



These Terms and Conditions (“Agreement”) govern the purchase of services by Mango Technologies, Inc., a Delaware corporation, having an office at 350 Tenth Avenue Suite 500, San Diego, California, (“ClickUp”) from the Vendor named in a Purchase Order (“Vendor”). ClickUp and Vendor may be referred to individually as a “Party” and collectively as the “Parties.”

1) **SERVICES.**

- a) Upon a purchase order issued through ClickUp’s purchasing system to Vendor (“Purchase Order”), Vendor will provide the products, services, or both stated in the Purchase Order (“Products” or “Services”) to or on behalf of ClickUp. This Agreement shall not limit ClickUp’s right to perform, or to select others to perform, the same or similar services. A detailed description of Products or Services will be listed in the Purchase Order.
- b) If the Parties intend a provision in the Purchase Order to take precedence over the body of this Agreement, they must specifically recite in the Purchase Order the section or language in the body of this Agreement over which the Purchase Order takes precedence. Otherwise, if there is a conflict or inconsistency between any terms or conditions in the body of this Agreement and any terms or conditions in a Purchase Order, the body of the Agreement shall take precedence. The terms and conditions of this Agreement will supersede any terms or conditions in any invoice, statement of work, terms, or other document issued by Vendor, and nothing contained in any document issued by Vendor shall be deemed to modify or amend any of the terms and conditions of this Agreement unless separately agreed to in writing by ClickUp. This subsection shall not be subject to modification by the terms of any Purchase Order or other document, but shall only be subject to modification by written agreement signed by an authorized representative of each Party.

2) **PAYMENT.**

- a) In consideration of the Products delivered or Services performed, Vendor shall receive only the compensation specified in the Purchase Order (“Fees”). Payment for all or part of the Products or Services shall not constitute acceptance. Vendor may not increase the mutually agreed fee or rate without ClickUp’s prior written approval, and ClickUp will only be liable for previously agreed-upon Fees. No additional costs of any kind may be incurred without the prior written consent of ClickUp.
- b) Vendor will issue ClickUp itemized invoices no less than monthly showing all Fees incurred within the invoice period. Vendor will send all invoices and supporting documentation (as reasonably requested), to [accountspayable@ClickUp.com](mailto:accountspayable@ClickUp.com), with a copy to Vendor’s main point of contact at ClickUp. ClickUp may request that Vendor supply additional documentation in order to verify any Fees submitted for reimbursement, and may withhold payment for any Fees which it disputes in good faith. Except to the extent there is a good faith dispute, invoices shall be due and payable within 45 days after ClickUp’s receipt of a correct/approved invoice. All Fees must be invoiced within 60 days from the time they are incurred. Vendor waives all rights to payment for, and ClickUp reserves the right to reject, any Fees submitted for payment more than 60 days after such Fees were incurred.
- c) ClickUp may recoup, set off, or credit against amounts payable to Vendor all present and future indebtedness of Vendor to ClickUp. Should Vendor owe ClickUp any amount that exceeds the next immediate invoice payment due from ClickUp to Vendor, ClickUp may, at its sole option, elect for cash repayment of the difference, in which case Vendor will issue ClickUp a check or wire payment within 30 days of the invoice date. If ClickUp does not elect cash repayment, then Vendor will credit any remaining balance against future invoices.
- d) Except for sales, service, value-added, use, consumption or other taxes imposed upon the Products or Services required to be collected by Vendor under federal, state and local tax laws, Vendor is solely responsible for any taxes, including unemployment insurance premiums, workers’ compensation insurance premiums, income taxes, social security taxes, and employment-related

taxes incurred as a result of the sale of Products or performance of Services by Vendor under this Agreement. Vendor is further responsible for all obligations, reports, and timely notifications relating to such matters. Vendor warrants and represents that it will timely pay all such amounts to the relevant party when due. For taxes ClickUp is responsible for, Vendor will separately itemize and include the amount of such tax on each invoice to ClickUp. ClickUp may provide adequate proof of exemption from such taxes to Vendor, in which event Vendor will not include such taxes on any invoice.

e) ClickUp shall be entitled to deduct withholding tax, where applicable, from the payment due Vendor as required for any domestic or foreign location where such taxes may be required to be collected or withheld. If withholding tax is applicable, ClickUp shall provide Vendor with the withholding tax receipt from the tax authorities.

3) **AFFILIATES.** For purposes of this Agreement, "Affiliates" means, in relation to a Party, any corporation, partnership or other business entity that controls, is controlled by, or is under common control with such Party.

a) The Parties acknowledge and agree that ClickUp's Affiliate(s) may enter into one or more Purchase Orders under this Agreement. In such event, upon individual Affiliate and Vendor execution of the applicable Purchase Order, such Purchase Order shall constitute a separate agreement directly between Vendor and such individual Affiliate only. Such Purchase Order(s) shall reference and incorporate the terms of this Agreement. Only the specific Affiliates executing the Purchase Order shall be responsible thereunder; the Parties acknowledge and agree that there is no recourse to ClickUp or any other Affiliate for any such Purchase Order executed by an individual Affiliate.

b) The Parties acknowledge and agree that Affiliate(s) may also be procuring Services and/or Products as listed in a Purchase Order executed by ClickUp (or other named ClickUp Affiliate). ClickUp may direct, in the Purchase Order, applicable schedule, Order Form or other written notice ("Transaction Document") the specific Products or Services being provided to such Affiliate and whether such Affiliate should be billed separately. Such billing information may include specific apportionment of service fees (e.g., 60% of total services fee should be billed to Mango Technologies, Inc. and 40% of total services should be billed to Affiliate). If an Affiliate directs in a Transaction Document that such an apportionment of applicable fees shall occur, Mango Technologies, Inc. must be included as a signatory on the applicable Transaction Document.

4) **PERSONNEL: ACCEPTANCE OF SERVICES.**

a) For Services involving the provision or work of personnel, Vendor will use all reasonable efforts to maintain consistency of personnel assigned to the Services, and will not remove any personnel without ClickUp's prior consent (except for reasons beyond the reasonable control of Vendor). Upon ClickUp's request, if ClickUp is reasonably dissatisfied with the performance of any personnel, Vendor will promptly replace such personnel. Any replacement personnel should be a comparable back-up resource(s) of greater than or equivalent skill, expertise and knowledge. In event of replacement, Vendor will not charge fees for any hours required to bring such replacement up to speed on ClickUp's specific environment or requirements, unless specifically agreed to in writing by ClickUp.

b) Vendor will prepare each deliverable, if any, for review and written approval by the designated ClickUp representative(s) as further required in the applicable Purchase Order. Unless otherwise stated in an applicable Purchase Order, ClickUp will accept or reject each deliverable in writing within a reasonable time of receipt, and until such time that ClickUp has accepted or rejected a deliverable in writing, the deliverable shall not be deemed approved. Acceptance shall not be unreasonably withheld. Vendor shall promptly make at its expense the modifications necessary to correct all material defects identified in writing by ClickUp and resubmit the deliverable to ClickUp, or repeat performance of the Services for acceptance by ClickUp. The acceptance cycle will repeat until ClickUp accepts or otherwise mitigates. Notwithstanding any such approval, Vendor will be responsible for the accuracy and completeness of all Services.

