us that none of the Customer Data will violate the rules set forth in Exhibit A (Rules of Conduct) hereto.

Except as expressly set forth herein, you will be solely responsible for all Customer Data transferred, stored, modified, communicated, or shared by you or any user of your IDs, or that we may receive, collect, or obtain, in each case, through your account or your or users' use of, or access to, the Software or Services. You acknowledge that, to the extent you or any user of your IDs grants access to Customer Data through the Services to any third-party, including without limitation, to providers of Third-Party Applications, you are solely responsible for all use of and access to Customer Data by such third-party. Studio Pro shall have no responsibility for any such activity, or the actions taken or not taken by any third-party to whom you or any such user has granted any such use or access. We may take remedial action if any Customer Data violates the terms of this Section 6(c), including the deletion thereof; provided, that we are under no obligation to review any Customer Data for compliance with these terms.

d. **Our Access to and Use of Customer Data.**

i. **Definitions.** For purposes of this Agreement:

"Systems" means websites, mobile or tablet devices, sites, applications and other digital properties, services, platforms, software, servers, computers, hardware, firmware, middleware, networks, computer systems, workstations, data communication lines, routers, hubs, switches, magnetic, optical or electrical data storage devices, and all other information technology equipment.

"Aggregated Anonymous Data" means any of the following information as has been aggregated with other similar information of other customers of Studio Pro, and anonymized so that it does not reveal any personally identifying information or information identifying you: (i) information related to how customers of Studio Pro are using the Software and Services; and (ii) information related to the performance of the Software and Services.

ii. **Data Processing.** If, and only if, we process Personal Information on behalf of you in the course of providing the Services, Studio Pro and you agree to comply with the terms of the Data Processing Agreement ("**DPA**") attached as Exhibit B hereto, which shall be incorporated into this Agreement.

iii. **Security.** To protect Customer Data, we shall (i) implement and maintain administrative, technical, physical, and organizational safeguards regarding security, continuation, backup, and disaster-recovery that are consistent with industry standards and practices and comply with Applicable Law, including Data Protection Laws, in connection therewith, and (ii) only access and use your Systems to the extent necessary to perform the Services.

iv. **Usage Restrictions.** Except as (i) expressly permitted under this Agreement, (ii) requested or approved in writing by you (email to suffice), including in connection with any customer support matters, (iii) in order to provide Services to

you, including to prevent or address any service or technical problems, or (iv) compelled by law, Studio Pro shall not access or modify Customer Data, or disclose Customer Data to any third-party.

v. **Return of Customer Data.** Up until the date Services are no longer provided to you under this Agreement, your Customer Data will be available for download. After the termination of Services, we will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in our Systems or otherwise in our possession or control.

vi. **Use of Aggregated Anonymous Data.** Notwithstanding anything in this Agreement to the contrary, we may (i) collect and process information to generate and process Aggregated Anonymous Data, and (ii) freely use and make available Aggregated Anonymous Data for the purpose of (A) improving, testing, maintaining, and operating the Software and Services, (B) developing future products and services, and (C) marketing and promoting the Software and Services, and any future products and services, to other customers and potential customers. We are and shall remain the sole and exclusive owner of all right, title, and interest in and to all Aggregated Anonymous Data, including all intellectual property rights related thereto, and may freely use all Aggregated Anonymous Data during the term of this Agreement and thereafter, without compensation or notice to, or approval of, you or any user of your IDs.

7. **Intellectual Property.**

a. **Our Intellectual Property.**

i. **General.** You understand and agree that the Software, Services, and Documentation (as defined below), are licensed, not sold. Nothing in this Agreement conveys to you any rights of ownership in or related to the Software, Services, or Documentation or any intellectual property rights therein, which may include, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, generalized features of the structure, sequence and organization of the Software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence, and methods of operation of Systems. Except as expressly set forth herein, Studio Pro alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Software, Services, and Documentation, including, without limitation, any modifications or enhancements thereto, or any derivatives thereof. For the avoidance of doubt, all licenses granted under this Agreement with respect to the foregoing shall automatically terminate upon the termination of this Agreement or of Services to you. For purposes of this Agreement, "**Documentation**" shall mean any

user documentation provided electronically by us that describes the functionality or operation of the Software.

ii. **Services Content and Submissions.** We or our licensors or partners own the intellectual property rights in the content and materials displayed on the Services ("**Services Content**"). Each user is a licensor with respect to any audiovisual material contributed by such user. You may use the Services (including any Services Content) for your own personal, non-commercial use, but you may not use it for commercial purposes except as expressly permitted by Studio Pro for our paying customers. You may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any Services Content unless explicitly authorized in this Agreement or by the owner of the materials.

iii. **Improvements.** You understand and agree that we shall be entitled to use and incorporate into the Software and Services and any future products or services, for you as well as any of our other customers or future customers, any suggestions, enhancement requests, recommendations, or other feedback provided by you or anyone using your IDs, relating to the Software, Services, or Documentation ("**Improvements**"), and we shall have no obligations to you, any such user, or any third-party for any such use or incorporation. You agree to execute and deliver, or cause to be executed and delivered, to us such instruments and documents, and to take such other actions, as we, at our expense, may reasonably request for the purpose of evidencing, establishing, documenting, or otherwise supporting our intellectual property rights in and to any such Improvements.

b. **Your Intellectual Property.**

i. **Customer Trademark.** You grant to us a non-exclusive, non-sublicensable, non-transferable, revokable, royalty-free, limited license to use and display your name, trade name, service mark, logo, and other trademarks (collectively, "**Customer Trademark**"), solely for the purpose of facilitating your use of the Software and Services as contemplated by this Agreement. As between Studio Pro and you, you own all rights, title, and interest in and to any such Customer Trademark. Except as expressly set forth herein, we shall not use any Customer Trademark, in whole or in part, for any other purpose other than as required to provide the Software and Services in accordance with the terms and conditions of this Agreement. This license shall automatically terminate at the termination of this Agreement or of the Services to you.

ii. **Posted Content.** When you submit any Posted Content, you grant us a non-exclusive, royalty free, perpetual, irrevocable, transferrable, assignable, sub-licensable, worldwide license to use such Posted Content, including alterations thereof, in any form or media, and via any technology we choose, whether it exists

now or is created in the future. You represent that (i) any Posted Content is original to you and that you have the right to grant us these rights, (ii) the Posted Content and its use by us or you does not violate, misappropriate, or infringe on the rights of any third-party, including, without limitation, privacy rights, rights of publicity, copyrights, trademark, and/or other intellectual property rights, and (iii) such posts and the content contained therein abide by the Rules of Conduct set forth in Exhibit A.

