

Harvest Terms of Service

Last Modified: [September 22, 2020]

Acceptance of the Terms of Service

These terms of service are entered into by and between you ("**Customer**") and Harvest, LLC a California limited liability company ("**Provider**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Service**"), govern your access to and use of <https://doyouharvest.com>, including any content, functionality, and services offered on or through <https://doyouharvest.com> (the "**Site**" or "**Website**"), and the Harvest application (the "**App**") whether as a guest or a registered user, effective as of the first date of such access or use (the "**Effective Date**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

Please read the Terms of Service carefully before you start to use the Site, the App, or the Services (defined below). **By using the Site, the App, or the Services, you accept and agree to be bound and abide by these Terms of Service.** If you do not want to agree to these Terms of Service, you must not access or use the Site, the App, or the Services.

The Website and the App are offered and available to users who reside in the United States or any of its territories or possessions, and are professional or business users. By using the App and/or the Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the App or the Website. Provider makes no claims that the Services or the App or the Website or any of their content is accessible or appropriate outside of the United States. Access to the Services and/or the App and/or the Website may not be legal by certain persons or in certain countries. If you access the App and/or Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

1. Definitions.

(a) "**Account**" means the user account, user name and password specifically associated with Customer with administrative powers. For the avoidance of doubt, each Account is held solely for one Customer who is a Party, and which Customer may utilize the Services in the provision of such Customer's services to such Customer's clients, but each Account may be used by multiple persons authorised by Customer as an Authorized User, provided that a User Seat is created for each Authorized User, and subject to the User Seat limits of such Customer's Subscription Plan.

(b) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(c) "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to these Terms of Service and (ii) for whom a User Seat for access to the Services has been purchased hereunder and in accordance with a Subscription Plan.

(d) "**Customer Data**" means, other than Aggregated Statistics, information, data, materials and other content, in any form or medium, that is created by Customer through use of the Service or uploaded, submitted, posted, imported into, or otherwise transmitted to or through the Service by or on behalf of Customer or an Authorized User.

(e) "**Provider IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(f) "**Services**" means the App and the user interface design tool hosted and made available as a software-as-a-service called "Harvest". References to "Service" herein shall be deemed to refer to the specific version of the Service referenced in the applicable Subscription Plan.

(g) "**Subscription Plan**" means the Harvest subscription plan that Customer has elected to subscribe to, as described on the Site.

(h) "**Third-Party Products**" means any third-party products or services provided with or incorporated into the Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's compliance with all other terms and conditions of these Terms of Service and the Subscription Plan, Provider shall provide to Customer the right to access and use the Service during the Subscription Term consistent with the Subscription Plan to which Customer has subscribed. Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 13(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein and in accordance with all applicable documentation and any usage limitations, rules or Customer that Provider may provide. Such use is limited to Customer's internal use. Customer acknowledges that use of the Service is provided for Customer's own purposes only, and agrees not to use the Service for the benefit of any third party (provided, however, that this does not prevent Customer from using the Service to perform work for a Customer's client within the framework of Customer's

commercial or professional activity). Customer is responsible for compliance with the provisions of these Terms of Service by any and all persons using the Service under Customer's Account. Provider reserves the right to further develop the Services, and thus to modify and update the features and functionality of the Service occasionally in its sole discretion. Except for as expressly set forth herein, Customer is solely responsible for purchasing and configuring all hardware, software and services that may be necessary or desirable for Customer's use of the Service. Customer agrees to use the Service in compliance with all applicable laws, rules and regulations, including, without limitation, laws relating to libel, slander, non-discrimination in employment, wage and hour laws, and all other employment and labor laws.