5) **TERM AND TERMINATION.**

- a) Term. This Agreement will remain in effect while any Purchase Order is active.
- b) Termination By Vendor. Vendor may terminate all or any part of an open Purchase Order for cause or material breach (i) if ClickUp breaches any material obligations under this Agreement, and such breach remains uncured for 30 days from Vendor providing ClickUp with notice of that material breach; or (ii) immediately if ClickUp (a) files or is the subject of a petition for voluntary or involuntary bankruptcy; (b) assigns or is assigned a receiver, trustee, or assignee for the benefit of creditors; or (c) is or becomes insolvent.
- c) Termination By ClickUp. ClickUp may terminate this Agreement, or all or any part of an open Purchase Order: (i) for convenience upon thirty (30) days prior notice to Vendor; (ii) immediately and without notice if (a) ClickUp reasonably believes Vendor has or will breach any of Vendor's obligations relating to confidentiality, intellectual property, information security, or data privacy under this Agreement, or poses an unacceptable risk to public health or safety, or ClickUp's business, legal obligations, goodwill, reputation, intellectual property, or security; (b) Vendor files or is the subject of a petition for voluntary or involuntary bankruptcy; (c) Vendor assigns or is assigned a receiver, trustee, or assignee for the benefit of creditors; (d) Vendor is or becomes insolvent; (e) Vendor assigns or purports to assign this Agreement or any Purchase Order to a third party, or upon a change in control of Vendor, unless ClickUp gives approval of the assignment or change of control in writing; or (f) Vendor or any of Vendor's officers, directors, shareholders, principals, or employees is held liable for fraud, unfair business practices, or convicted of a felony or any crime involving moral turpitude.
- d) Upon receiving written notice from ClickUp that ClickUp wishes to terminate the Agreement or any Purchase Order, Vendor will assist in the migration of any transition of Product procurement or Services to or as directed by ClickUp, including providing any necessary documentation. The termination of one Purchase Order shall not terminate this Agreement, or any other Purchase Order, unless stated in such notice of termination. Upon termination or expiration of this Agreement, any then-current Purchase Order which by its terms extends beyond the termination or expiration of this Agreement shall continue unless that Purchase Order is also or subsequently terminated, and the terms of this Agreement shall be deemed extended for purposes of such Purchase Order. Upon ClickUp providing a written notice of termination, Vendor shall only be entitled to receive payment for actual work performed through the end of that notice period, regardless of whether Vendor had previously been compensated by a set monthly fee or retainer, if any.
- e) Upon expiration or termination of this Agreement: (i) Vendor will promptly deliver to ClickUp all ClickUp data, documents, information and records, in whatever form, including all ClickUp's Confidential Information and Work Product, whether completed or in process, and all other records or materials that relate to the business activities of ClickUp or are the property of ClickUp; (ii) ClickUp will pay all undisputed amounts not previously billed or paid, and for which Vendor is entitled to payment from ClickUp; and (iii) the representations, warranties, indemnities, obligations regarding confidentiality, intellectual property and Work Product, and any other responsibilities or obligations which, by their nature or context, are intended to survive payment and/or termination of this Agreement shall survive. Additionally, ClickUp will not be obligated to pay for any Products delivered or Services performed by Vendor after the effective date of expiration or termination of this Agreement or any Purchase Order to which those Products or Services pertain.

6) **INTELLECTUAL PROPERTY.**

- a) "Intellectual Property" means all trademarks, trade names, good will associated with trademarks and trade names, designs, copyrights, and any associated moral rights, mask work rights, patents, trade secrets, know-how, Confidential Information, and all other Intellectual Property rights worldwide, including all applications for any of the foregoing or any registrations thereof.
- b) Neither party grants nor intends to grant any of its Intellectual Property rights to the other Party except as set forth in this Agreement or in the applicable Purchase Order.
- c) Notwithstanding any other provision of this Agreement, ClickUp will be the sole owner of all Work Product. For purposes of this Agreement, "Work Product" means any and all materials and all work

created or produced by Vendor and/or its Personnel and all results and proceeds of its engagement in connection with the creation or design of Products or performance of the Services, including but not limited to all deliverables, documentation, reports, computer software, designs, data, inventions, drawings and all other work products created or made by or on behalf of Vendor in providing the Products or Services. Notwithstanding the foregoing, Work Product will not include Vendor's preexisting intellectual property in its own content, or in Products or content made for general distribution or commerce, and not specifically for ClickUp or for the Services. The Work Product and any other content or materials eligible for copyright, patent, or trademark protection will be considered 'work made for hire' as contemplated by the United States Copyright Act, and to the extent said Work Product are not recognized as 'work made for hire,' Vendor hereby irrevocably grants, assigns and conveys to ClickUp, its entire right, title, and interest in and to such Work Product, including without limitation all patent, copyright, trade mark, trade secret and other proprietary rights therein that may be secured in any place under laws now or hereafter in effect. Vendor will do all acts and execute all documents as ClickUp may reasonably require to vest in ClickUp the rights referred to herein and to secure for ClickUp all patent, copyright, trademark, trade secret and other proprietary rights protection. Without limiting the generality of the foregoing, Vendor waives any and all claims of 'moral rights' and other rights of any kind or nature related to the Work Product and conveys to ClickUp any such rights as they may exist without reservation or limitation. ClickUp shall have the sole and exclusive right, in perpetuity, throughout the universe, in all languages, to use and exploit all or any part of the results of the Products or Services, and all or any part of any material contained therein or prepared therefor, whether or not used, in any format or version, by any means and in any media, whether now known or hereafter developed; including, without limitation, electronic publication and/or re-publication. To the extent that Vendor holds any intellectual property rights that may prevent ClickUp from freely exercising the rights assigned to ClickUp under this Agreement ("Prior IP"), Vendor grants ClickUp a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Prior IP to the extent required for ClickUp to exercise all of the rights assigned to ClickUp under this Agreement. Vendor agrees that no Prior IP or third-party intellectual property rights that are not assignable by Vendor will be incorporated into the Products or Services delivered under this Agreement without ClickUp's prior written consent.

- d) ClickUp has the right to use the whole Work Product, any part or parts thereof, or none of the Work Products, as it sees fit. ClickUp may alter the Work Product, add to it, or combine it with any other work or works, at its sole discretion. ClickUp may separate components of Work Product, translate, reverse engineer and de-compile or disassemble Work Product. ClickUp may disclose or make Services, Products, and part or parts thereof available over the internet or similar networking. Vendor will provide ClickUp with complete source and object code of any Work Product.
- e) Vendor represents and warrants that the Products, Services, the Work Product, and the use of the Work Product by ClickUp, its parents, subsidiaries or affiliates, will not infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party.
- f) Except with the prior written consent of ClickUp, Vendor will not, nor will it permit any other person to:
  - (a) create or recreate, or attempt to create or recreate, the source code for any ClickUp software, (b) modify, adapt, translate or create derivative works based upon ClickUp software or documentation, or combine or merge any part of ClickUp software or documentation with or into any other software or documentation, (c) refer to or otherwise use any ClickUp software source code or visual expressions as part of any effort to develop a program having functional attributes, visual expressions or other features substantially similar to those of ClickUp software, (d) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any ClickUp software, (e) sell, transfer, market, license, sublicense, distribute or otherwise grant to any person, including any outsourcer, vendor, consultant or partner, any right to use any ClickUp software or attempt to do any of the foregoing; (f) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the ClickUp software except to the extent Vendor may be expressly permitted to do so under an Purchase Order, or (g) use the ClickUp software to conduct any type of service bureau or time-sharing operation.

