

Slite

Customer Terms of Service

Last Updated: March 1, 2019

Thank you for using Slite! To be eligible to register for a Slite account and use Slite's online knowledge management tools and platform (collectively, the "**Slite Platform**"), you must review and accept these Slite Customer Terms of Service (this "**Agreement**" or these "**Terms**") by clicking on the "Sign Up" button or other mechanism provided. PLEASE REVIEW THESE TERMS CAREFULLY. BY ACCEPTING THESE TERMS OR USING THE SLITE PLATFORM, YOU AGREE TO THESE TERMS AND CONDITIONS WITH SLITE, INC. ("**SLITE**"). IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT CLICK THE "Sign Up" BUTTON AND YOU SHOULD NOT USE THE SLITE PLATFORM.

In this Agreement, "you," "your" and "Customer" will refer to you. If you are registering for a Slite account or using the Slite Platform on behalf of an entity or other organization, you are agreeing to these Terms for that entity or organization and representing to Slite that you have the authority to bind that entity or organization to these Terms (and, in which case, the terms "you", "your" and "Customer" will refer to that entity or organization).

IMPORTANT NOTES:

- SLITE DOES NOT PROVIDE WARRANTIES OR INDEMNITIES FOR THE SLITE PLATFORM, AND THESE TERMS LIMIT SLITE'S LIABILITY TO YOU.
- DISPUTES RELATING TO THIS AGREEMENT, YOUR ACCOUNT OR THE SLITE PLATFORM MUST BE RESOLVED BY BINDING ARBITRATION AND ON AN INDIVIDUAL BASIS ONLY.

The following terms, when used in this Agreement will have the following meanings:

1.1 "Confidential Information" means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, "Confidential Information" will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

1.2 "Customer Content" means any information, data, graphics, content and other materials provided or made available to Slite by Customer through the use of or access to the Slite Platform.

2.1 These Terms. Slite may revise these Terms from time to time. If Slite does revise these Terms, the revised Terms will supersede prior versions, effective at the time at which such revisions are stated to be effective. Slite will provide you advance notice of any material revisions. This notice will be provided via the account portal and/or via an email to the email address Slite has on file. For other revisions, Slite will update the effective date of these Terms at the top of the page. Slite encourages you to check the effective date of these Terms whenever you visit Slite's website or account portal. Your

continued access or use of the Slite Platform constitutes your acceptance of any revisions, effective at the beginning of your next subscription renewal. If you don't agree to the revisions, you should cancel your subscription to the Slite Platform. Subject to the foregoing, no amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in writing by both parties.

2.2 Slite Platform. You acknowledge that Slite may change or deprecate any feature of the Slite Platform from time to time, and that it is your responsibility to ensure that calls or requests you make to the Slite Platform are compatible with then-current version of the Slite Platform.

3. Slite Platform

3.1. Provision of Slite Platform. Subject to the terms and conditions of this Agreement, Slite will use commercially reasonable efforts to make the Slite Platform available to Customer pursuant to this Agreement based on the pricing plan for the Slite Platform selected by Customer.

3.2. Customer Responsibilities. Customer will be solely responsible for the accuracy, quality, integrity and legality of Customer Content, in accordance with Section 3.3 below. Customer hereby grants to Slite a limited, non-exclusive, worldwide license to use, reproduce, create derivative works of, distribute, publicly perform and display Customer Content to provide the Slite Platform to Customer. If Slite believes there is a violation of this Agreement that can be remedied by Customer directly, Slite will, in most cases, ask Customer to take direct action rather than intervene; however, Slite reserves the right to take what Slite determines to be appropriate action, if Customer does not take appropriate action, or if Slite believes there is a credible risk of harm to Slite, the Slite Platform, Authorized Users, or any third parties.