(b) Documentation License. Subject to the terms and conditions contained in these Terms of Service, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 13(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) Use Restrictions. THE SERVICE RENDERED BY PROVIDER ON THE SITE IS DEVELOPED AND OFFERED SOLELY ON A BUSINESS-TO-BUSINESS BASIS. PROVIDER PROVIDES THE SERVICES ONLY FOR BUSINESS OR PROFESSIONAL CUSTOMERS AND DECLINES TO PROVIDE THE SERVICES TO CONSUMERS WHO ARE NATURAL PERSONS WHO SUBSCRIBE TO THE SERVICES OTHER THAN FOR COMMERCIAL OR PROFESSIONAL PURPOSES. THEREFORE, EVEN IN THE ABSENCE OF PROVISION BY THE CUSTOMER OF FULL DATA INDICATING HIS OR HER CORPORATE OR BUSINESS AFFILIATION, PROVIDER SHALL DEEM THAT SUCH CUSTOMER SUBSCRIBES TO THE SERVICES FOR COMMERCIAL OR PROFESSIONAL PURPOSES. Customer shall not use the Services for any purposes beyond the scope of the access granted in these Terms of Service. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, distribute, lend, license, sublicense, sell, assign, publish, resell, time share, rent, lease, transfer, or create derivative works of the Service or Documentation, in whole or in part, or otherwise commercially exploit or make the Service or Documentation available to any third party, (ii) reverse engineer, disassemble, decompile, decode, decipher, reconstruct, adapt, or otherwise attempt to derive or gain access to any source code, underlying ideas, algorithms, file formats, programming interfaces or software component of the Services, in whole or in part; (iii) adapt, modify or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks; (iv) modify, remove or obscure any copyright, trademark, patent or other notices or legends that appear in the Documentation or Service or during the use and operation thereof; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property

right or other right of any person, or that violates any applicable law; (vi) falsely imply any association or sponsorship with Provider; (vii) publicly disseminate performance information or analysis (including service metrics benchmarks) relating to the Service; (viii) utilize any software or technology designed to circumvent any license keys or copy protection used in connection with the Service; (ix) use the Service in any unlawful manner, including, but not limited to, violation of any person's privacy rights; (x) use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components; (xi) use the Service to knowingly post, send, transmit, upload, link to or store any viruses, malware, Trojan horses, time bombs or any other similar harmful software ("**Malicious Software**"); (xii) use the Service to knowingly post, send, transmit, upload, link to or store any content that is unlawful, racist, hateful, abusive, libelous, obscene or discriminatory; or (xiii) use the Service to develop a competitive service or product offering. Subscriber may not use any automated means, including agents, robots, scripts or spiders, to access or manage the Service, except solely to the extent as may be specifically enabled and authorized by Provider.

(d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in these Terms of Service. Except for the limited rights and licenses expressly granted under these Terms of Service, nothing in these Terms of Service grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(e) Suspension/Termination. Notwithstanding anything to the contrary in these Terms of Service, Provider may limit, suspend or terminate Customer's and any Authorized User's access to or use of any portion or all of the Services if: (i) Provider determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (F) Customer's bandwidth usage significantly exceeds the average bandwidth usage (as determined solely by Provider) of other customers of Provider; (G) more than one person attempts to access Customer's Account using the same Login Credentials; (H) in the sole discretion of Provider, such action is necessary to prevent material errors or harm to any system or network, or to limit Provider's liability; or (I) Customer attempts to access or use the Service in an unauthorized manner, including without limitation any attempt to gain access to data or information relating to any other users of the Service or any use that infringes third party Intellectual Property Rights or violates any applicable law, rule or regulation; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a) (any such suspension described in subclause (i), (ii), or (iii), a "**Service**

Suspension”). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in these Terms of Service, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law. Provider's use of the Aggregated Statistics will not entail disclosure of the confidential information of Customer's clients.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Website, Services, and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of these Terms of Service. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Terms of Service if taken by Customer will be deemed a breach of these Terms of Service by Customer. Customer is responsible for ensuring that all persons who access the App or Website or Services through Customer's Account are aware of these Terms of Service and comply with them. Customer shall use reasonable efforts to make all Authorized Users aware of the provisions of these Terms of Service as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

