

Please take the time to read the following to understand our contractual relationship both relating to your use of our website and the products and services we provide you. It is important you read and understand the following because, by using our website, products, and services, you are agreeing to these terms.

LISTA TERMS OF USE & SERVICE

Effective Date: August 9, 2021

These Terms of Use & Service (the "**Terms of Use**") apply to your use of this website, including any mobile versions, mobile applications, platforms, integrated services, and subdomains ("**Site**") and certain services accessed through the software platform (the "**Services**") made available by Ashbury Systems, LLC ("**Lista**," "**we**," "**us**," and "**our**") on this Site.

Lista has two different types of users depending on the Services you use:

- We call users who may use a free trial version of the Services "**Trial Users**." While Trial Users can access and use the Services, they may have access to a more limited set of service features and functionality than Subscribers and have access to the Services only for a limited period of time.
- We call users who use the Services as part of a paid Lista subscription "**Subscribers**."

We refer to these two types of users collectively as "**users**" or "**you**". Regardless of what type of user you are, these Terms of Use create a legal agreement directly between you and Lista. In the event an individual is using the Site and/or the Services on behalf of an organization, company or entity, (a) the terms "users" or "you" shall include both the organization, company or entity and the individual and (b) by using this Site and any of the Services, the individual using the Site and the Services agrees that such individual, and the organization or entity on behalf of which such individual uses this Site and/or the Services are both bound by the terms and conditions of these Terms of Use and our [Privacy Policy](#) and both represent and warrant that they are able to bind each such party to the same. If you do not or cannot agree, you are expressly prohibited from using the Services and the Site and must discontinue use immediately.

We may modify these Terms of Use from time to time. We may update these Terms of Use (1) to reflect changes in the Services or how we do business—for example, when we add new services, features, technologies, pricing, or benefits (or remove old ones), (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm. When we update the Terms of Use, we will notify you in advance by sending an email to the email address associated with your account or via a notification on the Site that will be accessible when you access the Services). The updated Terms of Use will be effective four weeks from the date on which we first make available the notice. Your continued use of the Site and/or the Services after any changes are made to these Terms of Use will be deemed to constitute your acceptance of those changes. If you do not agree to any change to these Terms of Use, then you must immediately stop using the Site and cancel your account. If you cancel your account because of the change in Terms of Use and you are a Subscriber with a prepaid balance, where applicable, Lista will offer you a pro-rated refund based on the remaining prepaid balance and the cancellation date.

If you do not follow these Terms of Use, and we do not take action right away, that does not mean we are giving up any rights that we may have, such as taking action in the future.

If you are using a screen reader and are having problems using the Site, please email help@lista.io or call (310) 910-9892 for assistance.

1. Provision of Services. Users of the Site are hereby granted a subscription to access the Services, as a Trial User or Subscriber, as applicable, and Lista shall use commercially reasonable efforts to make the applicable Services available to you. The specific Services and features to which you will have access will be determined based on the type of account for which you have subscribed. You understand that the Services provided to you may be subject to usage limits and you agree to not circumvent such usage limits. Your access to the Services may be terminated pursuant to the terms herein.

In addition to any other reason to terminate your access to the Services, Lista may determine that it will discontinue or modify some or all of the Services for any reason or no reason. If Lista terminates the Services, Lista will strive to provide reasonable prior notice to you via email and/or notice made available on the Site. If you are a Subscriber, Lista may refund a prorated portion of any pre-paid fees depending on the scope of the modification or discontinuance of the Services.

A Trial User will only have access to the Services until the end of the free trial period for which the Trial User registered unless the Trial User pays for the Services, or until we terminate the Trial User's access to the Services pursuant to these Terms of Use. Additional trial terms may be provided when a Trial User registers for a free trial and such terms are incorporated herein by this reference.

2. Agreement to Pay. You agree to pay all applicable fees and charges associated with using the Site and the Services, as well as any ancillary products and services made available to you by Lista, in accordance with the pricing schedule and terms of payment established by Lista, which fees are nonrefundable and nonreturnable. You hereby waive all rights to, and covenant not to, attempt to chargeback or otherwise reverse or dispute any charges on your credit card made in accordance with these Terms of Use and any pricing schedule. We use a third party credit card processing company, and you hereby agree to provide complete and accurate information to such credit card processing company as may be requested from time to time. You agree to update your billing and credit card information to keep it current and notify us and the third party credit card processing company if your credit card is cancelled. You agree that we may suspend or terminate your access to the Services without notice upon any rejection of charges or other failure to pay.

