

**ASPIRATION FINANCIAL, LLC**  
**MOBILE SERVICES ADDENDUM**

Updated December 2021

**Accepting this Addendum.**

By clicking “Agree” when you enroll for mobile services (“Mobile Services”), you agree to the terms and conditions of this Addendum. This Addendum sets forth the respective rights and obligations of Aspiration Financial, LLC (“Broker” or “Aspiration”) and your use of Mobile Services in connection with your brokerage account (“Account”). Additionally, by installing the mobile Application or software necessary to utilize Mobile Services (the “Software”) and using Mobile Services, you also agree to be bound by this Addendum. This Addendum supplements the Customer Account Agreement which you have already agreed to.

**END USER TERMS**

This Addendum supplements the Customer Account Agreement and, together, constitute the entire agreement between the parties concerning Mobile Services, Text Messaging, and/or Mobile Deposit Service. All terms and conditions from the Customer Account Agreement are incorporated herein by reference. In the event of conflict or inconsistency between the terms of this Addendum and the Customer Account Agreement with respect to Mobile Services, Text Messaging, and/or Mobile Deposit Service, this Addendum shall supersede the inconsistent terms of the Customer Account Agreement. You acknowledge that you have read and agreed to the terms and conditions of the Customer Account Agreement. (You may review the Customer Account Agreement by visiting [this link](#) which you have already agreed to.)

**SECTION A**

Thank you for using Mobile Services combined with your mobile device’s text messaging capabilities. For help, text “HELP” to 424-295-0859. To cancel your plan, text “STOP” to 424-295-0859 at any time. In case of questions please contact customer service at support@aspiration.com or call 800-683-8529.

**Terms and Conditions**

1. The services provided under this Addendum are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Broker. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The services are provided by Broker and not by any other third party. You and Broker are solely responsible for the content transmitted through the text messages sent to and from Broker. You must provide source indication in any messages you send (e.g., mobile telephone number, “From” field in text message, etc.)
3. We reserve the right to alter charges and/or this Addendum from time to time, and we reserve the right to terminate, discontinue, or suspend any service at any time.
4. We may terminate Mobile Services at any time, including if you or your Accounts are not eligible for any service; if we believe you are in breach of the Customer Account Agreement or this Addendum; or in the event your mobile service terminates or lapses.

**Mobile Services and Text Messaging**

1. As used in this Addendum, “Mobile Services” means a service that allows you to use a mobile device (like an iPhone® or smartphone, sometimes also called a wireless device) to access Broker’s online account service. “Mobile Device” means a device specified by us, not a personal computer, including a mobile phone or personal digital assistant (PDA) that has text messaging capabilities and/or is Internet (Web) enabled. “Text Messaging” or “SMS” means a process that allows you to send and receive messages from us related to your Accounts, of up to 160 characters each, using your mobile device.
2. Not all the online Account services available through the Aspiration website are available when you use a mobile device, and Mobile Services and functionality available to you may vary based on the mobile device you use. For those online Account services available through your mobile device, the online Account services may use different terminology and appear in different formats when viewed through your mobile device. You may be required to follow different instructions to access online Account services through your mobile device. Processing of payment and transfer instructions may take longer through Mobile Services.
3. Your wireless provider’s standard rates apply to Internet access, including messaging rates that apply to SMS usage. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plans. Your wireless provider may impose Internet access, message, and/or charge limitations that are outside of our control, for using this service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.
4. You represent that you are the owner or authorized user of the mobile device you use to receive our Mobile Services service, and that you are authorized to approve the applicable charges. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We may use the telephone or mobile phone number, email address, or other delivery location we have in our records for you or other such information as you may provide to us to contact you for Mobile Services. If you use Text Messaging, we will send you a message only once per request.
5. We will not be liable for any delays or failures in your ability to access our Mobile Services or in your receipt of any text messages, as access and messaging are subject to effective transmission from your network provider and processing by your mobile device, as well as delays and interruptions in the Internet. Mobile Services including Text Messaging are provided on an AS IS, AS AVAILABLE basis.
6. You understand and agree that Mobile Services messages may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number, your wireless providers name, and the date, time, and content of any Mobile Services messages including Account activity, balance, and status of your Accounts and other information that you or we may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the Mobile Services.
7. Your wireless provider and other service providers may also collect data from your Mobile Services usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your Mobile Services usage in connection with our online account service. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property.
8. When you complete forms online or otherwise provide us with information in connection with our Mobile

Services, you agree to provide accurate, complete, and true information. We will not be responsible or

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liable for losses or damages arising from any disclosure of your account information to third parties or non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Mobile Services.