(b) Third-Party Products. The Service may include features or functionality that interoperate with online services operated by third parties (such services, “**Third Party Products**”), pursuant to agreements between Provider and the operators of such Third Party Products (such agreements, “**Third Party Agreements**” and such operators, “**Operators**”) or through application programming interfaces or other means of interoperability made generally available by the Operators (“**Third Party APIs**”) which Provider does not control. Third Party Agreements and Third Party APIs (and the policies, terms and rules applicable to Third Party APIs) may be modified, suspended or terminated at any time. Provider shall have no liability with respect to any of the

foregoing. Without limiting the foregoing, when Customer uses functionalities which interoperate with online services operated by Third Parties, the Customer is responsible for ensuring that Customer's use of the Service in connection with Third Party Products complies with all policies, terms and rules applicable thereto.

4. Complaints and Support.

(a) Complaints. All feedback, comments, requests for technical support, and other communications relating to the Services, App, or Website should be directed to via e-mail sent to taylor@doyouharvest.com.

(b) Support. These Terms of Service do not entitle Customer to any support for the Services.

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("**Fees**"), without offset or deduction, according to the applicable monthly or yearly pre-payment schedule that automatically charges Customer as set forth in the Subscription Plan. Customer shall make all payments hereunder in US dollars on or before the applicable due date. If Customer fails to make any payment when due, or if Customer does not update payment information upon Provider's request, in addition to and without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for five (5) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. All sales are final. Provider reserves the right to adjust pricing for the Service in any manner and at any time as Provider may determine in its sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Service, any price changes to Customer's Service will take effect following notice to Customer via e-mail or in-app notifications.

(b) Recurring Billing. BY STARTING A SUBSCRIPTION AND PROVIDING OR DESIGNATING A PAYMENT METHOD, CUSTOMER AUTHORIZES PROVIDER TO CHARGE TO CUSTOMER'S PAYMENT METHOD IN THE AMOUNT OF PROVIDER'S STANDARD SUBSCRIPTION CHARGES FOR THE SUBSCRIPTION PLAN TO WHICH CUSTOMER HAS SUBSCRIBED, AND ANY OTHER CHARGES CUSTOMER MAY INCUR IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE AMOUNT BILLED MAY VARY FROM PERIOD TO PERIOD FOR REASONS THAT MAY INCLUDE DIFFERING AMOUNTS DUE TO PROMOTIONAL OFFERS

AND/OR CHANGING OR ADDING SERVICES, AND CUSTOMER AUTHORIZES PROVIDER TO CHARGE CUSTOMER'S PAYMENT METHOD FOR SUCH VARYING AMOUNTS, WHICH MAY BE BILLED PERIODICALLY IN ONE OR MORE CHARGES.

(c) Payment Processing. All fees are payable in U.S. Dollars. Provider uses third-party service providers (each, a “**Processor**”) for payment services (e.g., credit card transaction processing, merchant settlement, and any related service fees, such as Stripe Inc., Recurly, Inc., PayPal Inc. and PayLane Sp. z.o.o.). By using the Site or Services, Customer agrees to be bound by each Processor’s Terms of Service. Customer hereby consents to provide and authorize each Provider and Processor to share any information and payment instructions that Customer provides to the extent required to complete the payment transactions in accordance with these Terms of Service, including personal, financial, credit card payment, and transaction information.

(d) Invoices. Customer agrees that all invoices issued by Provider in relation to the Service and Subscription Plan shall be issued solely in an electronic form and sent to the e-mail address indicated by the Customer.

(e) Payment Information. All payment information that Customer provides in connection with the Services must be accurate, current and complete. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS THE LEGAL RIGHT TO USE ANY PAYMENT CARD(S) OR OTHER PAYMENT MEANS USED TO PAY ANY FEE OR CHARGE. By providing Provider or Processor with Customer's payment information, Customer agrees that Processor is authorized to immediately invoice Customer for all fees and charges due and payable to Provider hereunder and that no additional notice or consent is required. Customer agrees to immediately notify Provider and Processor (as applicable) of any change to Customer's payment information.