If you are a Trial User and have signed up for a free trial version of the Services that provides for auto-renewal or have otherwise signed up for a subscription that provides for automatic renewals, you agree that we may and authorize us to, through our third party credit card processing company, charge you automatically at the end of the free trial or for the renewal, unless you notify us that you want to cancel or disable auto-renewal.

3. Limitations on Use and Your Responsibilities. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, attempt to discern the code or underlying structure of, or create derivative works from this Site, the Materials (as defined below) or the Services, including the underlying structure of any part, feature, function, or user interface. Nor may you use any network monitoring or discovery software to determine the Site architecture, or extract information about usage, individual identities or users. You may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Site without Lista's prior written permission. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public

purposes all or any portion of this Site or the Materials, or rent, lease, loan, resell, sublicense, distribute, or otherwise transfer any Services to any third party or use the Services to provide time sharing or similar services for any third party or otherwise make the Services available to, or use for the benefit of, anyone other than you. You may not use or otherwise export or re-export this Site, the Materials, the Services or any portion thereof in violation of the export control laws and regulations of the United States of America. Any unauthorized use of this Site or the Services is prohibited. You may not (a) circumvent restrictions on access or availability or otherwise interfere with or disrupt the integrity or performance of the Site, or any Services or system, network or data related thereto, (b) attempt to gain unauthorized access to any portion of the Site, any Materials, any Services, or its related systems or networks, (c) share any user account or login access or permit direct or indirect access to or use of the Site or any Services in a way that circumvents a contractual usage limit, a pricing schedule or to avoid payment of fees, (d) frame or mirror any part of the Site, Materials, or Services, (e) publicly disseminate performance information or analysis (including without limitation benchmarks) except with Lista's or the applicable third-party service provider's prior written consent, (f) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site or the Services, features that prevent or restrict use or copying of any Services, or features that enforce limitations on use of the Services, or (g) delete the copyright or other proprietary rights notices within the Services or the Materials. You will promptly notify Lista of any unauthorized access or use of the Services of which you become aware, and will reasonably cooperate with Lista in investigating and limiting such unauthorized access or use. Lista has the right to monitor your use of the Site and the Services to assure compliance with these Terms of Use.

In addition to the foregoing, you agree that you will comply with the following acceptable use policy with the Services by not doing any of the following:

- (i) Use the Services in any way that violates an applicable law or that is criminal or that supports your or another's violation of law,
- (ii) Use the Services in any way that is abusive, fraudulent, a scam, for spam, or otherwise exploits, harms, or threatens others, or for the purpose of any of the foregoing,
- (iii) Use anyone else's login information to use the Services,
- (iv) Use the Services to store or transmit malicious code or infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe upon the rights of others,
- (v) Use the Services to violate the privacy of others or to transmit or store information in violation of any privacy laws, or
- (vi) Use Services in any manner that could disable, overburden, damage, interrupt or harm our ability to provide Services to other Users.

4. No Legal Advice. The Site and the Services are not intended to and do not constitute legal advice and no attorney-client relationship is formed by your use of the Services. The accuracy, completeness, adequacy or currency of the Services is not warranted or guaranteed. Your use of Services on this Site or third party websites and materials linked from this Site is at your own risk.

5. Intellectual Property Rights. You understand and agree that the Services, Site, and the materials contained therein are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws, to the extent applicable. Lista reserves all of its right, title, and interest in and to the Services, the Site and the related technology and software, including all of their related intellectual property rights. No rights are granted to you other than as expressly set forth herein and nothing contained herein shall be construed as conferring any license, title, interest or right in or to the Services, the technology or the software related thereto, others' content in the Services, any other content on the Site to

you, by implication, estoppel, or otherwise, under copyright or other intellectual property rights. This includes, without limitation, all trademarks and logos, tools, content, services, technology, source code and object code, software, visual interfaces, graphics, designs, text, pictures, information, data, sound files, other files, and the arrangement and organization of the foregoing of Lista and/or one or more third parties (the "**Materials**"). In the event that you provide Lista with any ideas, thoughts, criticisms, suggested improvements or other feedback related to the Site or the Services (collectively, the "**Feedback**"), you agree that Lista may use the Feedback to modify the Services and/or the Site and you will not be due any compensation, including any royalty related to the modifications that incorporate or otherwise use the Feedback. You grant, to Lista an irrevocable, worldwide, royalty-free, fully paid, perpetual, license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same.