7) **CONFIDENTIAL INFORMATION.**

- a) **"Confidential Information"** includes any information that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including information related to a Party's (and, in the case of ClickUp, its clients' or customers') products; services; software; hardware; manufacturing, distribution and test, and their specifications, arrangement and positioning; computer and other systems; object and source code; repositories; data; techniques; processes; methodologies; know how; products in planning stages or under manufacture by or for the Party; specifications; property; drawings; schematics; diagrams; dimensions; prints; reprints; information; business and financial information; supplier, customer and vendor names and lists; marketing programs and plans, consumer lists or personal information, and pricing and sales information; regardless of the form (tangible or otherwise, including, oral, visual, written and electronic) in which any of such information was provided. "Work Product" and information directly related to the Products delivered or Services performed hereunder is deemed ClickUp's Confidential Information.
- b) The Party receiving Confidential Information from the Party disclosing its Confidential Information shall be the **"Receiving Party,"** and the Party disclosing its Confidential Information shall be the **"Disclosing Party."**
- i) In the event Vendor is the Receiving Party of ClickUp Confidential information, Vendor agrees to restrict disclosure of the ClickUp Confidential Information to those persons involved with procuring Products or performing Services for ClickUp who have a "need to know." Vendor and any persons involved in procuring Products or performing Services on its behalf for ClickUp: (A) shall maintain the confidentiality of the ClickUp Confidential Information; (B) shall only use such ClickUp Confidential Information for purposes of procuring Products or performing the Services; and (C) will handle ClickUp's Confidential Information with the same degree of care that Vendor applies to its own Confidential Information of similar type, but in no event less than reasonable care.
- ii) In the event ClickUp is the Receiving Party of Vendor Confidential information, ClickUp: (A) agrees to restrict disclosure of Vendor's Confidential Information to those persons who have a "need to know," including its agents, employees, contractors, subcontractors, and professional advisors; (B) shall maintain the confidentiality of the Vendor Confidential Information; and (C) agrees to handle Vendor's Confidential Information with the same degree of care that ClickUp applies to its own Confidential Information of similar type, but in no event less than reasonable care.
- c) The obligation to protect the Disclosing Party's Confidential Information and the liability for unauthorized disclosure or use of such Confidential Information shall not apply with respect to information that: (1) is wholly and independently developed by the Receiving Party without the use of the disclosing Party's Confidential Information; (2) is known, or that becomes known to the general public without breach of this Agreement; (3) was known to the Receiving Party without confidential limitation at the time of disclosure by the Disclosing Party, as evidenced by documentation in the Receiving Party's possession; (4) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; (5) is disclosed in response to a valid order of a court, regulatory agency, or other legitimate governmental entity of competent jurisdiction, but only to the extent and for the purposes stated in such order; provided, however, that the Receiving Party shall first notify the Disclosing Party in writing of the order and cooperate with the Disclosing Party if it desires to seek an appropriate protective order; (6) is received rightfully and without restriction from a third Party, or (7) is anonymized and aggregated data such that it is not possible to identify the source or any confidential information from it.
- d) Vendor agrees to keep confidential the existence and terms of this Agreement and that the Parties are meeting or exchanging Confidential Information. Vendor agrees that each person involved in procuring Products or performing Services for ClickUp on Vendor's behalf shall be made aware of and shall agree to the confidentiality obligations contained in this Agreement. Confidentiality

obligations shall remain in effect for the longer of: (i) five (5) years from the initial date of disclosure of such specified information or (ii) during the Term of this Agreement and any Purchase Orders thereto and for three (3) years following the termination of the same; except that confidentiality obligations shall be perpetual for any privacy protected information or trade secrets.

- e) Upon termination of this Agreement or at the Disclosing Party's request (whichever occurs first), Confidential Information transmitted in record-bearing media or other tangible form including electronic form, and any copies accessible by or to the Receiving Party, shall be either returned to the Disclosing Party or destroyed with such destruction certified in writing by the Receiving Party, except that the Receiving Party shall be entitled to retain a secure copy of the Disclosing Party's Confidential Information for archival purposes only.
  
- 8) **TRADEMARKS**. Vendor must obtain ClickUp's prior written approval to each specific use of any ClickUp trademarks, trade name or dress, service marks, or similar rights, and any such written approval shall cease upon expiration or termination of this Agreement. ClickUp grants a worldwide, non-exclusive license valid for the term of this Agreement to Vendor to use ClickUp trademarks, trade name or dress, service marks, or similar rights solely internally and for the provision of the Products or Services. Vendor must cease using such marks immediately upon demand from ClickUp. Vendor must obtain ClickUp's prior written approval before issuing any press release or public statement regarding the Parties' relationship, sale of Products to ClickUp, or Services. Vendor grants ClickUp an irrevocable, worldwide, non-exclusive, perpetual, and royalty-free right to use Vendor trademarks, trade names and dress, and service marks associated with any Product or Services.
  
- 9) **CLICKUP MATERIALS**. From time to time during the term of this Agreement, ClickUp may provide, or make available, to Vendor, certain documents, products, data, software, systems or other materials ("ClickUp Materials"). ClickUp grants to Vendor a limited, revocable, non-exclusive, royalty free license, for the term of this Agreement, to use such ClickUp Materials solely for the purpose of, and to the extent necessary for, procuring Products or performing the Services. Any ClickUp Materials or other property furnished to Vendor by ClickUp in connection with this Agreement will be deemed bailed to Vendor for the mutual benefit of both Parties. ClickUp will retain title to such property. Vendor will only use such property as required in and for the procurement of Products or performance of Services, and will not disclose such property of ClickUp to third Parties. Vendor agrees to return any and all such property at ClickUp's request. Vendor agrees to pay for all such property damaged or destroyed by it or not otherwise satisfactorily accounted for.
  
- 10) **DATA PRIVACY AND INFORMATION PROTECTION**. Vendor agrees to be bound by ClickUp's Data Protection Addendum, attached hereto as Exhibit B.
  
- 11) **WARRANTIES AND INDEMNITIES**
  - a) Vendor warrants that all Products or Services have been or will be performed by careful, efficient, and qualified workers, and in a professional and workmanlike manner, and that the Products or Services will conform to the requirements and specifications in the applicable Purchase Order. If any Services are not in compliance with this warranty, Vendor agrees to replace the Products or re-perform the Services at its cost and expense.
  
  - b) Vendor warrants that all Products or Services have been or will be produced and supplied in compliance with all applicable international, federal, state and local laws, orders, rules and regulations, and that its personnel have all legal authorizations (including appropriate work visa)

required to perform the specific services hereunder being performed by each such personnel.