3.3. User Conduct. Customer is solely responsible for all Customer Content that Customer uploads, posts, publishes or displays (hereinafter, "upload") or emails or otherwise uses via the Slite Platform. The following are examples of the kind of Customer Content and/or use that is illegal or prohibited by Slite. Slite reserves the right to investigate and take appropriate legal action against anyone who, in Slite's sole discretion, violates this provision, including without limitation, removing the offending Customer Content from the Slite Platform, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. Customer agrees to not use the Slite Platform to:

- a) email or otherwise upload any Customer Content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Slite, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Slite or its users to any harm or liability of any type;

- b) interfere with or disrupt the Slite Platform or servers or networks connected to the Slite Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Slite Platform; or
- c) violate any applicable local, state, national or international law, or any regulations having the force of law;
- d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- e) solicit personal information from anyone under the age of 18;
- f) harvest or collect email addresses or other contact information of other users from the Slite Platform by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- g) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- h) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- i) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Slite Platform.

3.4. Authorized Users. Individuals authorized by Customer to access the Slite Platform (each, an “**Authorized User**”) may submit Customer Content to the Slite Platform, and Customer may provide Slite with instructions on what to do with such Customer Content. Customer will (a) inform Authorized Users of all Customer policies and practices that are relevant to their use of the Slite Platform and of any settings that may impact the processing of Customer Content; and (b) ensure the transfer and processing of Customer Content under this Agreement is lawful. Customer is responsible for all login credentials, including usernames and passwords, for administrator accounts as well the accounts of its Authorized Users. Slite will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else, if such information is not kept confidential by Customer or its Authorized Users, or if such information is correctly provided by an unauthorized third party logging into and accessing the Slite Platform.

3.5. Ownership Rights. As between the parties, Slite owns and will retain all right, title and interest in and to the Slite Platform and any improvements thereto, and Customer owns and will retain all right, title and interest in and to the Customer Content and Customer Websites (excluding any Slite Platform embedded therein). No rights are granted other than as expressly set forth herein.

3.6. Feedback. Customer may from time to time provide Slite suggestions or comments for enhancements or improvements, new features or functionality or other feedback (“**Feedback**”) with respect to the Slite Platform. Slite will have the full, unencumbered right to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

- 3.7. Slite Platform Improvements and Marketing. Notwithstanding anything herein, Slite shall have the right to collect and analyze data and other information relating to the use and performance of the Slite Platform and related systems and technologies and Slite will be free to (i) use such information and data to develop, improve and provide Slite's offerings, and (ii) use and disclose such data in aggregate or other anonymous and de-identified form for marketing purposes and otherwise in connection with its business.
- 3.8. Data Processing Addendum. To the extent that Slite processes any Personal Data (as defined in the DPA referenced below) provided by Customer in the provision of the Slite Platform, the terms of the data processing addendum ("**Addendum**"), available here, as may be updated by Slite if required by applicable law, which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms. For the purposes of the Addendum, Customer is the data controller and data exporter, and Customer's entering into this Agreement shall be treated as signing of the Addendum.

4. **Fees**

- 4.1. Fees. Customer will pay Slite the fees set forth in Slite's standard pricing plan, as may be updated from time to time, or any other order forms for the Slite Platform ordered by you and accepted in writing by Slite. Slite may change the terms of its pricing plan at any time by updating the pricing plan webpages on its website located at <https://slite.com/> (the "**Site**"). If Slite does change the terms of its pricing plan, Company will provide notice of the change on the Site or in email to you, at Company's option, at least 30 days before the change is to take effect. Customer is responsible for checking the Site for any updates to the applicable pricing plan. All changes to Slite's pricing plan will be effective upon Customer's next subscription renewal. All fees are due and payable at the beginning of your subscription term and each renewal thereof. To the extent that Customer makes modifications to its subscription that require an adjustment to the fees owed to Slite (e.g. adding additional Authorized Users to a Customer account), Slite shall send the Customer an updated invoice each month ("Updated Monthly Invoice"), to capture such changes. All fees listed in an Updated Monthly Invoice are due and payable within 30 days of issuance of the applicable Updated Monthly Invoice. If Slite has not received payment within five (5) days after the due date, interest shall accrue on past due amounts at the rate of one percent (1%) per month, but in no event greater than the highest rate of interest allowed by law, calculated from the date such amount was due until the date that payment is received by Slite. Further, Slite may restrict or suspend Customer's access to the Slite Platform if payment is not made within five (5) business days after Customer's receipt of notice (including by email) that payment is past due. Except as otherwise mutually agreed upon in writing, (a) fees are quoted and payable in United States dollars and (b) payment obligations are non-cancelable and fees paid are non-refundable.
- 4.2. Taxes. All amounts and fees stated or referred to in this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges (collectively, "**Taxes**"). Customer shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Slite's net income.
5. **Confidentiality; Platform Restrictions.** Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary**