9. Our Mobile Services, as well as the content and materials you may receive or access through your use of our service, are proprietary to us, and are for your personal, noncommercial use only. You agree to not damage, impair, interfere with, or disrupt our online Account service or its functionality.
10. You agree that if you are using our Mobile Services outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.
11. We reserve the right to alter charges and/or this Addendum from time to time, and we reserve the right to discontinue our Mobile Services at any time without notice. We may suspend or terminate the service to you if we believe you are in breach of this Addendum or the Customer Account Agreement. The service is also subject to termination in the event your wireless service terminates or lapses.
12. If you have any questions, email [support@aspiration.com](mailto:support@aspiration.com). You can also text the word "HELP" to 424- 295-0859 to get additional information about the service. If you receive a message from us unexpectedly, you can text the word "STOP" to 424-295-0859. We do not charge for help or info messages; however, your normal wireless provider rates apply.
13. If you would like to enable a mobile wallet to use your Debit Card through your Mobile Device—for example, Apple Pay, Google Pay, or Samsung Pay—you may receive a call or text message from 61322 or [noreply@aspiration.com](mailto:noreply@aspiration.com) to verify the request. You must verify the request in the text message or call in order to proceed with enabling a mobile wallet.
14. Mobile Services are provided for your convenience and do not replace your monthly Account statement, which is the official record of your Account. Mobile Services, including instructions for payment, transfer, and other transactions, may be delayed, interrupted, or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider, or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to Mobile Services and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.
15. If you have any questions, email [support@aspiration.com](mailto:support@aspiration.com) or call 800-683-8529.

### **Mobile Deposit Service**

1. The Mobile Deposit Service allows you to make deposits of the electronic image of a check or Substitute Check (each an "item") to your eligible Accounts by capturing an electronic image of the item with a capture device (such as a camera) on your Mobile Device and submitting images and associated information to us for processing. All terms and conditions of the Mobile Services provided above apply to the Mobile Deposit Service.
2. Eligible Items. You agree:
  - a. to deposit only images that originated as paper checks, and no third-party or electronic checks may be deposited using the Mobile Deposit Service;
  - b. to implement and maintain security measures, including firewall protection, in compliance with

- your obligations under these End User Terms;
- c. to keep your email address updated within Broker's online account services;

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- d. to properly endorse all items using the Mobile Deposit Service as stated in Section 7 below;
- e. not to deposit items into your account unless you have authority to do so;
- f. after you submit an item for deposit using the Mobile Deposit Service you will not redeposit, otherwise transfer, or negotiate the original item;
- g. after you submit an item for deposit you are solely responsible for the storage or destruction of the original item as further provided below;
- h. the electronic image of the item will become the legal representation of the item for all purposes;
- i. any image we receive accurately and legibly represents all of the information on the front and back sides of the original item as originally drawn; and
- j. to promptly provide us with a written notice of any claim you receive regarding the Mobile Deposit Service.

3. Restrictions and Limitations. You agree you will not use the Mobile Deposit Service to deposit any of the following Items:

- a. Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- b. Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- c. Checks payable jointly, unless deposited into an account in the name of all payees.
- d. Checks previously converted to a substitute check, as defined in Reg. CC.
- e. Checks drawn on a financial institution located outside the United States.
- f. Checks that are remotely created checks, as defined in Reg. CC.
- g. Checks not payable in United States currency.
- h. Checks dated more than six (6) months prior to the date of deposit.
- i. Checks or items prohibited by Broker's current procedures relating to Mobile Deposit Service or which are otherwise not acceptable under the terms of your Account.
- j. Checks payable on sight or payable through drafts.
- k. Checks with any endorsement on the back other than that specified in the Customer Account Agreement or this Addendum.
- l. Checks that have previously been submitted through Mobile Deposit Service or through a mobile deposit capture service offered at any other financial institution.

4. Contact.

Broker will notify you via the email address that you provided through your online account. You agree that this email address is up to date and a valid email address to contact you. You may change this email address by logging into your online account and going to the Customer Service page. We will notify you by email after a deposit has been received, approved, and/or declined. We may also contact you by this email address if necessary to resolve any deposit disputes.

5. Image Quality.

The image of an item transmitted using the Mobile Deposit Service must be legible and clear. It must not be altered. It must capture all pertinent information from the front and back of the item. Image quality must comply with industry requirements established and updated by the ANSI, Federal Reserve Board, and any other regulatory agency. You authorize us to convert items to IRDs or transmit them as an image. If the electronic files and/or images transmit to us with respect to any item do not comply with

our requirements for content and/or format, we may, in our sole discretion:

- a. further transmit the item and data in the form received from you;
- b. repair or attempt to repair the item or data and then further transmit it;
- c. process the item as photocopies in lieu of originals; or
- d. return the data and item to you unprocessed and charge back your Account.