- c) Vendor confirms that, to the best of its knowledge, Vendor's officers, directors, and employees that are involved in any transaction in connection with this Agreement are not in any way related and have not in the past been related to ClickUp or any of its officers, directors and employees, including where that relationship arises or has arisen between such parties as a family member, as a relative, as Vendor's employee or employee of ClickUp, as an associate, partner or as a result of such Party's significant influence over the other Party. Vendor will promptly notify ClickUp where Vendor or its officer, director or employee that are involved in any transaction in connection with this Agreement becomes related to ClickUp or any of its officers, directors and employees.
- d) Vendor will defend, indemnify and hold ClickUp, its officers, directors, employees and/or agents, harmless from and against all claims or actions, losses, damages, injuries (including death), penalties, and all reasonable expenses and attorneys' fees (including the market or lodestar value of in-house attorney work) of any such claim or action to the extent arising from or related to (i) any breach of any of the representations or warranties Vendor makes to ClickUp in this Agreement or in a Purchase Order; (ii) any acts or omissions of Vendor, its employees or permitted subcontractors; (iii) infringement or alleged infringement of intellectual property rights or moral rights by the Products, Services, Work Product, any materials provided to ClickUp by Vendor, or ClickUp's use of any of the foregoing; (iv) Vendor's employee(s) claim of entitlement to wages, salaries, remuneration, compensation or other employment benefit from or by ClickUp; (v) Vendor's non-compliance with applicable laws and regulations; (vi) Vendor's breach of confidentiality, security, or data privacy protection obligations hereunder; and (vii) any injury to Vendor's employees, whether on or off ClickUp's premises, except to the extent that such injury is determined to be caused by gross negligence or intentional acts by ClickUp. The indemnity in this Section shall be in addition to, and not in lieu of, all other legal rights and remedies that ClickUp may have and shall survive termination or expiration of this Agreement. If any actual, threatened, or likely third party claim for intellectual property or moral rights arises from or relates to Products, Services, Work Product, or materials Vendor provides to ClickUp, or ClickUp's use of the foregoing, Vendor will, at ClickUp's discretion: (i) procure for ClickUp the right to continue using the Products, Services, Work Product, materials, or other use challenged or likely to become challenged; (ii) replace or modify the Products, Services, Work Product, or materials to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by ClickUp, terminate this Agreement or the applicable Purchase Order and refund any undelivered Products or uncompleted Services.
- e) ClickUp will defend, indemnify and hold Vendor, its officers, directors, employees and/or agents, harmless from and against all claims or actions, losses, damages, injuries (including death), penalties, and all reasonable expenses and attorneys' fees of any such claim or action to the extent caused by the grossly negligent or intentional acts of ClickUp.

- 12) **INSURANCE AND SAFETY**. Vendor shall maintain and keep in place throughout the Term and during any other period in which it performs or provides Services, at its sole cost and expense, the following insurance policies and with the following minimum coverage amounts, unless lower amounts are approved in writing by ClickUp (or such other insurance policies which are equivalent to the foregoing and are pre-approved by ClickUp in writing), each of which policies shall apply to Vendor's performance of Services and its other obligations hereunder: (i) statutory worker's compensation insurance with such per person and per accident minimum limits as required by all applicable laws in all required jurisdictions in connection with this Agreement; (ii) broad form commercial general liability insurance, including, without limitation, coverage for contractual liability incurred under this Agreement, in a minimum amount of US \$1,000,000 per occurrence or claim and US \$2,000,000 in the annual aggregate; (iii) cyber liability/security insurance, including without limitation coverage for data breaches and privacy violations, in a minimum amount of US \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate; and (iv) any other insurance required by any governmental, quasi-governmental or regulatory agency or body in connection with the Services being provided hereunder.

ClickUp shall be an additional named insured on a primary and non-contributory basis under each such insurance policy. Any and all deductibles applicable in the event of a claim (i) will not limit or

apply to Vendor's liability to ClickUp, (ii) shall be the sole responsibility of Vendor, and (iii) Vendor shall pay such deductibles in full as and when due. Self-insured retention policies, or any insurance arrangement that may prevent ClickUp's access to insurance coverage as a result of the failure by Vendor to meet required self-insured retention thresholds, will not be deemed to meet the insurance requirements set forth herein. Except for any environmental or professional liability/errors and omissions/cyber security policies, each insurance policy shall be "occurrence-based" and provide coverage for any acts, omissions, or events that give rise to claims, regardless of when the claim is brought, and occurred at any time while such policy was in effect. All insurance policies required hereby shall be issued by insurance companies that (a) have been rated "A-", or better, by A.M. Best, or the local equivalent and (b) are authorized to do business under the laws of the jurisdictions where the Services will be performed. Vendor acknowledges and agrees that the procurement and maintenance of such insurance coverage shall not limit or affect any liability that Vendor may have by virtue of this Agreement or otherwise. Vendor shall furnish certificates of insurance and applicable endorsements evidencing the policies and coverages required hereby at ClickUp's request; and Vendor understands and agrees that (i) ClickUp has no obligation to procure or otherwise maintain any insurance covering Vendor or the Products or Services and (ii) any limitations of liability in this Agreement do not apply to any incidents or claims that should be covered by the insurance policies required to be in place per this Section.

- 13) **SECURITY.** Vendor and any person providing or delivering Products or performing Services on Vendor's behalf will comply with all security regulations in effect while on ClickUp's premises, while working with materials belonging to ClickUp, or that relate to the Products provided or Services being performed for ClickUp. ClickUp will have the right to refuse or terminate access to ClickUp's premises, systems, or materials to Vendor or any Vendor employees, agents, contractors, or other personnel should ClickUp determine, in ClickUp's sole discretion, that such refusal or termination is reasonable or necessary. Vendor will be bound by ClickUp's Information Security Addendum, attached and incorporated herein as Exhibit A, and will abide by ClickUp's security policies (which may be modified from time to time at our discretion) as set forth at <https://clickup.com/security>.
- 14) **NOTICES.** All notices, demands, requests or other communications that are given by one Party to the other Party under this Agreement shall be in writing. Notices sent to ClickUp must have a copy emailed to [legal@clickup.com](mailto:legal@clickup.com). Notices sent to Vendor may be sent through electronic delivery.
- 15) **INDEPENDENT CONTRACTOR.** Vendor is an independent contractor of ClickUp, and not a joint venturer, partner, franchisee, or employee. ClickUp has no control over, and shall be deemed to have no control over, the manner in which Vendor provides the Products or completes the Services. Vendor is and shall be the sole employer and principal of each person providing Products or performing Services on Vendor's behalf, and shall be obligated to perform all requirements of an employer and as a "primary employer" under all applicable laws. Vendor and personnel providing Products or performing Services on Vendor's behalf are not entitled to participate in any ClickUp employee benefits or plans.
- 16) **ASSIGNMENT, SUBCONTRACTING.** Without ClickUp's prior written approval, Vendor will not assign, subcontract, delegate or transfer (collectively, "transfer") to third Parties any of Vendor's obligations under this Agreement. ClickUp's written approval of such transfer shall not affect the provisions of this Agreement, and Vendor shall not in any manner be released or discharged from its obligations and liabilities, and shall remain liable for all acts, omissions, and negligence of third parties, and as applicable their officers, agents, and employees as if they were the employees of Vendor. Vendor shall not enter into any agreements on ClickUp's behalf.
- 17) **GOVERNING LAW.** The validity, interpretation and/or enforcement of this Agreement shall be governed by and construed according to the laws of the State of California without reference to its conflicts of laws doctrine.
- 18) **LIMITATION OF LIABILITY.** EXCEPT FOR BREACHES OF SECTION 6, 7, 10, 11, 13, OR FRAUD AND MISREPRESENTATION, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR

PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, TIME, PROFIT, REVENUE, INCOME, OR DATA, HOWEVER ARISING AND WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) OR BASED ON BREACH OF ANY WARRANTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY OTHER LIMITED REMEDY. EXCEPT FOR THEIR INDEMNITY, DEFENSE, AND HOLD HARMLESS OBLIGATIONS HEREIN, BREACHES OF SECTION 6, 7, 10, 11, 13, OR FRAUD AND MISREPRESENTATION, EACH PARTY'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, IS LIMITED TO THREE TIMES THE TOTAL AMOUNTS PAID BY CLICKUP UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING ANY CLAIM GIVING RISE TO SUCH DAMAGES.