8. **Confidentiality.** You acknowledge that Confidential Information (as defined below) is a valuable, special, and unique asset of Studio Pro and agree that you will not disclose, transfer, or use (or permit others to disclose, transfer, or use) any Confidential Information for any purpose other than disclosure to your authorized employees and agents who are bound to maintain the confidentiality of the Confidential Information. You shall notify Studio Pro in writing of any circumstances which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer, or use. You shall return all originals and copies of materials containing Confidential Information upon termination of this Agreement or of Services to you. The term "**Confidential Information**" means any and all of Studio Pro's trade secrets, confidential, and proprietary information and all other information and data of Studio Pro that is not generally known to the public or other third parties who could derive economic value from its use or disclosure, including, but not limited to, the Software and Documentation. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed directly or indirectly in writing, orally or by drawings or observation. Notwithstanding anything in this Section to the contrary, you may make disclosures required by court order or the order of an administrative agency or other governmental body; provided, however, that you must provide prompt and reasonable notice of such order to us to enable us, at our own cost, to seek a protective order, participate in the proceeding, or otherwise prevent or restrict such disclosure. Notwithstanding the foregoing, in the event of any compelled disclosure, you shall limit such disclosure to the minimum necessary to comply with such order. You acknowledge and agree that all Confidential Information is and shall remain the exclusive property of Studio Pro. No right or license, either express or implied, is granted to you pursuant to this Agreement. You acknowledge and agree that the Confidential Information constitutes unique and valuable assets of Studio Pro. You further acknowledge that, because of the unique nature of the Confidential Information, monetary damages

may be inadequate to compensate us for any breach of the covenants and agreements set forth in this Section. Accordingly, you agree and acknowledge that any violation of the terms of this Section may cause irreparable damage to Studio Pro and, therefore, that in addition to any other legal remedies or equitable relief available to us for any breach of this Section, we shall be entitled to seek, from a court of appropriate jurisdiction, specific performance in the form of injunctive relief to prevent, inhibit, or enjoin any actual, suspected, or threatened violation of the terms of this Section, without the necessity of posting a bond. This Section shall survive the termination of this Agreement.

9. **Termination.** You may terminate the Services and this Agreement at any time by notifying us and/or closing your account. We may terminate the Services and this Agreement, at any time, without notice to you, if it believes, in its sole judgment, that you have breached or may breach any term or condition of this Agreement. You agree that termination of this Agreement or Services will not relive you of any obligation to pay any accrued charges. You shall be charged the full amount of the Service Fee for the month in which the Services were terminated.

10. **Effect of Termination.** All sections which by their nature should survive the termination of the Agreement shall continue in full force and effect subsequent to and notwithstanding the termination of this Agreement, subject to any survival periods contained therein.

11. **Third-Party Indemnification.**

a. **Indemnification by Us.** We shall indemnify, defend, and hold harmless you, your Affiliates, and their respective officers, directors, employees, and agents, from and against any and all losses, damages, liabilities, penalties, costs, and expenses (including reasonable attorney's fees) (collectively, "**Losses**") arising from any third-party claim, suit, action, or proceeding (each, a "**Third-Party Claim**") brought against you (or your Affiliates or their respective officers, directors, employees, or agents) alleging or arising out of that the Software or Services provided by us, when used and operated in accordance with the Documentation, infringes, violates, or misappropriates any intellectual property rights of such third-party. Notwithstanding anything in this Agreement to the contrary, you understand and agree that we (nor our Affiliates or their respective officers, directors, employees, or agents) shall have any liability or obligation whatsoever to you (nor your Affiliates or their respective officers, directors, employees, or agents) under this Section or otherwise with respect to any Third-Party Claim based upon or resulting from: (i) any use of the Software or Services not strictly in accordance with the terms of this Agreement and the

Documentation; (ii) alterations, combinations, or enhancements of the Software or Services not created by us, including without limitation, the use of any Third-Party Applications; (iii) any portion of the Software or Services specific to you, or which implements any requirements specific to you; (iv) your use of any prior, unsupported versions of the Software, after being provided with updated versions thereto; or (v) any intellectual property right in which you or any of your Affiliates have an interest (each, an **"Uncovered Use"**). You further understand and agree that we (nor our Affiliates or their respective officers, directors, employees, or agents) shall have any liability or obligation whatsoever to you (nor your Affiliates or their respective officers, directors, employees, or agents) under this Section or otherwise, to the extent any Third-Party Claim otherwise subject to indemnification hereunder directly results from your fraud, gross negligence, willful misconduct, or breach of this Agreement. For purposes of this Agreement, **"Affiliate"** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, you or Studio Pro, respectively, and as the context requires. "Control" means the power to direct or cause the direction of the affairs, policies, or management of a person or entity, whether through the ownership of voting securities, by contract or otherwise; except that with respect to Studio Pro only, direct or indirect ownership of at least 20% of voting securities, equity interest or the equivalent also constitutes Control.

b. **Infringing Materials.** If the Software or Services, or any portion thereof, in our opinion, or as held by a court of competent jurisdiction, infringes, violates, or misappropriates any intellectual property rights of any third-party, or is likely to so infringe, violate, or misappropriate, we may, at our option and at no cost to you, (i) obtain a license for your right to continue using the Software or Services, or (ii) replace or modify such Software or Services so that it no longer infringes, violates, or misappropriates any such intellectual property rights. If neither of the foregoing options are reasonable available or commercially practicable, we may terminate this Agreement and the Services upon written notice to you. This Section shall not apply to the extent such infringement, violation, or misappropriation arises, in whole or in part, from any Uncovered Use.

c. **Indemnification by You.** You shall indemnify, defend, and hold harmless us, our Affiliates, and their respective officers, directors, employees, and agents, from and against any and all Losses arising from any Third-Party Claim brought against us (or our Affiliates or their respective officers, directors, employees, or agents) alleging or arising out of: (i) that the Customer Data or Posted Content (A) violates Applicable Law or (B) infringes, violates, or misappropriates any intellectual property rights of such third-party; or (ii) your use of the Software or Services in breaches this Agreement or Applicable Law. We understand and agree that you (nor your Affiliates or their respective officers, directors, employees, or agents) shall have any liability or

obligation whatsoever to us (nor our Affiliates or their respective officers, directors, employees, or agents) under this Section or otherwise, to the extent any Third-Party Claim otherwise subject to indemnification hereunder directly results from the fraud, gross negligence, willful misconduct, or breach of this Agreement by us.

d. **Indemnification Procedure.** The Party seeking indemnification (the “**Indemnified Party**”) shall promptly notify the Party from whom indemnification is sought (the “**Indemnifying Party**”) of any Third-Party Claim for which the Indemnified Party believes it is entitled to be indemnified under Section 11(a) (Indemnification by Us) or Section 11(c) (Indemnification by You), as the case may be. The Indemnifying Party shall have the right to control the defense and settlement of such Third-Party Claim; provided, that the Indemnified Party may participate in the defense, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party in the defense or settlement of any Third-Party Claim, at the Indemnifying Party’s expense. Subject to the terms of this Agreement, the Indemnifying Party will pay all amounts, which are finally awarded by a court of competent jurisdiction or have been agreed to in a monetary settlement. The Indemnifying Party shall not settle any such Third-Party Claim without the prior written consent of the Indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed), unless the settlement unconditionally releases the Indemnifying Party of all liability.

e. **Exclusive Remedy.** This Section 11 (Third-Party Indemnification) states the Indemnifying Party’s sole liability to, and the Indemnifying Party’s exclusive remedy against, the other Party for any type of claims described in this Section 11.