6. Your Content. By uploading content to or submitting any materials for use on this Site, you grant (or warrant that the owner of such rights has expressly granted) Lista (and any applicable third-party service providers) a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, display, distribute, and modify such content or materials; **provided that** Lista may only exercise the foregoing right and license (a) in connection with providing the Services to you, (b) in connection with its operation and maintenance of this Site and/or (c) to comply with or satisfy applicable law, court rules, or procedures. Other than the foregoing rights, Lista will be granted no rights with respect to such materials pursuant to these Terms of Use.

7. No Solicitation. You shall not distribute on or through this Site or the Services, any content or material containing any advertising, promotion, solicitation for goods, services or funds, or solicitation for others to become members of any enterprise or organization without the express written permission of Lista. In no event may any person or entity solicit anyone with data retrieved from this Site.

8. Advertisers. This Site and the Services may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on this Site is accurate and complies with applicable laws. Lista will not be responsible for the illegality of or any error or inaccuracy in advertisers' or sponsors' materials or for the acts or omissions of advertisers and sponsors.

9. Registration. Certain sections of this Site and use of the Services require you to register and log in through a username and password. In obtaining your username and password, you agree to provide Lista with accurate and complete registration information. It is your responsibility to inform Lista of any changes to that information. Each registration is for a single individual only, unless specifically designated otherwise. Lista does not permit anyone other than you to use your username and password. Access through a single username and password combination being made available to multiple users on a network or otherwise is prohibited. You will be responsible for all acts taken with your account and all account activity, regardless of whether you took the acts or authorized the activity.

10. Errors and Corrections; Services Availability. Lista does not represent or warrant that this Site or the Services will be error-free, free of viruses or other harmful components, or that defects will be corrected or that it will always be accessible. Lista does not warrant or represent that the Services available on or through this Site will be correct, accurate, timely, or otherwise reliable. Although Lista strives to keep the Services up, the Services and Site may be unavailable from time to time, and you may not always have access to some or all of the content you have uploaded to the Services. You agree that Lista shall not be liable for any

disruption or loss that you may suffer as a result and that it is your responsibility to backup all of your content outside of the Lista platform. Lista may make improvements and/or changes to its features, functionality, or Services at any time.

11. Email Notifications and Electronic Transactions.

11.1. Email notifications may be sent to you in connection with Lista's provision of services. Lista does not represent or warrant that these email notifications will always be received by you. It is your responsibility to provide Lista with your correct email address and to ensure Lista's emails are not caught by spam filters.

11.2. You agree that all of your transactions with or through Lista, or any third-party service providers, may, at its option, be conducted electronically.