(f) Taxes. All Fees and other amounts payable by Customer under these Terms of Service are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority ("**Taxes**") on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income. Customer shall indemnify and hold harmless Provider and Processor from any and all Taxes, including sales tax, based on any payments made or received by Customer in connection with the Services. Any taxes imposed on payments will be Customer's sole responsibility. Provider will invoice Customer for such Taxes if Provider believes it has a legal obligation to do so, and Customer agrees to pay such Taxes if so invoiced. If Provider is legally required to report such information, Customer will provide Provider with official receipts issued by the appropriate taxing authority, or other such evidence that Customer has paid all applicable Taxes.

6. Confidential Information. From time to time during the Term, Provider may disclose or make available to Customer information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The Customer shall not disclose the disclosing Provider's Confidential Information to any person or entity. Notwithstanding the foregoing, Customer may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the Provider and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under these Terms of Service, including to make required court filings. On the expiration or termination of the Agreement, the Customer shall promptly return to the Provider all copies, whether in written, electronic, or other form or media, of the Provider's Confidential Information, or destroy all such copies and certify in writing to the Provider that such Confidential Information has been destroyed. Customer's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Customer; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of these Terms of Service for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Service (including without limitation all underlying source code, algorithms and models) and any software, technology, materials and information owned by Provider prior to the Effective Date or created, authored, developed, made, conceived or reduced to practice by Provider after the Effective Date, and all other Provider IP. Nothing herein shall be construed to transfer any rights, title or ownership of the Service or any Provider software, technology, materials, information or Provider IP to Customer.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, improve the Services, use

third-party service providers, or to perform Provider's legal obligations, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, create derivative works of, display, perform, transmit and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

(d) Control. Customer acknowledges and agrees that Provider has no obligation to monitor or edit the Customer Data, and that as between the parties hereto, Customer is solely responsible therefor. Provider reserves the right to remove any Customer Data which Provider becomes aware may violate these Terms of Service or infringe, misappropriate or violate any third party intellectual property right or privacy right.

(e) Usage Data. As between the parties hereto, Provider shall own all right, title and interest in and to all data collected by Provider in connection with the operation of the Service and Customer's use thereof ("**Usage Data**"). Usage Data may include, by way of example and not limitation, when and how often Customer uses the Service and which Service features are used the most often. Usage Data does not include the confidential information of Customer's clients. Provider will not disclose Usage Data or Customer Data to any third party in a manner that identifies Customer without Customer's consent other than (i) disclosure to the Provider's third-party service providers who use it for the benefit of Provider and the Customer and subject to reasonable confidentiality terms; or (ii) as may be required by law or legal process.

(f) Security. Customer acknowledges that: (i) the Service uses the Internet for data transfer and Internet-connected servers to store Customer Data and Usage Data; (ii) while Provider uses commercially reasonable security measures with respect to such servers, no security measures are 100% effective, and (iii) that Internet communications have inherent insecurities. As such, Provider does not represent or warrant the security of the Customer Data.

(g) Beta Test. From time to time and at Provider's sole discretion, Provider may initiate Beta Tests. Provider may implement, run, suspend, or terminate a Beta Test

at any time without notice or liability, and does not guarantee that a tested product, service, modification, upgrade, or other adjustment to the Site, Services, or means of providing the Services, will become part of the Services. Provider may deliver (and subsequently cease delivering) a Beta Test to all or any subset of Customers at its discretion without prior permission at any time. If Provider decides to incorporate a beta tested product or service into the Services, Provider may adjust its prices accordingly, in accordance with these Terms of Service. Provider accepts no liability for any consequences resulting from, or related to, Customer's participation in a Beta Test.