12. **Disputes Between the Parties.** Subject to Section 8 (Confidentiality), all claims or disputes between the Parties, whether in contract, tort, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement, or the Software, Services, or Documentation (each, a “**Dispute**”) will be resolved solely in accordance with the terms of this Section. In the event of a Dispute, the Parties hereby agree that (i) both Parties will first attempt, in good faith, to resolve such Dispute through direct negotiation for at least 30 days following the disputing Party’s giving of notice to the other Party as provided in Section 29 (Notices), and (ii) in the event a Dispute cannot be resolved during that time period, each Party hereby agrees and covenants that it will submit to binding arbitration before a single arbitrator in the State of Delaware in accordance with the Streamlined Arbitration Rules and Procedures of JAMS, which shall administer the arbitration. In the event of arbitration, each Party will bear its own costs of such arbitration, including its own attorney’s fees and its equal share of arbiter fees. The Parties will hold the existence, content, and results of the arbitration in confidence. The arbiter shall not consider punitive damages. The arbiter does not

have the authority to alter or modify the terms of this Agreement. Notwithstanding the foregoing, each Party reserves the right to seek an injunction or other equitable relief in court to prevent or stop a breach of this Agreement or a violation of rights either Party has under law, at its own expense, including attorney's fees.

13. **Statute of Limitations.** No claim, suit, action, proceeding or other form of litigation of any kind ("**Action**"), regardless of form, may be brought or asserted by one Party (nor its Affiliates or their respective officers, directors, employees, or agents) against the other Party (nor its Affiliates or their respective officers, directors, employees, or agents) under this Agreement more than one year after the cause of such Action became known to the potential claimant or should have been known to the claimant based on the surrounding circumstances.

14. **Exclusion of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY (NOR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) HAVE ANY LIABILITY TO THE OTHER PARTY (NOR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) FOR (A) ANY CLAIM OF LOST PROFITS, REVENUES, GOODWILL, OR (B) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, IN EACH CASE, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

15. **Limitation of Liability.** EXCLUDING AMOUNTS OWING TO (I) YOUR PAYMENT OBLIGATIONS, INCLUDING ANY TAX OBLIGATIONS, AND (II) YOUR BREACH OF SECTION 4(C) (RESTRICTIONS ON USE OF SOFTWARE AND SERVICES), IN NO EVENT SHALL THE AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT, MISREPRESENTATION, OR UNDER ANY OTHER THEORY OF LIABILITY) OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SOFTWARE, SERVICES, OR DOCUMENTATION, EXCEED THE AMOUNT PAID BY YOU TO STUDIO PRO IN THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO SUCH CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES.

16. **Disclaimer.** YOU UNDERSTAND AND AGREE THAT THE SOFTWARE, SERVICES, AND DOCUMENTATION ARE PROVIDED "AS IS". WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SOFTWARE, SERVICES, OR DOCUMENTATION, OR THE ACCURACY, COMPLETENESS, OR SUITABILITY OF ANY OF THE MATERIAL OR FUNCTIONALITY

CONTAINED THEREIN. WE MAKE NO WARRANTY THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR FREE, FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS, OR BE COMPATIBLE WITH ANY HARDWARE, OTHER SOFTWARE, OR SYSTEMS. WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN EACH CASE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. IF YOU ARE DISSATISFIED WITH THE SOFTWARE OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SOFTWARE OR SERVICES.

17. **No Third-Party Beneficiaries.** Except as expressly provided herein, this Agreement (i) is entered into by and between, and may be enforced only by, the Parties hereto, and (ii) will not be deemed to (A) create any rights in third parties (other than the Parties' permitted successors and assigns and any persons or entities expressly entitled to indemnity hereunder), including without limitation, a Party's Affiliates and their respective officers, directors, employees, and agents, or (B) create any obligations of a Party (nor its Affiliates or their respective officers, directors, employees, or agents) to any such third parties.

18. **Relationship of the Parties.** The relationship of the Parties is as independent contractors. None of this Agreement shall create or be deemed to create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Each Party shall retain responsibility for and control over all aspects of its relationship with its respective customers and its own business, products, and services.

19. **Publicity.** Notwithstanding any other provision contained herein, we are permitted to disclose that you are one of our customers to any third-party at our sole discretion (including without limitation by including your name and logo in customer lists that may be made available on our website or in our marketing materials). You may revoke this consent by providing us written notice.

20. **Currency.** All amounts referenced hereunder, including with respect to indemnification obligations, are in U.S. dollars.

21. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, we may assign this Agreement in its entirety, without your consent, to our Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our stock or assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

22. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed and construed in accordance with applicable United States federal law and the laws of the State of Delaware, without regard to conflict of laws principles. The Parties hereby submit to the jurisdiction of, and waive any venue objections against, the federal and state courts of the State of Delaware for any Action arising out of or relating to this Agreement or the negotiation, validity, or performance of this Agreement.

23. **Waiver of Jury Trial; Class Action.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES (I) ANY RIGHT TO JURY TRIAL, AND (II) ANY RIGHT TO CLASS ACTION OR CLASS REPRESENTATION, IN ANY FORM, INCLUDING ARBITRATION, IN EACH CASE, IN CONNECTION WITH ANY ACTION IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE SOFTWARE, SERVICES, OR DOCUMENTATION.

24. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law and the remaining provisions of this Agreement will remain in effect.

25. **Waiver.** No failure or delay by either Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is to be enforced.

26. **Entire Agreement.** This Agreement, including any (i) any terms or policies referenced herein, and (ii) any schedules and exhibits hereto, constitutes the entire

agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, quotes, marketing materials, understandings, and communications, whether written or oral. In the event of any conflict between the terms of any of the foregoing, the order of precedence shall be: (a) any schedules or exhibits hereto, (b) this Agreement, and (c) any terms or policies referenced herein.