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## 6. Endorsement

You agree to properly endorse all items captured and submitted using the Mobile Deposit Service. This should include a signature(s) from the named payee(s). It is also suggested that you write "For Mobile Deposit Only at Aspiraton." This will help prevent a duplicate deposit being made.

## 7. Processing Time and Availability of Funds.

We may return or refuse to accept all or any part of a deposit to your account using the Mobile Deposit Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned. Images of items transmitted by you are not considered received by us until you receive an electronic confirmation of the receipt of the deposit from us. Receipt of the confirmation from us does not mean that the transmission was error-free or complete; you may still receive a declined deposit email if the deposit is outside our guidelines. Once items have been approved through the Mobile Deposit Service, they are subject to our policies with respect to availability of funds.

## 8. Disposal of Transmitted Items.

You are responsible for retaining each original item in a safe and secure environment in accordance with applicable laws as in effect from time to time. You will store the original items and take appropriate measures to ensure they are not deposited a second time. You will promptly (but in any event within seven (7) business days) provide any retained original item to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any item or as we otherwise deem necessary. After forty-five (45) days following transmittal to us and receipt of a confirmation from us that the image of the item has been received, you agree to mark the item as "VOID" and properly dispose of it to ensure it is not presented for deposit again.

## 9. Restrictions and Limitations.

You agree your deposits using the Mobile Deposit Service will not exceed the following limitations, which may be changed from time to time:

Payment Limit (The maximum single item amount a user may deposit through mobile deposit capture): **\$5,000**

Daily Limit (Maximum cumulative amount a depositor may deposit in a single day. The cumulative total for all accounts will apply towards this limit): **\$5,000**

Daily Limit Count (Maximum number of deposits a depositor can make in a single business day): **N/A**

Multi-Day Limit (Maximum cumulative amount a depositor may deposit over the course of a defined multi-day period): **\$50,000**

Multi-Day Limit Count (Maximum number of deposits a depositor can make over the course of a defined multi-day period): **N/A**

Multi-Day Limit Period (Number of days that constitutes the multi-day period): **30 rolling calendar days**

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Large Checks: For checks above \$5,000 (“Large Checks”), we may allow you to submit the image of the checks via our Mobile app. Large Checks will require additional verification steps to be accepted for deposit. We may ask you to send the physical check to a designated address for verification, and processing.

#### 10. Minimum Hardware and Software Requirements.

In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, a mobile device with compatible hardware and software and capable of accessing the Internet and capturing electronic images.

#### 11. Eligibility, Termination and Changes.

You must meet the eligibility requirements as defined by Broker and subject to change in order to use the Mobile Deposit Service. We have the right to suspend or terminate the Mobile Deposit Service at any time if you or your accounts(s) do not meet our eligibility requirements or if you are in violation of these End User Terms or the Customer Account Agreement. We may also terminate the Mobile Deposit Service in the event your wireless service terminates or lapses. We also reserve the right to change the eligibility requirements and Mobile Deposit Service at any time without notice to you.

#### 12. Errors.

You agree to promptly review each account statement and notify us of any errors. All deposits made through the Mobile Deposit Service will be deemed to be correct, unless you notify us of any errors to your deposits. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or as otherwise specified in your Customer Account Agreement.

#### 13. Changes.

We reserve the right to change the Mobile Deposit Service at any time without notice to you. We reserve the right to change the fee structure for this service at any time. We reserve the right to deny, suspend, or revoke access to the Mobile Deposit Service immediately, in whole or in part, in our sole discretion, without notice, if we believe you are in breach of these Sections or this Addendum or another agreement related to your account with us, or are otherwise using or accessing the Mobile Deposit Services inconsistent with the terms and conditions hereof. Further, we have the right to suspend the Mobile Deposit Service immediately in the event of an emergency or in the event of acts or circumstances beyond our control. Any termination will not affect any obligations arising prior to termination, such as the obligation to process any items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns prior to termination.

#### 14. The Mobile Deposit Service is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. The Mobile Deposit Service may be delayed, interrupted, or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to the Mobile

Deposit Service and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

15. You agree to indemnify, defend, and hold us harmless from and against any claims, losses, liability, cost, and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Deposit Service. This obligation survives termination of this Addendum.