(h) Free Trial. Provider may allow potential Customers to apply to try the Service free of charge for a trial period (a “**Free Trial**”). To do so, potential Customer must submit to Provider a completed trial registration through the Site (“**Registration**”). Use of the Service during a Free Trial is provided solely for evaluation of the features of the Service. The Service may not be used commercially during a Free Trial. Provider may immediately terminate any Free Trial Account which is used for commercial purposes, without notice or liability therefor. If the Customer chooses to subscribe to the Service after the Free Trial, all Account settings and customizations will be saved and immediately accessible to Customer.

8. Warranty Disclaimer. THE SERVICES AND APP AND WEBSITE ARE PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, PROVIDER IP, APP, WEBSITE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with these Terms of Service, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by these Terms of Service; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by

Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS OF SERVICE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNT PAID TO PROVIDER UNDER THESE TERMS OF SERVICE IN THE TWO-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term. The term of these Terms of Service begins on the Effective Date and, unless terminated earlier pursuant to the express provisions of these Terms of Service, will continue until Customer ceases use of the App, the Website, the Services, and the Documents, and terminates Customer's Subscription Plan by calling Customer Service at 805-293-4191, and requesting cancellation of customer's Subscription Plan (the "**Term**").

(b) Termination. In addition to any other express termination right set forth in these Terms of Service:

(i) Provider may modify, suspend or terminate the Service (or any part thereof), Customer's Account, Customer's Subscription Plan, or Customer's right to access and use the Service, and remove, disable and discard any of the Customer Data if Provider believes that Customer has violated these Terms of Service. Unless legally prohibited from doing so, Provider will use commercially reasonable efforts to contact Customer directly via email to notify Customer when

taking any of the foregoing actions. Provider shall not be liable to Customer or any other third party for any such modification, suspension or discontinuation of Customer's right to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by Customer may be referred to law enforcement authorities at Provider's sole discretion.

(ii) Provider may terminate the Service (or any part thereof), Customer's Account, Customer's Subscription Plan, or Customer's right to access and use the Service, if Customer: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of Customer's Account, Customer's Subscription Plan, or Customer's right to access and use the Service, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund. No refunds or credits for Payment or other fees or payments will be provided to Customer if Customer elects to terminate Customer's subscription to the Service or cancel Customer's Account prior to the end of Customer's then-effective Subscription Term.

(d) Deletion of Customer Data. Customer Data might be removed permanently 30 days after subscription termination or cancellation. Customer Data can be removed immediately per Customer request. Please note that Customer Data cannot be recovered once it's removed. The 30-days term does not apply to the storage of contractual and Service usage data which may be processed upon our legitimate interests such as settlement of payment for services, protecting and exercising our rights and claims or for other reasons as described in our Privacy Policy or to the data that Provider may be obliged to process and retain longer under legal regulations (like invoices and billing history). Provider has no obligation to store any Customer Data after subscription termination whatsoever and it's solely Customer's obligation and interest to secure Customer Data prior to termination or cancellation of Service. Please note, however, that Provider may (but is not obligated to) offer an additional "Account Parking" service to store Customer Data after subscription termination or cancellation, subject to pricing, terms and conditions offered for such "Account Parking" service at the time.

(e) Survival. This Section 11(e) and Sections 1, 5, 6, 7, 8, 9, 10, and 12 survive any termination or expiration of these Terms of Service. No other provisions of these Terms of Service survive the expiration or earlier termination of these Terms of Service.

12. Login Credentials. Customer's Account and User Seats will be provided with a unique user name and password (“**Login Credentials**”). Customer is responsible for the activities of any and all persons accessing the Service using such Login Credentials, including in particular User Seats holders. Login Credentials must not be shared among multiple individuals. Each of the users of the Service shall use all reasonable means to secure their Login Credentials and shall promptly notify Provider if such user suspects that the Login Credentials have been compromised. Customer acknowledges that use of Customer's Account by any person or entity other than those authorized by Customer to use the Login Credentials shall constitute a material breach of these Terms of Service.