27. **Headings.** Section headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

28. **Downloading from Third-Party App Stores.** Without limiting anything herein or contained in any additional terms you may agree to, you agree that by using or accepting a Service downloaded through any third-party App Store or similar mobile application retail portal that is officially authorized and released by us (an “**App Store**”), you agree to be bound by the terms and conditions in this Section. You acknowledge and agree that (i) this Agreement is concluded between you and Studio Pro only, and not with any third-party, and (ii) Studio Pro, not the third-party, is solely responsible for any of our mobile applications and the content thereof. Your use of any of our mobile applications must comply with the App Store Terms of Service. You acknowledge that the third-party has no obligation whatsoever to furnish any maintenance and support services with respect to any of our mobile applications. In the event of any failure of any of our mobile applications to conform to any applicable warranty set forth herein, you may notify the third-party, and the third-party will refund the purchase price, if any, for any of our mobile applications to you and to the maximum extent permitted by Applicable Law, the third-party will have no other warranty obligation whatsoever with respect to any of our mobile applications. As between Studio Pro and the third-party, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty set forth herein will be the sole responsibility of Studio Pro. You further acknowledge that, as between Studio Pro and the third-party, the third-party is not responsible for addressing any claims you have or any claims of any other party relating to any of our mobile applications or your possession and use of any of our mobile applications, including, but not limited to: (i) product liability claims; (ii) any claim that any of our mobile application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You acknowledge that, in the event of any other party’s claim that any of our mobile applications or your possession and use of any of our mobile applications infringes that other party’s intellectual property rights, as between Studio Pro and the

third-party, Studio Pro, not the third-party, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You acknowledge and agree that the third-party and the third-party's subsidiaries, to the extent expressly required by their terms of service with you or by our agreement with them, are third-party beneficiaries of this Agreement as related to your license of any of our mobile applications, and that, upon your acceptance of the terms and conditions of this Agreement, the third-party will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of any of our mobile applications against you as a third-party beneficiary thereof. Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of service when using any of our mobile applications.

29. **Notices.** The communications between you and us involving the Services use electronic means, whether you visit the Services or send us an email, or whether we post notices on the Services or communicate with you via email. For contractual purposes, you consent to receive communications from us in an electronic form and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights. Any notices to us should be sent to support support@dancestudio-pro.com, with a copy to legal@togetherwork.com.

30. **Copyright Infringement Notices.** If you are a copyright owner who believes in good faith that your copyrighted material has been reproduced, posted, or distributed on the Services in a manner that constitutes copyright infringement, please inform our designated copyright agent by sending written notice in accordance with the requirements set out below. We have a policy of terminating Service usage privileges of users who infringe upon intellectual property rights.

If you believe that there has been a copyright violation of your work, please provide our copyright agent with the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrights works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to

be disabled, and information reasonably sufficient to permit us to locate the material;

- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an email address at which you may be contacted; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our copyright agent for notice of claims of copyright infringement can be reached as follows:

Studio Pro, LLC

Attention: Togetherwork Legal Department

2 Ravinia Drive, Suite 500, Atlanta, GA 30346

If you believe that the posted content has been removed from the Services in error, please provide us with the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;
- Your name, address, telephone number and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside the United States, for any judicial district in which the service provider may be found, and that you will accept service of process from the person who provided notification or their agent.

31. **Jurisdictional Issues.** We control and operate the Services from our facilities in the United States of America and, unless otherwise specified, the materials displayed on the Services are presented solely for the purpose of promoting products and services available in the United States, its territories, possessions, and protectorates. We do not represent that materials on the Services are appropriate or available for use in other locations. If you choose to access the Services from other

locations, you are responsible for compliance with local laws, if and to the extent local laws are applicable.

32. **OFAC Certification.** Studio Pro and you respectively certify that (i) it is not acting on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department, through its Office of Foreign Assets Control (“**OFAC**”) or otherwise, as a terrorist, “Specially Designated Nation”, “Blocked Person”, or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by OFAC or another department of the United States government, and (ii) it is not engaged in this transaction on behalf of, or instigating or facilitating this transaction on behalf of, any such person, group, entity or nation.

33. **California Charitable Fundraising Platform Disclosure Agreement.** If, and only if, you are a non-profit (or have a foundation that is a non-profit) that utilizes our Software platform to solicit and accept donations from California residents, Studio Pro and you agree to comply with the terms of the California Charitable Fundraising Platform Disclosure Agreement attached as Exhibit C hereto, which shall be incorporated into this Agreement.

Exhibit A

Rules of Conduct

Any capitalized terms used in this Exhibit but not defined shall have the meanings given to them in the Subscription and Usage Master Services Agreement.

There are rules of conduct that all users are required to follow when using the Services. You must not:

- impersonate any person, including, but not limited to, other users and contributors or our employees, representatives, or agents.
- engage in or promote spamming or other unsolicited communications.
- provide inaccurate, misleading, or false information to us.
- post any content or take any action that may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, any other person, or any animal.

- post any content or take any action that seeks to harm or exploit children by exposing them to inappropriate content or behavior, asking for personally identifiable details or otherwise.
- post any content or take any action that is fraudulent, vulgar, obscene, unlawful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, high-pressure sales tactics, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise harmful (to Studio Pro or any users).
- post any content that contains any information that you know is not correct or current.
- post any content or take any action that encourages criminal conduct.
- post any content or take any action that contains any information (such as inside, proprietary, or confidential information) that you do not have a right to make available due to contract, fiduciary duty, or operation of law.
- post any content or take any action that advertises or solicits business for products or services other than those that are offered and promoted on the Services.
- post any content or take any other action that violates any law, rule or regulation, or contains any information or content that is illegal.
- engage in any fraudulent activities including in connection with terror or money laundering activity, or any other activity which violates any policy of Studio Pro (including this Agreement) or third-party payment processors, if any.
- engage in tactics, or direct or encourage others, to attempt to bypass the Services or Studio Pro's Systems in order to avoid complying with any applicable policy of Studio Pro (including the Agreement), paying applicable fees, or complying with other contractual obligations.

Your Responsibility

Responsibility for what is posted in public areas of the Services lies with each user. You alone are responsible for the material you post or otherwise make available in public areas of the Services. This includes messages between or to other users. You alone are responsible for assessing the credibility of other users' postings. We do not control the material that you or others may post or otherwise make available in such areas, and you understand that we have no obligation to monitor any such material or to edit or delete it. However, we reserve the right to do so. We are not a publisher of user posts and we are not responsible for their accuracy or legality.

Messages, Public Postings and Content

You also understand and agree that any action or inaction by us or any of our directors, officers, members, employees, consultants, agents or representatives (collectively, “**Our Representatives**”) to prevent, restrict, redress or regulate content, or to implement other enforcement measures against any content, conduct, or potential violation of the Agreement is undertaken voluntarily and in good faith, and you expressly agree that neither we nor any of Our Representatives shall be liable to you or anyone else for any action or inaction to prevent, restrict, redress, or regulate content, or to implement other enforcement measures against any content, conduct or potential violation of the Agreement.