Information” of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except as expressly permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. In addition, Customer will not (nor will it permit any third party to) (1) reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive the source code underlying the Slite Platform or modify or create derivative works based on the Slite Platform; (2) use the Slite Platform to build a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Slite Platform; or (3) use the Slite Platform in an unlawful manner or otherwise outside the scope expressly permitted hereunder.

6. Termination

- 6.1. **Term.** The term of this Agreement will commence on the date these Terms are accepted by you and continue until your account is terminated as set forth below.
- 6.2. **Auto-Renewal.** Unless you and Slite agree in writing otherwise, (a) all subscriptions automatically renew for additional periods equal to one (1) year or the preceding term, whichever is shorter; and (b) the per-unit pricing during any automatic renewal term will remain the same as it was during the immediately prior term. You may stop subscriptions from automatically renewing by terminating your account prior to the end of your then-current subscription term. Slite may stop subscriptions from automatically renewing by providing you notice of non-renewal (including by email) before the end of your then-current subscription term.
- 6.3. **Termination and Suspension.** You may terminate your account at any time through the account management tools made available through the Slite Platform. Slite may terminate or suspend your account in the event you commit any material breach of any provision of these Terms and fail to fix that breach within five (5) days after written notice of that breach. Slite may also terminate or suspend your account immediately for cause if: (a) there is reason to believe the traffic created from your use of the Slite Platform or your use of the Slite Platform is fraudulent or negatively impacting the operating capability of Slite Platform; (b) Slite determines, in its sole discretion, that providing the Slite Platform is prohibited by law, or it has become impractical or unfeasible for any legal or regulatory reason to provide the Slite Platform; or (c) subject to applicable law, upon your liquidation, commencement of dissolution proceedings, disposal of your assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if you become the subject of bankruptcy or similar proceeding. If Slite suspends your account, Slite will make a reasonable attempt to notify you. Note that no refund will be provided in the event of any suspension or termination of your account.
- 6.4. **Survival.** Upon termination of this Agreement or your account, Customer will discontinue any further use of the Slite Platform and all rights and obligations will immediately terminate, except that any terms or conditions that by their nature should survive such termination will survive,

including the terms and conditions relating to payment, proprietary rights, confidentiality, disclaimers, indemnity, limitations of liability and termination, and the general provisions below.

- 6.5. Data Portability and Deletion. Customer will be permitted to export or share certain Customer Content from the Slite Platform, provided that Customer acknowledges and agrees that the ability to export or share Customer Content may be limited or unavailable depending on the type of plan in effect and the data retention, sharing or invite settings enabled. Following termination or expiration of any subscription or account, Slite will have no obligation to maintain or provide any Customer Content and may thereafter, unless legally prohibited, delete all Customer Content on its systems or otherwise in its possession or control.