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## Miscellaneous

1. Limitation of Liability. To the extent permitted by law, Broker shall not be liable for any expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) ("Losses") by or with respect to the Mobile Services, Text Messaging, or Mobile Deposit Service, except to the extent that such Losses are actual Losses proven with reasonable certainty, are not speculative, are proven to have been fairly within the contemplation of the parties as of the date hereof, and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Broker's gross negligence or willful misconduct and without limiting the generality of the foregoing, Broker will not be liable for any indirect, special, incidental or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable).
2. Indemnification. You agree to indemnify, defend, and hold us harmless from and against any claims, losses, liability, cost, and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Services, Text Messaging, or Mobile Deposit Service, including, but not limited to, your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state, or local law, regulation or ordinance. This obligation survives termination of this Addendum.
3. Force Majeure. Broker shall not be liable for (i) force majeure or other events beyond the control of Broker, including without limitation any failure, default or delay in performance resulting from computer or other electronic or mechanical equipment failure, unauthorized access, theft, operator errors, government restrictions, exchange or market rulings or suspension of trading, strikes, failure of common carrier or utility systems, severe weather or breakdown in communications not reasonably within the control of Broker or other causes commonly known as "acts of god", whether or not any such cause was reasonably foreseeable, or (ii) general market conditions unrelated to any violation of this Addendum by Broker.
4. Severability. If any provision of this Addendum is held to be invalid, void or unenforceable by reason of any law or legal process, that determination will not affect the validity of the remaining provisions of this Addendum.
5. Governing Law. This Addendum will be governed and interpreted by the laws of the State of California without reference to the conflict of laws rules, except as superseded or pre-empted by applicable Federal law.
6. Notices. All communication to you pursuant to this Agreement shall be sent to the email address set forth during account opening by you unless you designate otherwise in writing. Such communications shall be deemed given when delivered by electronic transmittal and shall be effective immediately upon the date acknowledged by return receipt.
7. Entire Agreement. This Addendum represents the entire agreement between the Broker and you with respect to Mobile Services, Text Messaging, or Mobile Deposit Service.
8. Waiver and Modification. You agree that Broker may change the terms of this Addendum by giving you notice of the new terms. You agree that you and your account will be bound by the changes through any

subsequent use of the features described in this Addendum or within fifteen (15) calendar days of being notified of the changes, whichever is sooner. Except as specifically permitted in this Addendum, no provision of this Addendum will be deemed waived, altered, modified or amended unless agreed to in writing by Broker. Broker's failure to insist on strict compliance with this Addendum or any other course of conduct on our part will not be deemed a waiver of Broker's rights under this Addendum.

9. Successors and Assigns. You agree that this Addendum will, as applicable, be binding upon your 7 heirs, personal representatives, successors, assigns and agents. This Addendum will inure to the benefit of Broker and its successors, assigns and agents. You may not assign your rights and obligations under

this Addendum. Any unauthorized assignment will have no legal effect. Broker may assign any of its rights and obligations under this Addendum to any of its affiliates or successors without giving you notice.

10. No Third-Party Beneficiaries. Neither party intends for this Addendum to benefit any third party not expressly named in this Addendum.

11. Sovereign Immunity or Similar Defense. If you are entitled to claim sovereign immunity or a similar defense, you hereby waive all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, attachment (both before and after judgment) and execution to which you might otherwise be entitled in any action or proceeding in the courts of the United States or of any other country or jurisdiction relating in any way to your account and agree that you will not raise, claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.

## 12. Binding Arbitration.

a. **This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:**

1. **All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
2. **Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
3. **The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
4. **The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.**
5. **The panel of arbitrators typically includes a minority of arbitrators who were or are affiliated with the securities industry.**
6. **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
7. **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.**

b. **You agree to settle by arbitration any controversy between you and Broker arising out of or relating to this Addendum or your use of Mobile Services, Text Messaging, or Mobile Deposit Service. The arbitration will be conducted in accordance with the rules then in effect for the Financial Industry Regulatory Authority. The award of the arbitrator or a majority of the arbitrators, as the case may be, will be final, and judgment upon the award rendered may be entered in any court having jurisdiction.**



- c. **No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:**

- 1. the class certification is denied; or**
- 2. the class is decertified; or**
- 3. the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Addendum except to the extent stated herein.**

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## **SECTION B**

### **END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP to be agreed to by End User Prior to Use of the Downloadable App**

1. Ownership. You acknowledge and agree that Broker is the owner of all right, title, and interest in and to the downloaded software to be used for access to Mobile Services and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates, or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. License. Subject to the terms and conditions of this Addendum, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Addendum. All rights not expressly granted to you by this Addendum are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Addendum may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. Restrictions. You shall not: (i) modify, revise, or create any derivative works of the Software; (ii) decompile, reverse engineer, or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols, or labels in the Software, including, but not limited to, any trademark, logo, or copyright.
4. Disclaimer of Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BROKER, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS, OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL,

SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

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6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies, or instrumentalities is subject to the restrictions set forth in this Agreement.