Although Our Representatives may moderate content, conduct and compliance with the Agreement at our discretion, Our Representatives have no authority to make binding commitments, promises, or representations to anyone that they or anyone else on our behalf will resolve any alleged problem or complaint, or that they or anyone else on our behalf will otherwise stop, cure, or prevent any problem, content, conduct, or purported violation of the Agreement from occurring or recurring. Accordingly, you further agree that any representation (written or verbal) by any of Our Representatives (or by anyone else acting on our behalf or by anyone purportedly acting on our behalf) that we (including but not limited to any of Our Representatives, anyone else acting on our behalf, or anyone purportedly acting on our behalf) would or would not prevent, restrict, redress or regulate content (including, without limitation, screen, block, moderate, review, remove, terminate, delete, edit or otherwise stop, cure, or exclude any content), or to implement other enforcement measures against any content, conduct, or potential or purported violation of the Agreement is superseded by this provision and is nonbinding and unenforceable. Specifically, you agree that we, Our Representatives and anyone else authorized to act on our behalf shall in no circumstance be liable as a result of any representation that we, Our Representative or anyone else on our behalf would or would not restrict or redress any content, conduct or potential or purported violation of the Agreement.

Exhibit B **Data Processing Agreement**

This Data Processing Agreement (this “**DPA**”) forms a part of the Subscription Agreement (the “**Agreement**”) entered into by and between Studio Pro and you. Any capitalized terms used in this DPA but not defined shall have the respective

meanings given to them in the Agreement. The Parties enter into this DPA to comply with applicable Data Protection Laws (as defined below). The Parties agree that the processing of Personal Data (as defined below) under or in connection with the Agreement shall be in accordance with this DPA, including all Annexes to this DPA.

You agree that you are entering into this DPA on behalf of yourself and, to the extent required under Applicable Law, in the name and on behalf of your Authorized Affiliates (as defined below), if and to the extent Studio Pro processes Personal Data for which such Authorized Affiliates qualify as the “controller”. For the purposes of this DPA only, and except as indicated otherwise, the term “you” shall include you and your Authorized Affiliates.

1. **DEFINITIONS.**

- 1.1 **“Audit”** means requests, audits, and/or inspections, the scope of which shall be mutually agreed upon by the Parties in advance, relating to the processing of Your Personal Data by Studio Pro or any Sub-processor, in each case to enable you to verify Studio Pro’s compliance with this DPA and Data Protection Laws.
- 1.2 **“Authorized Affiliates”** means any of your Affiliate(s) which (a) is subject to the Applicable Laws of the European Union, the European Economic Area and/or their member states, and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between you and Studio Pro, but has not entered into its own agreement with Studio Pro.
- 1.3 **“Data Protection Authority”** means a legislative, executive, administrative, or regulatory entity, judicial body, or other public agency or authority of any country, state, territory, or political subdivision thereof, or a person or entity acting under a grant of authority from or under contract with such public agency or authority, that is authorized by law to enforce, or to oversee or monitor compliance with, Data Protection Laws.
- 1.4 **“Data Protection Laws”** means all laws and regulations relating to or impacting the processing, privacy, or security of Personal Data, in each case as may be amended or replaced from time to time, including: (a) the GDPR; (b) any national law of an EU member state adopted pursuant to the GDPR;

(c) the Switzerland Federal Act on Data Protection; (d) the United Kingdom Data Protection Act of 2018; and (d) State Data Protection Laws.

- 1.5 **"Data Subject"** means an individual whose Personal Data is collected, processed, or stored.
- 1.6 **"EU"** means the member states, at any given time, that make up the European Union.
- 1.7 **"GDPR"** means the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- 1.8 **"Personal Data"** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly to, a natural person, including information that meets the definition of "Personal Data," "personal data," "personally identifiable information," "sensitive Personal Data" or similar term under applicable Data Protection Laws.
- 1.9 **"Personal Data Breach"** means any actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- 1.10 **"Security Schedule"** means Annex 2 (Security Schedule) of this DPA.
- 1.11 **"State Data Protection Laws"** means the California Consumer Privacy Act (Cal. Civ. Code 1798.100 et. seq.) ("**CCPA**"), as amended by the California Privacy Rights Act ("**CPRA**"), the Virginia Consumer Data Privacy Act (Va. Code Ann. § 59.1-571 et. seq.) ("**CDPA**"), and the Colorado Privacy Act (Colo. Rev. Stat. § 6-1-1301 et. seq.) ("**CPA**").
- 1.12 **"Sub-processor"** means any third-party appointed by Studio Pro to process Personal Data on behalf of Studio Pro in connection with the Agreement.
- 1.13 **"Your Personal Data"** means any Personal Data: (i) supplied by or on behalf of you to Studio Pro (including where Studio Pro has access to Personal Data held by Studio Pro or on Studio Pro's behalf), or which Studio Pro collects or generates on your behalf; (ii) that is processed by Studio Pro under or in connection with the Agreement as further described in Clause 2.2(a) of this DPA; and (iii) in respect of which you are a controller or owner (or equivalent).

2. **DATA PROCESSING**

2.1 **Status of Each Party under Data Protection Laws**

You and Studio Pro acknowledge that the status of each Party is a question of fact determined under Data Protection Laws. Without limiting the foregoing, you and Studio Pro each understand that, in relation to the Personal Data processed under the Agreement, you are the controller (or "business" as defined by the CCPA and

CPRA) and Studio Pro is the processor (or “service provider” as defined by the CCPA and CPRA) of Your Personal Data and all processing of Your Personal Data by Studio Pro shall be undertaken in accordance with Annex 1 (Data Processor Terms). You shall have sole responsibility for the accuracy, quality, and legality of Your Personal Data and the means by which you acquired Your Personal Data.

2.2 Description of Processing

- (a) All processing of Your Personal Data undertaken by Studio Pro is described in this Clause 2.2(a).

Duration, nature and purpose of processing	
Duration of processing	Unless stated otherwise in the Agreement, or agreed to in writing between the Parties, Personal Data will be processed for the term of the Agreement, and any such additional period stated in the Agreement.
Nature and purpose of processing	For the purpose of the provision of Services by Studio Pro under the Agreement.
Personal Data	
Individuals may include any of:	As directed by you in connection with your use of the Services.
Categories of Personal Data may include any of:	As directed by you in connection with your use of the Services.
Special categories of Personal Data may include any of:	As directed by you in connection with your use of the Services.

