



STRIPE APP TERMS OF SERVICE

Last Revised: June 9, 2022

These Terms of Service (these “**Terms**”) govern your access to and use of a limited, free version of Persefoni’s Stripe App (the “**Product**”) offered by Persefoni AI Inc. (“**Persefoni**”).

EITHER BY CLICKING ON THE CHECKBOX MARKED “ACCEPT” OR BY ACCESSING, USING, OR DOWNLOADING THE PRODUCT, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED AND MUST CEASE USING THE PRODUCT IMMEDIATELY.

If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms, and in such event, “you” and “your” will refer to that company or other legal entity. These Terms are effective as of the date you first begin use of the Product.

1. Product.

(a) Provision of Access. Subject to your compliance with these Terms, Persefoni will provide you the Product solely for your internal business purposes.

(b) Use Restrictions. You will not at any time, directly or indirectly, and will not permit others (including your Authorized Users (as defined in Section 1(e) below)), to:

- use the Product for the benefit of or on behalf of any third party or otherwise in any manner except as expressly permitted under these Terms;
- copy, modify or create derivative works of the Product, in whole or in part;
- reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any source code, algorithm or structure underlying the Product, in whole or in part;
- sell, resell, rent or lease use of the Product to third parties, or otherwise allow any third party to access the Product;
- store, transmit, upload or post any infringing, libelous or otherwise unlawful or tortious material or any data for which you do not have the necessary consents or rights to store, transmit, upload or post (as applicable) in connection with the Product;
- interfere with, or disrupt the integrity or performance of, the Product, or any data or content contained therein or transmitted thereby;
- access or search the Product (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools);
- access or use the Product for the purpose of testing, measuring or monitoring its performance, functionality, availability or any other benchmarking purposes;
- use the Product to create any competing product or service or engage in any competitive purpose;
- engage any time-sharing or other distribution arrangement in connection with the Product; or

- alter, remove, obscure, or destroy any notice of any copyright, trademark, trade name, service mark, logo, or other intellectual property or proprietary right designation placed upon the Product or any related documentation.

Persefoni shall be entitled to all remedies available under these Terms and at law for a breach of this Section, including suspension or termination of access, seeking injunctive relief and/or initiating legal action for all damages suffered as a result thereof.

(c) IEA and CEDA Factor Restrictions. Persefoni utilizes emission factors from the International Energy Agency (the “IEA Factors”) and Comprehensive Environmental Data Archive (the “CEDA Factors”) to calculate emissions and carbon footprint and to then communicate such analysis to Customer. Customer is permitted to use the IEA Factors disclosed to it by Persefoni in their sustainability reports to third parties for the purposes of emissions reporting. Customer may only disclose the IEA Factors or CEDA Factors to the extent necessary to respond to an audit or legal process issued by an entity to which they report and/or which audits them. Customer is not permitted to reproduce the IEA Factors or CEDA Factors in any reports widely distributed internally or in reports issued to the public such as in its Annual Reports.

(d) Product Changes. Persefoni reserves the right to modify and/or discontinue any features of the Product, or the Product itself, in its sole discretion at any time and without prior notice to you.

(e) Authorized Users. Subject to the restrictions set forth herein, you may grant access to the Product to your employees and independent contractors, who may only access and use the Product in connection with their employment or engagement by you for the sole purpose of performing their job functions or services (as applicable) for you (“**Authorized Users**”). You acknowledge and agree that your Authorized Users’ use of the Product is subject to these Terms, and that you are directly responsible to Persefoni for any breach of these Terms by your Authorized Users or any party accessing the Product through your account.

2. Reservation of Rights. Nothing in these Terms or the performance thereof will operate to grant you any right, title or interest, whether by implication, estoppel or otherwise, in or to the Product or any other products or services offered by Persefoni (or any intellectual property rights in the foregoing).

3. Customer Materials

(a) You are solely responsible for all information, data, and other materials, that are inputted, submitted, uploaded or transmitted by you and your Authorized Users in connection with your and their use of the Product (the “**Customer Materials**”). As between you and Persefoni, except for the license granted in this Section 3(a) you will own and retain all right, title and interest in and to all Customer Materials. You hereby grant Persefoni a non-exclusive, worldwide, royalty-free right and license to use, host, reproduce, display, perform, modify and process the Customer Materials in connection with the hosting, operation, improvement and

provision of the Product or as otherwise necessary for Persefoni's performance of its obligations under these Terms.

(b) You hereby represent and warrant that you have provided all necessary and appropriate notices and opt-outs, and obtained all necessary and appropriate consents, approvals and rights to collect, process, use, store, enhance and disclose and allow Persefoni to use, store, disclose and otherwise process the Customer Materials as contemplated by these Terms and have otherwise complied with all applicable laws and regulations.

(c) You acknowledge and agree that Persefoni may generate, process, and analyze deidentified aggregated and/or anonymized data (including any insights derived therefrom) and other information relating to your use of the Product and related systems and technologies (collectively, "**Aggregate Data**"). Persefoni shall own all right, title, and interest in and to the Aggregate Data and may use such Aggregate Data for any purpose in connection with its business including improving or otherwise optimizing the Product.

(d) We agree to work together in good faith to promote our relationship as well as climate-related initiatives. To the extent we work together, and in connection with any mutually agreed initiatives, Customer grants Persefoni a non-exclusive, royalty-free, fully-paid license to use and display Customer's name, marks, or logos according to any usage guidelines or other limitations Customer provides.