13. Miscellaneous.

(a) Entire Agreement. These Terms of Service, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of these Terms of Service, and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of these Terms of Service and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, these Terms of Service, and (ii) second, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications sent to Provider hereunder (each, a "**Notice**") must be in writing, addressed to Provider at the following address (or to such other address that may be designated by Provider from time to time in accordance with this Section), and delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid and confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid), which Notice shall be effective only: (i) upon receipt by Provider; and (ii) if the Party giving the Notice has complied with the requirements of this Section:

Harvest, LLC
Attn: Taylor Jobe
1221 Chapala St #4
Santa Barbara, CA 93101-3115

Notwithstanding the foregoing, Provider may communicate with Customer using the e-mail provided by Subscriber during Registration or using the messaging options within the Service (in-app messaging). Provider and Customer may choose to communicate with other means subject to preceding mutual arrangements between Provider and Customer by an e-mail or in writing. Customer agrees that all agreements, notices, disclosures and other communications provided by Provider electronically satisfy any requirement that such communication be in writing.

(c) Force Majeure. In no event shall Provider be liable to Customer, or be deemed to have breached these Terms of Service, for any failure or delay in performing its obligations under these Terms of Service, if and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver.

(i) Amendment and Modification. Provider may revise and update these Terms of Service from time to time in Provider's sole discretion. All changes are effective immediately when posted by Provider, and apply to all access to and use of the App and Website and Service thereafter. Customer's continued use of the App or Website or Service following the posting of revised Terms of Service means that Customer accepts and agrees to such changes. Customer is expected to check this page from time to time for any such changes. Provider may make commercially reasonable efforts to notify Customer of such changes via e-mail or in-app notification. Provider may update the content on the App and/or Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the App or Website may be out of date at any given time, and Provider is under no obligation to update such material.

(ii) Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms of Service, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms of Service will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of these Terms of Service is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will

not affect any other term or provision of these Terms of Service or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify these Terms of Service so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. These Terms of Service are governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to these Terms of Service or the licenses granted hereunder may be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the city of Santa Barbara and County of Santa Barbara, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. These Terms of Service is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US. Customer shall not access or use the Service if Customer is located in any jurisdiction in which the provision of the Service, other components or software is prohibited under U.S. or other applicable laws or regulations (a “**Prohibited Jurisdiction**”), and Customer shall not provide access to the Service to any government, entity or individual located in any Prohibited Jurisdiction. Customer represents, warrants and covenants that (i) Customer is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (ii) Customer is not a national of, or a company registered in any Prohibited Jurisdiction; (iii) Customer shall not permit any of its users to access or use the Service in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (iv) Customer shall comply with all applicable laws concerning the transmission of technical data exported from the United States and the country in which Customer is located.

(i) US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(j) Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Provider will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(k) Relationship of the Parties. The Parties are independent contractors with respect to each other. These Terms of Service do not constitute and shall not be construed as constituting a partnership or joint venture among the Parties hereto, or an employee-employer relationship. Customer shall have no right to act on behalf of Provider, or to otherwise obligate or bind Provider in any manner whatsoever.

(l) No Third-Party Beneficiaries. Nothing herein shall give, or is intended to give, any rights of any kind to any third parties.

(m) Authorization. IF THESE TERMS OF SERVICE ARE BEING ENTERED INTO BY A CUSTOMER THAT IS AN ENTITY, THEN BY STARTING USING THE APP OR WEBSITE OR PROVIDER'S SERVICES (EVEN FOR A TRIAL PERIOD), THE INDIVIDUAL DOING SO HEREBY REPRESENTS AND WARRANTS THAT HE/SHE IS AUTHORIZED BY CUSTOMER TO BIND CUSTOMER TO THESE TERMS OF SERVICE.