3. INTERNATIONAL DATA TRANSFERS

- (a) For purposes of this DPA, “**Standard Contractual Clauses**” means the Standard Contractual Clauses set out in Decision (EU) 2021/915 with the Clauses corresponding to module two (controller to processor) selected and “**UK Addendum**” means the addendum to the Standard Contractual Clauses issues pursuant to Section 119A of the United Kingdom Data Protection Act. You (as data exporter) and Studio Pro (as data importer) shall comply with the Standard Contractual Clauses with respect to Personal Data exported from the European Economic Area to the United States of America or other third country that has not been deemed by the European Commission to ensure an adequate level of protection for such Personal Data. The Standard Contractual Clauses and UK Addendum are hereby incorporated into this DPA by this reference, with the following information deemed selected and prepopulated:

- (i) Option 2 of Clause 9(a) of the Standard Contractual Clauses, "general written authorization," is deemed to be selected, with Studio Pro to inform you in writing of any addition or replacement of Sub-processors at least fourteen (14) days in advance.
- (ii) Clause 7 shall be deemed incorporated into the Standard Contractual Clauses.
- (iii) Option 1 of Clause 17 of the Standard Contractual Clauses is deemed to be selected, with Irish law deemed to be selected for purposes of such Clause.
- (iv) Clause 18(b) of the Standard Contractual Clauses is deemed to be prepopulated with "courts of Ireland".
- (v) Annex I.A of the Standard Contractual Clauses is deemed to be prepopulated as follows: (a) the identity and the contact details of the data exporter are deemed to be prepopulated with the name and address you have provided to Studio Pro when you initiated the Services, the "Contact person's name, position and contact details" is deemed to be you or the administrator for your account, as applicable, the "Activities relevant to the data transferred under these Clauses" is deemed to be the provision of the Services as set forth in the Agreement, the "Role" is deemed to state "controller", and your duly authorized representative is deemed to have signed and dated Annex I.A as of the effective date of the Agreement; and (b) the identity and the contact details of the data importer are deemed to be prepopulated with the name and address of Studio Pro as specified in the Agreement, the "Contact person's name, position and contact details" is deemed to be Damon E. Schramm, Chief Legal Officer, legal@togetherwork.com, the "Activities relevant to the data transferred under these Clauses" is deemed to be the provision of the Services as set forth in the Agreement, the "Role" is deemed to state "processor", and Studio Pro's duly authorized representative is deemed to have signed and dated Annex I.A as of the effective date of the Agreement.
- (vi) Annex I.B of the Standard Contractual Clauses is deemed to be prepopulated with the information specified the relevant sections of Section 2.2 of this DPA.
- (vii) Annex I.C is deemed to be prepopulated with the Irish Data Protection Commission.
- (viii) Annex II is deemed to be prepopulated with the technical and organizational measures specified in the Security Schedule.

- (ix) All other optional clauses are deemed not to be included in the Standard Contractual Clauses.
- (b) With respect to Personal Data of any Data Subject in the United Kingdom exported from the United Kingdom to the United States or any other third country that has not been deemed by the United Kingdom to ensure an adequate level of protection for such Personal Data, (i) the Standard Contractual Clauses shall apply to such transfers as provided in Section 3(a) above, (ii) the UK Addendum shall be deemed executed between the Parties, and (iii) the Standard Contractual Clauses shall be deemed amended as specified by the UK Addendum in respect of the transfer of such Personal Data from the United Kingdom to countries that have not been the subject of an adequacy decision.
- (c) Where any mechanism for international transfers of Personal Data ceases for any reason to be a valid means of complying with the restrictions on transferring Personal Data to a third country as set out in Data Protection Laws, or otherwise ceases to apply for any reason, the Parties shall act in good faith to agree the implementation of an alternative solution to enable both Parties to comply with Data Protection Laws.

4. **AUTHORIZED AFFILIATES**

- (a) **Contractual Relationship.** The Parties acknowledge and agree that, by entering into this DPA, you enter into this DPA on behalf of yourself and, as applicable, in the name and on behalf of your Authorized Affiliates, thereby establishing a separate DPA between Studio Pro and each such Authorized Affiliate subject to the provisions of the Agreement. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement and is only a party to the DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of this DPA and the Agreement and any breach of the terms and conditions of this DPA or the Agreement by an Authorized Affiliate shall be deemed a breach by you.
- (b) **Communication.** You as the contracting party to the Agreement shall remain responsible for coordinating all communication with Studio Pro under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of your Authorized Affiliates.
- (c) **Rights of Authorized Affiliates.** Except where Applicable Laws require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Studio Pro directly by itself, the Parties agree that solely you as the contracting party to the Agreement shall exercise any such right or seek any

such remedy on behalf of any Authorized Affiliate, including any rights or remedies under this DPA, in each case, not separately for each Authorized Affiliate individually but in a combined manner for all of your Authorized Affiliates together.

5. **YOUR OBLIGATIONS**

- (a) As controller, you represent and warrant that: (i) Applicable Laws do not prevent Studio Pro from fulfilling your instructions and performing Studio Pro's obligations under this DPA; (ii) you have complied and will continue to comply with Applicable Laws regarding the processing of Personal Data under the Agreement; and (iii) you have obtained any necessary consents or given any required notices, and otherwise have a legitimate ground to disclose the Personal Data to Studio Pro and enable the processing of the Personal Data by Studio Pro as set out in this DPA and as contemplated by the Agreement.
- (b) You also warrant that you maintain accurate and up to date records of your legal basis for processing, including relevant consent flows. If you are relying on "legitimate interest" under Article 6(1)(f) of the GDPR, you warrant that you have balanced your interests against the fundamental rights of the Data Subject and keep records of this process.
- (c) You agree that you will jointly and severally together with any other controller, indemnify and hold harmless Studio Pro, its Affiliates, and their respective officers, directors, employees, and agents, on demand from and against all losses, damages, liabilities, penalties, costs, and expenses (including reasonable attorney's fees) arising from any third-party claim, suit, action, or proceeding relating directly or indirectly from your breach of this Clause.

6. **LIMITATIONS OF LIABILITY**

- (a) Each Party's and all of its Affiliates' total liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and Studio Pro, whether in contract, tort, or under any other theory of liability, is subject to the limitations of liability and disclaimers in the Agreement, including any 'Limitations of Liability' section (however described) of the Agreement, and any reference in such section to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under the Agreement and all DPAs together.
- (b) For the avoidance of doubt, Studio Pro's total liability for all claims from you and all of your Authorized Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established hereunder, including by you and all Authorized Affiliates, and, in particular, shall not be understood to apply

individually and severally to you and/or to any Authorized Affiliate that is a contractual party to any such DPA.

7. SEVERANCE

Should any provisions of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (1) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (2) constructed in a manner as if the invalid or unenforceable part had never been contained therein.

8. CHANGES

Studio Pro may update this DPA at any time by posting an updated version online; provided, however, if there is any material update to how Studio Pro plans to process your Personal Data under the Agreement, such changes will not take effect until thirty (30) days following the posting of the updated terms. During such thirty (30) day period, you have the opportunity to object to any such changes by notifying Studio Pro in writing. The Parties may either execute a written amendment to the Agreement implementing any agreed upon changes, or you may exercise your right to terminate the Agreement in accordance with the termination provisions thereof. Such termination shall not constitute termination for breach of the Agreement. Studio Pro shall have a right to terminate the Agreement if you unreasonably object to any such changes.

9. TERM

On termination or expiration of the Agreement, this DPA shall survive and continue in full effect until Studio Pro has returned, destroyed, and/or deleted all of Your Personal Data.