4. Proprietary Rights.

(a) As between the Parties, Persefoni will exclusively own all right, title, and interest in and to the Product, and any and all updates, improvements, enhancement, modifications or derivative works to the foregoing and all related documentation (and all intellectual property rights in any of the foregoing).

(b) You may provide Persefoni with suggestions, comments, and feedback with regard to the Product (collectively, "**Feedback**"). You hereby grant Persefoni a perpetual, irrevocable, royalty-free, and fully paid-up license to use and exploit all Feedback in connection with Persefoni's business purposes, including, without limitation, the testing, development, maintenance, and improvement of the Product.

5. Confidential Information.

(a) Any information that one Party provides to the other Party that is identified at the time of disclosure as confidential or, given the circumstances of disclosure or the nature of the information, reasonably should be considered to be confidential will be "**Confidential Information**" of the disclosing Party (the "**Disclosing Party**"). For clarity, all information regarding the Product and related documentation will be deemed the Confidential Information of Persefoni hereunder.

(b) Each Party (the "**Receiving Party**") will maintain the Disclosing Party's Confidential Information in strict confidence, and will not use the Confidential Information of

the Disclosing Party except as necessary to perform its obligations or enforce its rights under these Terms. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, to its employees, representatives, or contractors who have a bona fide need to know such Confidential Information to perform under these Terms and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in these Terms, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

(c) This Section 5 will not prohibit or limit either Party's use of information (i) rightfully known to it prior to receiving it from the Disclosing Party, (ii) independently developed by or for it without use of or access to the other Party's Confidential Information, (iii) permissibly acquired by it from a third party which is not under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of these Terms.

(d) Security. Persefoni shall maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Customer Materials. Without limiting Persefoni's applicable obligations under this Agreement, Persefoni is not responsible for any Customer Materials which are delayed, lost, altered, intercepted, or stored during the transmission of any data whatsoever across networks not owned and/or operated by Persefoni, including, but not limited to, the Internet and Customer's local network.

(e) While Persefoni may offer a means of submitting a support request, Customer acknowledges and agrees that any failure of Persefoni to meet any response time or service level expectation shall not result in any breach of this Agreement or any payment or liability of Persefoni to You.

6. NO WARRANTIES.

The Product is free and as such, no warranties or support is available. YOU ACKNOWLEDGE THAT NO WARRANTIES, SERVICE LEVELS, OR SPECIFICATIONS APPLY TO YOUR USE OF THE PRODUCT. THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS, AND PERSEFONI MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PERSEFONI HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS REGARDING THE PRODUCT PROVIDED UNDER THESE TERMS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, PERSEFONI HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE PRODUCT WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED. PERSEFONI MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PRODUCT.

7. Indemnification. You will indemnify and hold Persefoni and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your (and your Authorized Users') access to or use of the Product, (b) your Customer Materials, (c) any disclosures made using information derived through use of the Product, or (d) any breach of these Terms by you or your Authorized Users.

8. LIMITATIONS OF LIABILITY

(a) Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PERSEFONI SHALL NOT WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM YOUR USE OF OR INABILITY TO USE THE PRODUCT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PERSEFONI HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) Total Liability. IN NO EVENT WILL PERSEFONI'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH THESE TERMS OR THE PROVISION OF THE PRODUCT EXCEED \$100, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9. Termination.

(a) Termination. You may terminate these Terms at any time by ceasing use of the Product. Persefoni may suspend or terminate your access to and use of the Product at any time and without notice.

(b) Survival. Sections 2 through 10 will survive any termination of these Terms.

(c) Effect of Termination. Upon termination of these Terms: (i) your right to access the Product will terminate immediately; and (ii) you will return or destroy, at Persefoni's sole option, all Persefoni Confidential Information in your possession or control, including permanent removal of such Persefoni Confidential Information (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in your possession or under your control, and at Persefoni's request, you will certify in writing to Persefoni your compliance with the provisions of this Section 9(c).

10. Miscellaneous.

(a) Updating These Terms. Persefoni may modify these Terms from time to time in which case it will update the “Last Revised” date at the top of these Terms. It is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Product after the modifications have become effective will be deemed your acceptance of the modified Terms.

(b) Waiver. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms will operate or be construed as a waiver thereof and 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.

(c) Severability. If any provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) Governing Law; Jurisdiction. These Terms shall be governed by and construed in accordance with the law of the State of New York, without regard to any conflict of law rules of such state. You agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. You agree that in the event of any dispute between you and Persefoni, you will first contact Persefoni and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, these Terms shall be brought in the state or federal courts for the Southern District of New York and you hereby irrevocably consent to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. You may not bring a claim against Persefoni for any reason more than 12 months after the event giving rise to the claim.

(e) Export Control. You acknowledge that the Product may be subject to regulation by local laws and United States government agencies which prohibit export or diversion of certain products or information about products to certain countries and certain persons. You represent and warrant that you will not export or re-export the Product in violation of these regulations.

(f) Assignment. You may not assign or transfer these Terms or your rights hereunder, by operation of law or otherwise, without Persefoni’s prior written consent. Any

attempt by you to assign or transfer these Terms, without such consent, will be null. Persefoni may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(g) Equitable Relief. Each Party hereby acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 4 or your breach of Section 1(b), or 1(c), 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, the other Party 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.

(h) Force Majeure. Neither Party will be responsible for any failure or delay in its performance under these Terms (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, communications failure or degradation, material changes in law, war, terrorism, riot, pandemics, epidemics or acts of God.

11. Contact. You may contact Persefoni regarding the Product or these Terms at: 2415 W Broadway Rd #41022, Mesa, AZ 85274-3042 or by e-mail at info@persefoni.com.