7. Warranties and Disclaimers

- 7.1. Customer. Customer warrants that it has the necessary rights, licenses, consents, permissions, waivers and releases to use, make available and distribute the Customer Content in connection with the Slite Platform as contemplated herein.
- 7.2. DISCLAIMER. THE SLITE PLATFORM AND ANY BETA SERVICES (AS DEFINED BELOW) ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. SLITE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE SLITE PLATFORM AND BETA SERVICES. WITHOUT LIMITING THE FOREGOING, SLITE DOES NOT WARRANT THAT THE SLITE PLATFORM OR BETA SERVICES WILL BE ERROR-FREE OR THAT THEY WILL MEET ANY SPECIFIED SERVICE LEVEL, OR WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW.
- 7.3. BETA SERVICES. FROM TIME TO TIME, CUSTOMER MAY HAVE THE OPTION TO PARTICIPATE IN A PROGRAM WITH SLITE WHERE CUSTOMER GETS TO USE ALPHA OR BETA SERVICES, PRODUCTS, FEATURES OR DOCUMENTATION (COLLECTIVELY, "**BETA SERVICES**") OFFERED BY SLITE. THE BETA SERVICES ARE NOT GENERALLY AVAILABLE, AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS.
- 7.4. Non-Slite Products. To the extent Customer is able to use any third party services, software, applications or other products (each, a "**Non-Slite Product**"), Customer acknowledges that these are not Slite products or part of the Slite Platform. SLITE DOES NOT WARRANT OR SUPPORT NON-SLITE PRODUCTS, AND, ULTIMATELY, CUSTOMER (AND NOT SLITE) WILL DECIDE WHETHER OR NOT TO ENABLE THEM. ANY USE OF A NON- SLITE PRODUCT IS SOLELY BETWEEN CUSTOMER AND THE APPLICABLE THIRD PARTY PROVIDER. If a Non-Slite Product is enabled for Customer's use, please be mindful of any Customer Content that will be shared with the third party provider and the purposes for which the provider requires access. Slite will not be responsible for any use, disclosure, modification or deletion of Customer Content that is transmitted to, or accessed by, a Non-Slite Product.

8. Indemnification

Customer will defend, indemnify and hold Slite and its affiliates harmless against any actual or threatened claim, loss, liability, proceeding, governmental investigation or enforcement action arising

out of or relating to the Customer Content or its breach of these Terms ("**Claim**"). Slite and its affiliates will cooperate as fully as reasonably required in the defense of any Claim, at Customer's expense. Slite reserves the right, at Customer's expense, to retain separate counsel for themselves in connection with any Claim or, if Customer has not responded reasonably to the applicable Claim, to assume the exclusive defense and control of any Claim that is subject to indemnification under this Section. Customer will pay all costs, reasonable attorneys' fees and any settlement amounts or damages awarded against Slite or its affiliate in connection with any Claim. Customer will also be liable to Slite for any costs and attorneys' fees Slite incurs to successfully establish or enforce Slite's right to indemnification under this Section.

9. Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL SLITE BE LIABLE TO YOU FOR ANY (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF SLITE HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR (II) DIRECT DAMAGES, COSTS OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY YOU DURING THE SIX (6) MONTHS PRECEDING THE INCIDENT OR CLAIM. THE FOREGOING PROVISIONS ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

10. General

- 10.1. Export Controls. The Slite Platform may be subject to applicable export control laws and economic sanctions regulations. In receiving access to the Slite Platform, you agree to comply strictly with all domestic and international export laws and economic sanctions regulations as they apply to the Slite Platform. You represent that you are not on a U.S. government exclusion list or under the control of or an agent for any entity on such a list, and you further warrant that you will immediately discontinue use of the Slite Platform if you become placed on any such list or under the control of or an agent for any entity placed on such a list.
- 10.2. Publicity. With the prior written consent of Customer (email to suffice), not to be unreasonably withheld, Slite may use Customer's name and logo on Slite's website and marketing materials to identify Customer's relationship with Slite, and Slite may publicize that Customer is a customer of Slite and utilizes the Slite Platform.
- 10.3. Assignment; Delegation. Neither party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of its assets or business related to this Agreement. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.
- 10.4. Waiver. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

- 10.5. Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.
- 10.6. Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.
- 10.7. Governing Law. The enforceability and interpretation of the arbitration provisions below will be determined by the Federal Arbitration Act (including its procedural provisions). Apart from such arbitration provisions, this Agreement will be governed by the laws of the State of California, exclusive of its rules governing choice of law and conflict of laws, and all disputes arising out of the Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts of San Francisco, California, and the parties hereby consent to the personal jurisdiction of these courts. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.
- 10.8. Notices. Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Notices to Customer must be sent to the email or other address set forth in in your account information. Notices to Slite must be sent to the following address:
- Slite, Inc.,
c/o Fiducial Jade Inc,
490 Post Street, Suite 640,
San Francisco, CA 94102,
Attn: Legal.
- 10.9. Entire Agreement. This Agreement comprises the entire agreement between Customer and Slite with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Slite, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement. There shall be no force or effect to any different terms of any pre-printed purchase order or similar forms of Customer, even if signed by the parties after the date hereof.
- 10.10. Force Majeure. Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control ("**Force Majeure Event**"), including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.
- 10.11. Government Terms. Slite provides the Slite Platform, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement.