19) **ARBITRATION.** Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS Arbitration Rules. The place of arbitration will be San Diego, California. The language to be used in the arbitral proceedings and all documents provided will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any US court having jurisdiction thereof. The arbitrators shall have the authority to grant any equitable and legal remedies that would be available in any judicial proceeding intended to resolve a dispute; provided, that the arbitrators shall not have the authority or power (i) to alter, amend, modify, "blue-pencil," or change any of the terms of this Agreement; (ii) to grant any remedy which is either prohibited by the terms of this Agreement or not available in a court of law, or (iii) relating to either party's Intellectual Property rights.

20) **MISCELLANEOUS.**

- a) No revision or modification of this Agreement or any Purchase Order shall be effective unless it is in writing and signed by all Parties.
- b) The failure to insist upon the strict performance of any provision of this Agreement or to exercise any right granted under this Agreement, shall not be deemed to be a waiver of the future performance of any such provision or the future exercise of such right.
- c) In case any provision of this Agreement shall be held invalid, illegal or unenforceable, the remaining provisions of this Agreement will not in any way be affected or impaired. If any provision is determined by any court to be invalid or unenforceable by reason of such provision extending for too great a period of time or over too broad a scope, then such provision shall be interpreted to extend over the maximum period of time and the maximum scope that such court determines to be valid and enforceable.
- d) Each Party signing this Agreement represents and warrants that it has all necessary rights and authority to enter into this Agreement and to bind the Parties as provided.
- e) This Agreement and any Exhibits, which are attached to and made a part of this Agreement, constitute the final expression of the agreement of the Parties; it is intended as a complete and exclusive statement of the terms of their agreement with respect to the subject matter of this Agreement; and it supersedes all prior and concurrent promises, representations, negotiations, discussions, and agreements that may have been made in connection with such subject matter. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the pre-printed terms and conditions of any purchase order, invoice, acknowledgment or any other such form or document; such terms and conditions shall be null and void and of no force and effect.
- f) The Parties will abide by all applicable national, state, and local laws, regulations, statutes applicable in the jurisdictions where the Parties are performing hereunder including but not limited to applicable export and sanctions laws and regulations, including those of the United States with respect to export of any U.S.-origin hardware, software, or technical information. No hardware, software, technical information or services will be sold, exported, or provided by either Party to

any country, entity or person if: (i) the export of any such product or service to such country, or by such entity or person is prohibited by applicable laws and/or the laws of the United States, including without limitation the Export Administration Regulations of the Department of Commerce, and the Office of Foreign Assets Control Regulations of the Department of Treasury; (ii) the import of any such product or service into such country or by such entity or person is prohibited by the laws of such country; or (iii) proper authorization for the lawful importation or exportation of any such product has not been obtained.

## **21) TERMS SPECIFIC TO PRODUCTS**

If Vendor provides Products to ClickUp, the clauses in this section apply.

### **a) Use and Title**

- i) Any purchase order for Products must list the specific Products (including but not limited to product number and SKU) offered for sale along with applicable pricing, discount and tiers, use, the specific quantities of Products ordered by ClickUp under that purchase order, and any other applicable terms.
- ii) While ClickUp intends to use Products internally for its own business use in supporting its business operations, the parties acknowledge and understand that ClickUp may determine to use alternate solutions to replace Products provided hereunder, and in such event, ClickUp is free to sell any such Products to any third party without any right of accounting or payment due to Vendor. Nothing in this SOW binds ClickUp to any specific orders of Products or minimum order quantities. Notwithstanding the foregoing, Vendor may offer ClickUp quantity or other discounts for purchase minimums.
- iii) Vendor hereby sells all Products to ClickUp will full title guaranteed, free from any charges, third, party rights, defects in title, or any encumbrances whatsoever.

### **b) Shipment/Delivery**

- i) Unless otherwise agreed upon in writing by the Parties, all shipments or Products are made DDP, at ClickUp's designated location (Incoterms 2020) (except for electronically delivered Software).
- ii) Title and risk of loss or damage to Products shall pass to ClickUp at the delivery location.
- iii) Software will be delivered as specified in the applicable purchase order or SOW. Vendor shall promptly and without charge to ClickUp replace any damaged or defective media containing any software or documentation upon request from ClickUp.
- iv) Vendor will mark all shipments with the Purchase Order number. Vendor will pack all shipments to prevent damage in transit, to assure the lowest transportation cost, and to meet carrier's tariff requirements, and Vendor will be liable for any damages due to improper packing.
- v) If any Product is not delivered on the date specified for delivery, then, without limiting any other right or remedy ClickUp may have and notwithstanding any limitations of liability in the Agreement or Purchase Order, ClickUp may:
  - (1) claim a reasonable reduction in the Fees payable to the Vendor in respect of the Products as may be agreed between the parties acting reasonably;

- (2) refuse to take any subsequent attempted delivery of the Products;
- (3) terminate the Purchase Order or Agreement with immediate effect;
- (4) obtain substitute products from another supplier and recover from Vendor any costs and expenses reasonably incurred by ClickUp in obtaining such substitute products; and
- (5) claim damages for any other costs, expenses or losses resulting from Vendor's failure to deliver the Products on the delivery date specified, provided that Vendor shall have no liability for any failure or delay in delivering the Products to the extent that such failure or delay is caused by ClickUp's failure to comply with its obligations under this Agreement or the relevant Purchase Order.

**c) Commissioning Tests**

- i) Vendor shall provide (as appropriate) all tools, equipment, and machinery necessary to supply the Products and perform the Services. Risk in all tools, equipment, and machinery shall remain with Vendor at all times. Where Vendor requires access to services at the delivery location, these should be specified to ClickUp in advance of the delivery date. ClickUp cannot guarantee availability of any such services at the delivery location.
- ii) If the Products are designed or manufactured for ClickUp, Vendor will submit them to ClickUp for sampling or commission testing. Vendor shall ensure that on or before any applicable milestone dates, the Products have been installed and tested and Services performed so that Vendor reasonably anticipates that the Products will pass the onsite tests ("Commissioning Tests") to ClickUp's satisfaction, and will then notify ClickUp that the Products are ready for Commissioning Tests. (Mass-produced or common commercial goods offered for general sale to the public with no manufacturing or content specific to ClickUp will not be subject to Commission Tests unless otherwise specified in a Purchase Order.)
- iii) The Commissioning Tests shall be carried out in standard working conditions (i.e. with no programming devices connected) and in accordance with the documentation provided by Vendor.
- iv) If the Products or any constituent part fails to pass one or more Commissioning Tests by the applicable milestone date, then:
  - (1) Vendor will promptly investigate such failure and after making such adjustments as it considers necessary, resubmit the Products to the Commissioning Tests; and
  - (2) ClickUp may treat the Products as delayed.
- v) ClickUp reserves the right to repeat any Commissioning Tests that have already been successfully completed where it reasonably believes that any such replacement made by Vendor has had a negative effect on a previously successful result.