12. DISCLAIMER. THIS SITE, THE MATERIALS, AND THE SERVICES ARE EACH PROVIDED ON AN 'AS IS, AS AVAILABLE' BASIS. LISTA EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT NONE OF LISTA, ITS THIRD-PARTY SERVICE PROVIDERS, ANY OF THEIR AFFILIATES OR THEIR EMPLOYEES, AGENTS, SUBCONTRACTORS, OR CONSULTANTS MAKE, AND THEY EXPRESSLY DISCLAIM, WARRANTIES REGARDING THE FOLLOWING: THE QUIET ENJOYMENT OF THE SITE OR SERVICES; THE FUNCTIONALITY, ACCURACY, COMPLETENESS OR COMPLETION OF FORMS; RECEIPT OF DOCUMENTS BY LOCAL GOVERNMENTS; APPROVAL OF DOCUMENTS BY LOCAL GOVERNMENTS; TIMELINESS OF SERVICES; THAT THE SITE AND SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR OR VIRUS FREE; LOSS OF DATA OR SERVICES, OR THAT ANY FEES PAID TO LOCAL GOVERNMENTS WILL BE ADEQUATE. LISTA DISCLAIMS, ON ITS OWN BEHALF AND ON BEHALF OF ITS THIRD-PARTY SERVICE PROVIDERS, ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIMS, LIABILITY, OR DAMAGE OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS, INJURY, CLAIMS, LIABILITY, AND DAMAGE RESULTING FROM, ARISING OUT OF, OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THIS SITE, THE MATERIALS, OR THE SERVICES, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEBSITES, MATERIALS OR SERVICES THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THIS SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (C) THE UNAVAILABILITY OF THIS SITE, THE SERVICES, OR ANY PORTION THEREOF, (D) YOUR USE OF THIS SITE OR THE SERVICES, (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THIS SITE OR THE SERVICES, (F) ANY FAILURE TO EDIT OR VERIFY THE COMPLETENESS, PROPRIETARY, OR ACCURACY OF ANY INFORMATION SUBMITTED BY YOU, (G) ANY LOSS OF PRIVILEGE OR OTHER CLAIMED INJURY DUE TO DISCLOSURE OF SEALED, CONFIDENTIAL, OR PRIVILEGED INFORMATION, OR (H) OR ANY FORCE MAJEURE EVENTS, INCLUDING ACTS OF GOD, EARTHQUAKES, DISEASE, PANDEMIC, ACTS OF CIVIL OR MILITARY AUTHORITY, WAR, TERRORISM, ACTS OF REGULATORY OR GOVERNMENTAL AGENCIES, ACTS OF THIRD PARTIES, OR OTHER CAUSES THAT ARE BEYOND THE REASONABLE CONTROL OF LISTA OR THE APPLICABLE THIRD-PARTY SERVICE PROVIDER. YOU EXPRESSLY AGREE THAT LISTA SHALL NOT BE LIABLE FOR ANY LOSS ARISING FROM INFILTRATION OF THE SITE BY MEANS OF SOFTWARE VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, OR ANY OTHER SOFTWARE PROGRAM, OR TECHNOLOGY DESIGNED OR INTENDED TO DISRUPT, DAMAGE, INTERCEPT, OR EXPROPRIATE DATA FROM THE SITE.

13. LIMITATION OF LIABILITY. THE MAXIMUM AGGREGATE LIABILITY OF LISTA AND ITS THIRD-PARTY SERVICE PROVIDERS TO YOU UNDER ANY CIRCUMSTANCE RELATING TO YOUR USE OF THE SITE OR THE SERVICES SHALL NOT, IN ANY EVENT AND REGARDLESS OF THE CAUSE OF ACTION UPON WHICH YOUR CLAIM IS BASED, EXCEED THE GREATER OF FIFTY

DOLLARS (\$50) AND THE TOTAL AMOUNT OF FEES PAID BY YOU TO LISTA FOR ITS PROVISION OF SERVICES FOR THE SPECIFIC MATTER TO WHICH THE CLAIM RELATES FOR THE ONE (1)-YEAR PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH SUCH CLAIM ARISES. LISTA SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THIS SITE OR THE SERVICES. THIS LIMITATION OF LIABILITY ALSO APPLIES WITH RESPECT TO ANY CLAIMS YOU MAY MAKE AGAINST LISTA FOR ANY THIRD-PARTY CONTENT, PRODUCTS OR SERVICES MADE AVAILABLE ON OR ACCESSED THROUGH OR FROM THE SITE.

14. Indemnification. You agree to indemnify, defend, and hold harmless Lista, its shareholders, members, managers, officers, directors, partners, employees, agents, licensors, suppliers, and any third-party service providers for the Site and/or the Services from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from (a) any violation of these Terms of Use by you or through your account, or (b) your use of the Site or the Services or content provided by a third party, including any third-party content or services made available on, through or from the Site.

15. Unlawful Activity. Lista reserves the right to investigate complaints or reported violations of our Terms of Use or misuse of the Services and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses, and traffic information.