If Customer (or any of its customers) is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Slite Platform, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights than those provided in this Agreement are conferred. The Slite Platform was developed fully at private expense.

10.12. Interpretation. For purposes hereof, “including” means “including without limitation”.

11. Agreement to Arbitrate

11.1. First Try Customer Support. If you have any issues with the Slite Platform or Slite, you must try to resolve the issue first through Slite customer support.

11.2. Agreement to Arbitrate. If the parties are not able to the dispute through Slite customer support, you and Slite agree to resolve any dispute arising under these Terms, or under Slite’s Privacy Policy, or in relation to the Slite Platform by binding arbitration in San Francisco, California, or in another location that both parties agree to. This applies to all claims under any legal theory, unless the claim fits in one the exceptions below. It also applies even after you have stopped using your Slite account or have deleted it. If the parties have a dispute about whether this agreement to arbitrate can be enforced or applies to such dispute, the parties agree that the arbitrator will decide that too.

11.3. Exceptions to Agreement to Arbitrate. You and Slite agree that the parties will go to court to resolve disputes relating to your or Slite’s intellectual property (e.g., trademarks, trade dress, domain names, trade secrets, copyrights or patents). Also, either party can bring a claim in small claims court either in San Francisco, California, or the county where you live, or some other place both parties agree on, if it qualifies to be brought in that court. In addition, if either party brings a claim in court that should be arbitrated or either party refuses to arbitrate a claim that should be arbitrated, the other party can ask a court to force the parties to go to arbitration to resolve the claim (i.e., compel arbitration). Either party may also ask a court to halt a court proceeding while an arbitration proceeding is ongoing.

11.4. Details of Arbitration Procedure.

(a) Prior to filing any arbitration, both parties jointly agree to seek to resolve any dispute between the parties by mediation conducted by the American Arbitration Association (“**AAA**”), with all mediator fees and expenses paid equally by the parties. If mediation is not successful, either party may initiate an arbitration proceeding with AAA. You can look at AAA’s rules and procedures on their website <http://www.adr.org> or you can call them at 1-800-778-7879. The arbitration will be governed by the then-current version of AAA’s Commercial Arbitration Rules (the “**Rules**”) and will be held with a single arbitrator appointed in accordance with the Rules. To the extent anything described in this agreement to arbitrate conflicts with the Rules, the language of this agreement to arbitrate applies.

(b) Each party will be entitled to get a copy of non-privileged relevant documents in the possession or control of the other party and to take a reasonable number of depositions. All such discovery will be in accordance with procedures approved by the arbitrator. This

agreement to arbitrate does not alter in any way the statute of limitations that would apply to any claims or counterclaims asserted by either party.

(c) The arbitrator's award will be based on the evidence admitted and the substantive law of the State of California and the United States, as applicable, and will contain an award for each issue and counterclaim. The award will provide in writing the factual findings and legal reasoning for such award. The arbitrator will not be entitled to modify these Terms.

(d) Except as provided in the Federal Arbitration Act, the arbitration award will be final and binding on the parties. Judgment may be entered in any court of competent jurisdiction.

- 11.5. Class Action Waiver. You and Slite agree that any claims or controversies between the parties must be brought against each other on an individual basis only. That means neither you and your affiliates on one hand nor Slite and its affiliates on the other hand can bring a claim as a plaintiff or class member in a class action, consolidated action, or representative action. The arbitrator cannot combine more than one person's or entity's claims into a single case, and cannot preside over any consolidated, class or representative proceeding (unless both parties agree otherwise). And, the arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought the claim, not other Slite customers, and cannot be used to decide other disputes with other customers. If a court decides that this class action waiver is not enforceable or valid, then the entire agreement to arbitrate will be null and void, but the rest of the Terms will still apply.