ANNEX 1
DATA PROCESSOR TERMS

1. GENERAL TERMS

- (a) The subject-matter, duration, nature, and purpose of the processing, the types Personal Data and the categories of individuals whose Personal Data is processed by Studio Pro under the DPA are described in Clause 2.2 of the DPA.
- (b) Each Party shall comply with its obligations under Data Protection Laws in relation to the processing of Your Personal Data. Studio Pro shall immediately inform you if it can no longer meet its obligations under the DPA or any Data Protection Law. You may take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data by Studio Pro. Without limiting

the foregoing, upon written notice from you, Studio Pro will immediately cease processing Your Personal Data if, in your reasonable opinion such processing is unauthorized or violates any Data Protection Law.

(c) Studio Pro shall:

- (i) only process Your Personal Data (including the transfer of Your Personal Data internationally) in accordance with your written instructions;
- (ii) inform you if, in Studio Pro's opinion, your instructions would breach Data Protection Laws; and
- (iii) assist you with assessments of the impact of processing Your Personal Data, and any consultations with a Data Protection Authority, as required under Data Protection Laws.

(d) Studio Pro shall not:

- (i) (A) sell or share (as such terms are defined by Data Protection Laws) Your Personal Data, or (B) retain, use, or otherwise disclose Your Personal Data for any purpose other than to provide, support, and improve the Services as specified in the Agreement or outside of the direct business relationship between Studio Pro and you; or
- (ii) combine Your Personal Data with Personal Data Studio Pro receives from, or on behalf of, another person or persons, or which Studio Pro collects from its own interactions with an individual, except as permitted by applicable Data Protection Laws.

Studio Pro certifies that it understands the restrictions in Clause 1(d) of this Annex 1 and will comply with them.

(e) Without limiting Clause 1(c)(i) of this Annex 1, Studio Pro shall promptly inform you if it is required to process Your Personal Data by any Applicable Law.

2. INDIVIDUAL RIGHTS

Studio Pro shall:

- (a) assist you, by appropriate technical and organisational measures, to fulfil and respond to any request by a Data Subject to exercise its rights under Data Protection Laws; and
- (b) if a Data Subject makes a written request to Studio Pro to exercise any of its rights under Data Protection Laws in relation to Your Personal Data, promptly forward you such request.

3. SECURITY MEASURES

- (a) Studio Pro shall implement and maintain appropriate technical and organisational security measures, including the measures set out in the Security Schedule; and
- (b) Without prejudice to the requirements of the Security Schedule, Studio Pro shall notify you promptly and without undue delay, and in any event within

seventy-two (72) hours, after becoming aware of any Personal Data Breach relating to Your Personal Data. Studio Pro will provide you with a written report regarding the extent of data exposure, including the number and identity of affected individuals, if known, the status of remediation efforts and other relevant information, and keep you updated on any material developments, in each case, as required by Data Protection Laws. Studio Pro will institute appropriate controls to maintain and preserve all documents, records, and other data relating to any Personal Data Breach, in each case, as required by Data Protection Laws.

4. SUB-PROCESSORS; STAFF

Studio Pro shall:

- (a) **Appointment of Sub-Processors.** You acknowledge and agree that Studio Pro may engage Sub-processors in connection with the provision of Services. Studio Pro has or will enter into a written agreement with each Sub-processor containing appropriate data protection obligations with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.
- (b) **Notification of New Sub-Processors.** Studio Pro shall provide notification of a new Sub-processor(s) before authorizing any new Sub-processor(s) to process Personal Data in connection with the provision of the applicable Services.
- (c) **Objection Right for New Sub-Processors.** You may object to Studio Pro's use of a new Sub-processor where there are reasonable grounds to believe that the new Sub-processor will be unable to comply with the terms of this DPA, the Agreement, or Data Protection Laws. If you object to Studio Pro's use of a new Sub-processor, you must notify Studio Pro in writing within ten (10) days after notification regarding such new Sub-processor. Your failure to object in writing within such time period shall constitute approval to use the new Sub-processor. You acknowledge that the inability to use a particular new Sub-processor may result in delay in performing the Services, inability to perform the Services, and/or increased fees for the Services. Studio Pro will notify you in writing of any change to Services and/or fees that would result from Studio Pro's inability to use a new Sub-processor to which you have objected. You may either execute a written amendment to the Agreement implementing such change or exercise your right to terminate the Agreement in accordance with the termination provisions thereof. Such termination shall not constitute termination for breach of the Agreement. Studio Pro shall have a right to terminate the Agreement if you unreasonably object to a new Sub-Processor, or do not agree to a written amendment to the Agreement implementing

changes in Services and/or fees resulting from the inability to use the new Sub-processor at issue.

- (d) **Liability.** Studio Pro shall be liable for the acts and omissions of its Sub-processors to the same extent Studio Pro would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

5. COMMUNICATIONS

Studio Pro shall promptly notify you if it receives any communication (from a Data Subject, a Data Protection Authority or otherwise) which relates to the processing of Your Personal Data, or to either Party's compliance with Data Protection Laws, and shall assist you in responding to any such communication as required by Data Protection Laws.

6. COMPLIANCE AND AUDIT

Upon your reasonable written request, Studio Pro shall:

- (a) provide all information necessary to demonstrate compliance with the DPA; and
- (b) without limiting any of your other rights under the DPA or the Agreement, allow you or an auditor appointed by you to, at least once every twelve (12) months, to carry out an Audit. Without limiting Clause 6 of this Annex 1 or the requirements of the Security Schedule, Studio Pro shall retain a qualified and independent assessor to perform an annual audit of the physical, technical, administrative, and organizational safeguards put in place by Studio Pro that relate to the protection of the security, confidentiality, or integrity of Personal Data using an appropriate and industry accepted control standard or framework and assessment procedure. Studio Pro will provide the most current report of such assessment to you upon your request. You agree to: (i) review such report prior to requesting an Audit; (ii) ensure that all information obtained or generated by you or your auditor in connection with an Audit is kept strictly confidential (save for disclosure to a Data Protection Authority or as otherwise required by Applicable Law); (iii) ensure that the Audit or inspection is undertaken during normal business hours, with minimal disruption to Studio Pro's business, the Sub-processors' business, and the business of other customers of Studio Pro; and (iv) reimburse Studio Pro for reasonable costs undertaken by Studio Pro in assisting with the provision of information and allowing for and contributing to an Audit.

7. DATA PROTECTION IMPACT ASSESSMENT AND DATA PROTECTION AUTHORITY

Upon your request, Studio Pro shall provide you with reasonable cooperation and assistance needed to fulfil your obligation under Applicable Laws to carry out a data protection impact assessment related to your use of the Services, to the extent you

do not otherwise have access to the relevant information, and to the extent such information is available to Studio Pro. Where required by Applicable Law, Studio Pro shall provide reasonable assistance to you in complying with a Data Protection Authority request or correspondence in the performance of your tasks relating to this DPA. You agree to reimburse Studio Pro for reasonable costs undertaken by Studio Pro in assisting you under this Clause 7.