**d) Defective Products**

- i) Vendor will, in a commercially reasonable timeframe, make good by repair or replacement and its expense, any defect in the Products which may appear or occur

during the term of the Agreement. If any such defect is not remedied within a reasonable period of time, by way of repair or replacement, ClickUp may proceed to do the work at Vendor's risk and expense and the cost incurred in doing so shall be offset against payments due from ClickUp to Vendor, or, if no such payments are due and owing, paid by Vendor to ClickUp.

- ii) Vendor's repair or replacement obligations for defective Products will not apply where:
  - (1) ClickUp and Vendor have agreed to a defective merchandise credit or allowance in the Purchase Order;
  - (2) The defect arises as a result of Vendor following any drawing, design or specification provided by ClickUp;
  - (3) ClickUp alters the Products without written consent of Vendor;
  - (4) ClickUp repairs the Products in direct opposition to any written or oral instructions provided by Vendor from time to time; or
  - (5) The defect arises as a result of fair wear and tear, willful damage, ClickUp's negligence, or abnormal storage or working conditions.
- iii) ClickUp's rights and remedies under this section are in addition to the rights and remedies available to it in respect of any statutory conditions relating to description, quality, fitness for purpose and correspondence with sample.
- iv) The terms of this Agreement shall apply to any repaired or replacement Products supplied by Vendor.

## **22) TECHNICAL SUPPORT AND UPTIME.**

### **Technical Maintenance & Support**

- a) Throughout the term of the Agreement, Vendor shall provide technical support and customer service ("Support") to ClickUp. Support shall include:
  - i) diagnosis of problems or deficiencies of the Products or Services;
  - ii) a resolution of the problem or deficiencies of the Products or Services;
  - iii) if the Services include software, whether self-hosted or as a service ("Software"), then regular updates of the Software; and
  - iv) repair or replacement of any defective/broken/non-performing parts/components in Services at no additional cost to ClickUp.
- b) Vendor will provide, at no additional charge, Support on a 24x7x365 basis. The Support will be in the form of help desk phone center, email, web meetings, database analysis, on- and off-site diagnosis, repair, and maintenance, and other methods available for such support. Specific types of maintenance support, service level agreements and performance metrics for Support shall be set forth in the applicable Transaction Document. As part of Support, Vendor shall provide ClickUp with patches and software updates and upgrades along with other generally available

technical material as required. These maintenance materials, including the Software, may not be used to increase the number of licenses or copies of the Software.

c) Availability

- i) Vendor will ensure that any SaaS-based portions of the Services maintain 99.9% uptime during each calendar month. Uptime is calculated based on the availability of the Services, and is not affected by scheduled, routine and/or emergency maintenance. Vendor will reimburse ClickUp for fees ClickUp paid Vendor in any month, including the prorated monthly amount of any annual service fees, in which Vendor does not meet the uptime requirement, as follows:
- ii) Less than 99.9% but equal to or greater than 95%: 5% of fees
- iii) Less than 95% but equal to or greater than 90%: 10% of fees
- iv) Less than 90%: 100% of fees
- v) Vendor will reimburse any such fees within 30 days of the end of the calendar month in which Vendor did not meet the uptime requirement. ClickUp may elect to take the reimbursement in the form of a service credit, which will not expire.

d) Maintenance

- i) Scheduled / Routine Maintenance. Vendor may perform scheduled maintenance of any SaaS-based portions of the Services no more than four times per month and for a total of four hours per month, on seven (7) days' notice to ClickUp prior to the commencement of maintenance.
  - ii) Emergency Maintenance. Vendor can perform unscheduled maintenance on the Services for emergency purposes.
- e) Critical issues are those in which the Services performed by Vendor is unavailable, inoperable, or otherwise not functional. Vendor will use commercially reasonable efforts to:
- i) respond to any Critical issues within one hour;
  - ii) resolve any Critical issues within twenty four hours,
  - iii) respond to any non-Critical issues within one business day; and
  - iv) resolve any non-Critical issues within one week.

## Exhibit A

### ClickUp Information Security Addendum (ISA)

This ClickUp Information Security Addendum (“ISA”) applies to and sets minimum standards for Vendor’s relationship with ClickUp under the Agreement. To the extent the terms of the Agreement are less stringent than the standards herein, this ISA will control. To the extent any of the terms in the Agreement meet the requirements in this ISA but also contain more stringent measures, the more stringent measures will control.

This ISA is one part of ClickUp’s efforts to work with vendors and subprocessors to reduce risks to ClickUp and ClickUp customers. The Controls set forth in this ISA are aligned to ClickUp’s Vendor Management Policy, which forms a key component in ClickUp maintaining Microsoft Vendor Data Protection Requirements (MS DPR) certification, PCI DSS certification, SOC 2 Type 2 certification, and ISO 27001 certification. This ISA establishes a minimum set of Controls based on ISO 27001 that must be implemented in order to protect ClickUp Information, and, where applicable, ClickUp Systems.

#### 1. Definitions

Any terms not defined specifically in this ISA have the meanings given to them in the Agreement.

**Applications:** Any database, application, web portal, program, or other software that are used in the delivery of services to ClickUp.

**Controls:** A minimum set of information security and privacy controls defined in this ISA.

**ClickUp Information:** Any information received from or about ClickUp, either directly or indirectly in any form, and any data, materials, processes, or information Vendor develops for ClickUp or may receive as a result of this relationship, including without limitation: (i) Personally Identifiable Information (PII), Intellectual Property (IP), source code, credentials, keys, passwords; (ii) information concerning ClickUp’s customers, Vendors or partners; any data stored in or provided from the information systems of ClickUp or its customers, Vendors or partners, (iii) Confidential Information or Proprietary Information (as applicable), as defined in the Agreement; and (iv) all information ClickUp receives from its customers.

**ClickUp Systems or ClickUp Information Systems:** Computer systems owned, licensed or otherwise used by ClickUp which process, transmit, store, or maintain ClickUp Information.

**Personally Identifiable Information (PII):** Any information that (a) can be used to establish a link between the information and the natural person (“data subject”) to whom such information relates, or (b) is or can be directly or indirectly linked to a natural person.

**You or your:** Means the Vendor and the Vendor’s Third Party Providers which have access to ClickUp Information, or ClickUp Systems.

**Vendor Personnel:** Vendor employees, contractors, contingent workers, or anyone in any role which receives remuneration, either directly or indirectly, from Vendor for services provided.

**Vendor Systems:** Computer systems owned, licensed, or otherwise used by Vendor which process, transmit, store, or maintain ClickUp Information, or ClickUp Systems.

**Third Party Providers:** Any entity other than ClickUp which provides Vendor products or services which relate to the subject of this ISA or the Agreement.

**Third Party Provider Systems:** Computer systems owned, licensed or otherwise used by Vendor Third Party Providers which process, transmit, store, or maintain ClickUp Information, or ClickUp Systems.

#### 2. Termination of Access

Vendor access to any ClickUp Information, and/or ClickUp Systems, including but not limited to any ClickUp customer and/or employee information, is subject to Vendor continuing compliance with this ISA.

ClickUp may immediately, with or without notice, revoke Vendor access, and all links and interfaces, to ClickUp Information, and/or ClickUp Systems without liability to the Vendor for any reason or no reason.