By using the Site and the Services you affirm under penalty of perjury under the laws of the State of California or the jurisdiction in which you are utilizing the Site and the Services that (1) you agree to adhere to the laws and regulations of the jurisdiction with which you are conducting business with Lista and in connection with the use of the Services and that you are subject to civil and criminal penalties should you utilize the Site or the Services in violation of those laws and regulations; and (2) you acknowledge that the information or Materials provided by Lista or its third-party service providers may be inaccurate, out of date, contain errors or omissions, or be otherwise incorrect.

16. Remedies for Violations. Lista reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular IP address to this Site and the Services and any other Lista websites and their features. Lista and the applicable third-party service providers reserve the right to suspend, terminate, or change without notice the scope of your access to any portion of the Site, and the Services, for any violation of these Terms of Use or if Lista or the applicable third-party service provider determines that it is required to do so pursuant to applicable law or that you pose a risk to security, intellectual property, or the operation of the Site or the Services. In addition, Lista may terminate access to the Services for Trial Users for any reason or no reason at all.

17. Additional Terms.

17.1. Data Protection and Privacy. Your use of this Site is subject to Lista's Privacy Policy¹ which is available on the Site and may be updated from time-to-time pursuant to its terms.

¹ Note: Link to Privacy Policy.

In performing the Services, Lista will comply with the Privacy Policy then currently in effect and protect your data pursuant to the terms therein.

17.2. Digital Millennium Copyright Act of 1998 (DMCA). Lista's policy is to respond to claims of infringement in compliance with the DMCA. If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Site, please complete the following DMCA notice and deliver it to Lista's designated DMCA agent at the contact information provided below.

You must provide the following information in writing in your DMCA notice:

- A. Identify the copyrighted work that you claim has been infringed;
- B. Identify the material that is claimed to be infringing and where it is located on the Site;
- C. Provide reasonably sufficient information to permit us to contact you, such as your address, telephone number, and e-mail address;
- D. Provide a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law;
- E. Provide a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner; and
- F. Provide an electronic or physical signature of a person authorized to act on behalf of the copyright owner.

Deliver the DMCA notice, with the above information completed, to Lista's designated DMCA agent at: rherrera@ashburysystems.com.

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please be aware that this procedure is only for notifying us that your copyrighted material has been infringed. The preceding requirements are intended to comply with our rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice.

In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers. We may also limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

17.3. Electronic Delivery of Future Disclosures. You agree to accept all disclosures and other communications between you and Lista or any third-party service provider on the Site or at the primary e-mail address associated with your customer account.

17.4. Subpoena Expenses. If Lista has to respond to, or provide information in response to, a subpoena related to you, then Lista may charge you for Lista's costs. Such charges may include fees for attorney and employee time spent retrieving records, preparing documents

and participating in depositions or other legal process as well as other costs incurred in complying with such legal processes.

17.5. Governing Law and Jurisdiction. The Terms of Use are governed by and construed in accordance with the laws of the State of California (irrespective of its conflict of laws rules) and any action arising out of or relating to these terms shall be filed only in state or federal courts located in California. You hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

17.6. Entire Agreement. These Terms of Use incorporate by reference any of Lista's notices contained on this Site, the Privacy Policy, and Provider's Service Terms and constitute the entire agreement with respect to access to and use of this Site and Services.

17.7. Severability of Provisions. If any provision of these Terms of Use is unlawful, void, or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

17.8. Assignment and Binding Effect. Lista shall have the right to assign or otherwise transfer these Terms of Use without your consent. You may not assign or otherwise transfer your rights or obligations hereunder, which will be binding upon and inure to the benefit of you and Lista, and Lista's successors, assigns, and transferees. Notwithstanding the fact that your right to access and use the Site and Services is personal to you and non-assignable and non-transferable, you acknowledge and agree that by registering to use and access the Site and Services, you are binding the company, business, or other entity for which you work to the provisions of these Terms of Use.

17.9. Waiver. No waiver of any provision of these Terms of Use, or of any of your or Lista's rights or obligations, will be effective, except pursuant to a signed written instrument, and any such waiver will be effective only in the specific instance and for the specific purpose stated in such instrument.

17.10. Survival. The provisions of Sections 4, 5, 6, 8, 10, and 12 through 17 shall survive any expiration or termination of these Terms of Use with respect to you.