8. TERMINATION AND EXPIRY

- (a) Unless expressly stated otherwise in the Agreement, upon termination or expiry of the Agreement, Studio Pro shall, and shall procure that each Sub-processor shall:
 - (i) immediately cease to use Your Personal Data; and
 - (ii) at your option and in accordance with your instructions, return Your Personal Data to you, or delete Your Personal Data and all copies and extracts of Your Personal Data.
- (b) Without limiting Clause 8(a) of this Annex 1, Studio Pro shall inform you if it is required to retain a copy of any Your Personal Data after the termination or expiry of the Agreement by any Applicable Law.

ANNEX 2

Company Security Schedule

- 1. **Information Security Program.** Togetherwork Operations, LLC ("**Company**"), an affiliate of Studio Pro, maintains an information security program that contains administrative, technical, and physical safeguards that, taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of processing of Personal Data and the associated risks, are appropriate to (i) the types of Personal Data that Studio Pro will process; and (ii) the need for the security and confidentiality of such Personal Data. In formulating and implementing Company's information security program, Company has attempted to (i) identify reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper, or other records containing Personal Data; (ii) assess the likelihood and potential damage of these threats, taking into consideration the sensitivity of the Personal Data; (iii) evaluate the sufficiency of existing policies, procedures, customer information systems, and other safeguards in place to control risks; (iv) design and implement a plan that puts safeguards in place to reduce those risks; and (v) regularly monitor the effectiveness of those safeguards.
- 2. **Data Security Coordinator.** Company has designated an individual to

supervise the implementation and maintenance of its information security program.

3. **Security Awareness and Training.** Company provides appropriate security awareness and training to its employees on relevant elements of Company's information security program.
4. **Physical Security.** Company uses, or contractually obligates its third-party vendors to use, safeguards that provide reasonable assurance that access to physical servers at the data centers storing Personal Data are limited to properly authorized individuals. Company also uses, or contractually obligates its third-party vendors to use, environmental controls to detect, prevent, and control environmental hazards. Controls include logging and monitoring of data center access, CCTV surveillance systems, and uninterruptible power supply modules and backup generators that provide backup power in the event of an electrical failure.
5. **Access Controls.** Company uses administrative and technical controls to: (i) limit access to its information systems and the facilities in which they are housed to authorized personnel; (ii) prevent personnel and others that should not have access to Personal Data from obtaining access; and (iii) remove access in the event of a change in job status.
6. **Security in Storage and Transmission.** Company uses technical controls to protect against unauthorized access to Personal Data that is transmitted over public electronic communications networks or stored in Company's systems, including encryption of sensitive data stored on laptops and removable storage devices.
7. **Retention and Disposal.** Company maintains policies and procedures regarding retention periods for Personal Data and for the secure disposal of devices containing Personal Data.
8. **Security Incident Procedures.** Company maintains incident response policies and procedures to be followed in the event of any security incident affecting Personal Data. Company's security incident procedures define roles and responsibilities for incident responses, including investigation, internal and external reporting, mitigation, and remediation.
9. **Contingency Planning.** Company maintains policies and procedures for responding to an emergency or other occurrence that could damage Personal Data. Company's procedures include periodically backing up production systems and databases and maintaining formal disaster recovery and business continuity plans.
10. **Systems Monitoring.** Company monitors networks and systems to detect and log events that could cause problems.

11. **Change Management.** Company maintains policies and procedures for managing changes Company makes to its production systems, applications, and systems that process Personal Data.
12. **Third-Party Vendor Management.** Company evaluates the ability of each of its third-party service providers to protect the Personal Data to which Company has permitted them access and takes steps reasonably necessary to validate that such third-party service providers are applying appropriate security measures.
13. **Periodic Evaluation.** Company reviews the scope of its security measures periodically, including when there is a material change in Company business practices that may implicate the security or integrity of records containing Personal Data.

Exhibit C

California Charitable Fundraising Platform Disclosure Agreement

This California Charitable Fundraising Platform Disclosure Agreement ("**Disclosure Agreement**") forms a part of the Subscription and Usage Master Services Agreement. Capitalized terms not otherwise defined herein shall have the respective meaning given to them in the Agreement. The Parties enter into this Disclosure Agreement to comply with the Act (as defined below). Under the Act, the State of California requires Studio Pro to provide certain disclosures to, and obtain certain donation information from, you, as further set forth below.

1. **California Regulation.** Pursuant to Title 2, Division 3, Part 2, Chapter 6, Article 7 of the California Government Code (the Supervision of Trustees and Fundraisers Charitable Purposes Act (the "**Act**")), Studio Pro is deemed to be a "Charitable Fundraising Platform" under the Act because (a) Studio Pro's software platform (the "**Platform**") offers a function that permits you to solicit and accept charitable donations from California residents ("**Donations**"), and (b) you are a non-profit (or have a foundation that is a non-profit) that utilizes this function to solicit and accept such Donations. As a result, Studio Pro has certain obligations set forth in this Disclosure Agreement that are legally required by the Act.
2. **Consent to Use Name on Platform.** Pursuant to the Act, you hereby give Studio Pro express consent to identify your name on the Platform with respect to any solicitation for Donations which you facilitate through the use of the Platform.

3. **Disclosure Requirements.** Pursuant to the Act, Studio Pro discloses the following information:
- a. The total amount of fees charged by Studio Pro for each Donation shall be as set forth in the Agreement (including any documents or agreements incorporated therein);
 - b. The time period for sending the Donations to you shall be as set forth by your payment processor, but typically is between two and five days. You should confirm with its payment processor the exact timing;
 - c. You have the right to review and approve information on the Platform with respect to your solicitation; and
 - d. You are allowed to acknowledge persons who make Donations if the donors choose to share their information with you.

Additionally, you must provide a conspicuous disclosure to donors about the instances in which it will be deemed ineligible to receive funds as a result of not being in good standing as set forth in Section 4(b) below.

4. **Obligation to Remain in Good Standing.**
- a. You shall maintain good standing with the applicable state and federal reporting agencies, including the IRS and, if you solicit donations from California residents, the California Attorney General and the California Franchise Tax Board.
 - b. **If you are not in good standing, Studio Pro cannot legally permit donations to be made to you through the Platform. Accordingly, if you are not in good standing with the IRS, the California Attorney General, and the California Franchise Tax Board, Studio Pro will disable the donation feature on the Platform, or if it is unable to disable such feature, will prohibit you from processing any transactions through its payment processor, until you regain your good-standing status.**

5. **Cooperation.** You shall cooperate with Studio Pro to provide any information reasonably required by Studio Pro to ensure its compliance with the Act with respect to Donations received through the Platform.

6. **Privacy.** All information submitted to the California Attorney General pursuant to the Act shall be subject to the Privacy Notice found here:
<https://oag.ca.gov/system/files/media/Privacy.pdf>