### **3. Third Party Information Security Requirements**

Vendor shall implement commercially reasonable efforts to monitor the compliance of Vendor vendors, Vendors, and personnel with this ISA.

### **4. Information Retention and Disposal**

Vendor will, at no additional charge to ClickUp, retain any ClickUp Information in Vendor's possession or control as required by the Agreement or, if there is no agreed-upon retention requirement outside of this ISA, as directed by ClickUp in writing.

At the end of the retention period specified by ClickUp, or upon ClickUp's written request at any time, Vendor will return or destroy, and certify in writing that Vendor has destroyed or returned, all ClickUp Information as directed. If ClickUp requires ClickUp Information destruction, the Vendor will destroy ClickUp Information in a confidential manner. The Vendor will shred paper copies of ClickUp Information. Vendor will destroy electronic copies in a confidential manner so that they are no longer usable, readable, or decipherable, and the information on them is not retrievable based on the best practices set forth in NIST SP 800-88 Rev 1 "Guidelines for Media Sanitization". Nothing in this ISA will prevent the Vendor from maintaining information, still subject to confidentiality obligations, as required by law or any regulatory authority to which the Vendor is subject.

### **5. Acceptable Certifications**

Vendor commits to maintaining a SOC 2 Type 2 certification, ISO 27001 certification, and/or FedRAMP Moderate Level certification. Proof of the certification via a SOC 2 Type 2 report, ISO 27001 certification, and/or FedRAMP Moderate Level Authorization Package shall be made available to ClickUp prior to the signing of this ISA and Agreement. Vendor commits to providing a SOC 2 Type 2 report, ISO 27001 certification, and/or FedRAMP Moderate Level Authorization Package at least annually thereafter.

If the Vendor provides a SOC 2 Type 2 certification, ISO 27001 certification, and/or a FedRAMP Moderate Level certification to ClickUp prior to the signing of this ISA and Agreement, then the additional ISA Controls in Sections 6 through 18 shall not apply.

If the Vendor does not currently have a SOC 2 Type 2 certification, ISO 27001 certification, and/or a FedRAMP Moderate Level certification, or the Vendor chooses not to provide a SOC 2 Type 2 certification, ISO 27001 certification, or a FedRAMP Moderate Level certification prior to the signing of this ISA and Agreement, then the additional ISA Controls in Sections 6 through 18 shall also apply.

### **6. Information Security Program**

Vendor must maintain an Information Security Program to protect the Confidentiality, Integrity, and Availability (CIA) of ClickUp Information, and, where applicable, ClickUp systems, and of Vendor Systems.

Vendor's Information Security Program shall meet or exceed the following requirements:

- Vendor shall develop and maintain operational information security and privacy policies aligned to SOC 2 Type 2, ISO 27001, and/or FedRAMP Moderate Level.
- The scope and applicability of Vendor's Information Security Program shall include all products and services provided by Vendor to ClickUp in the Agreement.
- Vendor's Information Security Program shall establish clear roles and responsibilities for the development of policies and the implementation of necessary controls.
- Information security policies shall be approved by Vendor's management and communicate Vendor's Personnel's obligations to protect confidential information and the acceptable use and protection of information.

- Vendor shall conduct reviews of security policies, standards, and procedures at regular intervals, but at least annually, or more frequently if significant changes occur to ensure their continuing suitability, adequacy and effectiveness.
- Vendor will have a team assigned with the mission and resources to centrally manage, coordinate, develop, implement, and maintain the Information Security Program.
- Vendor shall implement security processes for managing Vendors and subcontractors throughout the business relationship lifecycle.
- Information privacy and security policies shall be regularly communicated to appropriate personnel and to all third party providers.
- Vendor shall develop and monitor the results of information security measures of performance.

ClickUp reserves the right to audit and request the Vendor to provide the necessary reports and evidence that the Information Security Program is valid and effective.

## **7. Personnel Security**

Vendor shall implement controls to enable its employees, contractors, contingent workers, and service providers to adhere to policies and standards according to roles and access, and to reduce the risk of theft, fraud, loss, and misuse of facilities or information.

- Vendor will perform background checks, consistent with local laws and regulations, for all Vendor Personnel. The level of verification performed shall be proportional to risk correlated to roles within the organization.
- Vendor will ensure all Vendor Personnel have contractual agreements with Vendor that shall state the Vendor Personnel responsibilities for information security.
- Vendor Personnel shall be required to abide by Vendor's security requirements and organizational policies.
- Vendor shall have a comprehensive security awareness program for all Vendor Personnel that encompasses education, training and updates for security policies, procedures and requirements. Security Awareness training shall be provided at time of hiring and repeated at regular intervals thereafter. Records of the Security Awareness training shall be kept for at least 3 years for audit purposes.
- Vendor shall have formal disciplinary processes in place for Vendor Personnel and take appropriate action against Vendor Personnel who violate Vendor's organizational policies, based upon the nature and gravity of the violation.
- Upon termination of employment, Vendor will remove Vendor Personnel access to information systems, networks, and applications within 24 hours. Vendor shall ensure that all Vendor Personnel return all ClickUp or Vendor provided computers and mobile devices.

## **8. Asset Security**

- Vendor shall protect ClickUp Information, and, where applicable, ClickUp systems, and Vendor Systems by implementing and maintaining appropriate asset and data management practices.
- Vendor shall classify, label, and handle ClickUp Information in accordance with their information classification scheme and in terms of its sensitivity.
- Vendor shall develop and must maintain an accurate and up-to-date inventory of assets that includes all Vendor Systems and information processing sites that are used in the delivery of services to ClickUp.
- Assets and data/process owners shall maintain strict control over internal and external distribution of media.
- ClickUp Information shall not be stored on Vendor's (or Vendor's Personnel's) laptop/desktop computers, mobile devices, and external electronic media.

- Vendor shall implement measures to protect workstations and periphery assets, and to restrict access to authorized users.
- Vendor will install and maintain the latest antivirus and antimalware protection software and signatures on all Vendor Systems capable of installing antivirus and antimalware software. Vendor will ensure scheduled virus and malware monitoring and system scanning to protect ClickUp Information.

## 9. Access Control

Access to resources shall be regulated through the use of information security access controls and robust authorization mechanisms commensurate to risk. Vendor shall implement the principle of “least privilege” and “need to know” within logical access control mechanisms so that only authorized users can gain access to ClickUp Information, and to Vendor Systems.

- Vendor shall have formal documented access control program and user account management procedures to support the secure creation, amendment, deletion, and logging of accounts on information systems, network devices, and applications.
- All non-service based user accounts shall be unique and attributable to individuals.
- Access controls shall use a role based access model and differentiate access levels for end users and privileged access.
- Approvals for access requests shall have appropriate segregation of duties.
- Access lists for information systems, network devices, and applications shall be logged and reviewed on a regular basis, and access removed when no longer required.
- Access to ClickUp Information, and, where applicable, ClickUp Systems by Vendor Personnel shall be limited to the purposes of performing services, as specified in the Agreement with ClickUp.
- Passwords to privileged or shared accounts shall be immediately changed upon termination of any Vendor Personnel with knowledge of those privileged or shared accounts.

## 10. Cryptography

Vendor shall use appropriate cryptographic safeguards to protect ClickUp Information against loss, unauthorized access, or disclosure. This Section 10 applies to ClickUp Information, regardless if ClickUp Information is at rest or in transit.

- Cryptographic standards shall be based on industry tested and accepted algorithms. Key lengths shall be 256 bits or higher for symmetric keys, 2048 bits or higher asymmetric keys.
- Cryptographic keys shall not be hard coded or embedded in scripts and programs.
- Transmission of ClickUp Information over public networks and private networks shall use at least TLS 1.2.
- Vendor shall encrypt all ClickUp Information at rest with at least AES 256 encryption.
- Vendor shall maintain and enforce password policies and controls which address remote connectivity, access to devices and software, minimum length, complexity requirements, expiration periods, lock outs, encryption/hashing, handling, and the change of vendor provide default passwords in accordance with NIST SP 800-53 Rev. 5 “Security and Privacy Controls for Information Systems and Organizations”.
- Multi Factor Authentication (MFA) shall be required and enforced for all Vendor Personnel access to ClickUp and Vendor Systems.
- Unencrypted passwords shall not be embedded in applications or scripts that access ClickUp Information, or ClickUp Systems.

## 11. Physical

Vendor shall maintain the following Controls at all Vendor facilities:

- Vendor shall maintain a physical security plan to protect all Vendor facilities. Vendor's physical security plans shall be reviewed and updated at least once per year.
- Facilities shall have secure entry points that restrict access and protect against unauthorized access. Access to all facilities shall be limited to authorized Vendor Personnel and approved visitors. All visitors must be required to sign a visitor register.
- Access to Vendor facilities shall be monitored, recorded, and controlled. Logs detailing access shall be stored for no less than one (1) year. Vendor shall perform regular reviews of access.
- Removal of any asset from a Vendor facility shall be restricted, approved, and authorized by the asset owners and, if applicable, the appropriate security departments.
- Vendor shall enforce the remote wipe capability in case of any situations when the Vendor's devices are stolen or lost.
- Vendor shall maintain electrical and environmental controls to Vendor facilities and assets against hazards such as voltage and temperature fluctuations, fire, humidity, and natural or man-made disasters.

## 12. Operations

Vendor shall develop, implement, and maintain organization defined operations security safeguards to protect ClickUp Information to ensure correct and secure operations of Vendor Systems and Vendor facilities.

- Vendors Systems, network devices, and applications shall be configured and deployed using a secure and standard baseline. Ports and services that are not used shall be disabled.
- Vendor shall maintain accurate inventories of its technology platforms and enforce configuration settings on all platforms supporting ClickUp.
- Vendor shall implement controls for Vendor Personnel that terminate inactive sessions and restrict the connection times of idle/inactive sessions on information systems, applications, and network devices.
- Vendor shall follow a security review process consistent with prevailing industry standards to validate security of the service design prior to implementation of new applications and information systems that will be used to process/store ClickUp Information, in order to identify potential security issues ahead of deployment.
- Vendor will maintain documented change management procedures that provide a consistent approach for controlling and identifying configuration changes for Vendor Systems, applications, and network devices.

## 13. Communications

Vendor shall implement security mechanisms to keep the Vendor networks secure from evolving threats, while providing situational awareness of network activities so that proactive measures can be implemented to address evolving threats.

- Vendor shall implement network security infrastructure such as Firewalls, Intrusion Detection Systems, Intrusion Prevention Systems, and other security controls that provide continuous monitoring, have the capability to restrict unauthorized network traffic, and detect and limit the impact of attacks.

- Vendor shall ensure that network traffic is appropriately segregated, with routing and access controls separating traffic on internal networks from public or other untrusted networks.
- Remote access to the Vendors network shall be approved, and shall be restricted to authorized personnel. Remote access shall be controlled by secure access control protocols, encryption, authentication, authorization, and MFA.
- To the extent permitted by law, ClickUp reserves the right to monitor Vendor access to and use of ClickUp Information Systems, networks, and applications.
- Vendor shall establish restrictions and implement guidelines for effectively encrypted wireless access, monitor unauthorized access, and enforce requirements for wireless connections at Vendor facilities.

#### **14. Development**

Vendor shall have security mechanisms to keep their applications secure from evolving threats.

- Vendor shall protect and harden all servers. Servers shall be hardened to the appropriate CIS Benchmark or equivalent standard.
- Vendor shall follow a documented System Development Life Cycle (“SDLC”) process when developing Applications.
- Vendor shall implement secure coding standards when developing Applications. Frameworks such as OWASP Top 10 shall be followed to ensure that vulnerabilities are identified and remediated during the SDLC.
- Vendor shall separate the production environment from the development and testing environments.
- Vendor shall perform a penetration test on all Vendor Systems and servers at least on an annual basis, or when there is a major change in a Vendor System.
- Vendor shall perform static code analysis and dynamic application testing on a quarterly basis to identify vulnerabilities.
- All vulnerabilities in Vendor Systems, applications, and code shall be scored for severity according to an industry standard vulnerability scoring system.
- Vendor shall mitigate and remediate all discovered critical/high risk vulnerabilities within thirty (30) days, moderate risk vulnerabilities within ninety (90) days, and low/informational risk vulnerabilities within one hundred and eighty (180) days.

#### **15. Vendor Management**

Vendor shall ensure all contractual agreements with Vendor vendors, Vendors, processors, contractors, subcontractors, and subprocessors contain an Information Security Addendum with controls that meet or exceed the Controls specified in this ISA.

#### **16. Incident Response**

Vendor shall have documented information security incident response policies and procedures that enable the effective and orderly management of security incidents. The policies and procedures must cover the reporting, analysis, monitoring, and resolution of security incidents.

- Vendor shall report all security incidents to ClickUp within seventy two (72) hours by sending notifications in writing to their business contacts at ClickUp for the applicable services impacted by the security incident, and by sending an email to security@clickup.com.
- Vendor shall ensure the proper handling (which shall include at a minimum the policies and procedures outlined in NIST 800-61 Rev 2) of the security incident in order to ensure appropriate

procedures are followed for the identification, collection, acquisition, and preservation of information.

- Other than to law enforcement or as otherwise required by law, Vendor shall not make nor permit any statements concerning security incidents affecting ClickUp Information, and/or ClickUp Systems to a third party without the written authorization of ClickUp's Legal Department, unless the statements do not identify or could not reasonably be used to identify ClickUp as being impacted by the incident.
- Unless prohibited by law, Vendor will promptly notify ClickUp in the event it receives an external request to provide access to ClickUp Information, and/or ClickUp Systems.

## **17. Business Continuity**

Vendor shall have a Business Continuity Policy and Business Continuity Plan. Disaster Recovery capabilities must be able to recover from adverse situations with minimal impact to ClickUp.

- Vendor shall ensure that the scope of the Business Continuity Policy and Business Continuity Plan covers all locations, personnel, and information systems that are used to perform services for ClickUp.
- Vendor shall ensure that information systems, computers, and software involved in the performance of the services provided to ClickUp are backed up. Backups shall be tested in accordance with operational backup standards.
- Vendor shall test the Business Continuity Policy and Business Continuity Plan at least annually. Vendor shall document the results of such annual testing.
- Vendor shall make public their Service Level Agreement (SLA) Uptime, Recovery Point Objective, and Recovery Time Objective.

## **18. Compliance**

Vendor will provide ClickUp with a designated primary named security contact. The primary named security contact will be responsible for managing and coordinating the performance of Vendor's obligations set forth in this ISA.