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## Maven User Agreement

**Overview.** Whether you are participating in Maven as an information provider (a consultant) or as an information consumer (a customer), this User Agreement (the "Agreement") governs your commercial relationship with Maven Research, Inc. ("Maven") and your use of the Maven website (the "Site") and the services provided by Maven and the Site (the "Services").

**Services.** The Services include connecting users seeking knowledge and opinion with users offering the same. The Services facilitate interactions between users. You understand that (i) we are not a party to and will not have any liability with respect to such interactions, and (ii) the knowledge and opinions of other users are not ours, and we do not endorse them or any other information provided by any user.

**Authorized Users and Logins.** Only you and your designees, if any ("Authorized Users") who have been issued a user identification and password ("Login") by us shall be permitted to access and use the Services. All Authorized Users shall be subject to the terms of this Agreement. You shall be responsible for any breach of this Agreement by any of your Authorized Users and any other persons who gain access to the Site and/or the Services through you or your Logins (except in the case of fraud). You agree to exercise reasonable care to maintain the security of your Logins and other account information (collectively, "Account Information"). Do not disclose your Account Information to anyone else, and do not use anyone else's Account Information. Notify us promptly about any unauthorized use of your Account Information or any breach of security of which you become aware. You agree to provide to us current, complete and accurate information in the course of your using the Site and to maintain and update this information as required.

**Fees.** If you consume Services, you shall pay us the fees as specified on the Site (or in written correspondence with us) upon invoice receipt; unless otherwise indicated on the invoice, any amount not paid within 30 days from the date of the invoice shall be subject to a late fee calculated at a rate of 1.5% per month on the outstanding amount. You shall pay any and all taxes and other charges imposed by any taxing authority in connection with this Agreement or relating to the Services (other than tax on our income or the income of other users).

**Compliance with Law.** You agree to use the Site and Services only for lawful purposes. The Site and the Services are subject to, and you agree that you shall at all times comply with, all applicable laws, including, without limitation, those relating to the export of technical and other data from the United States (or from your country if you are not located in the United States).

**Conflicts.** You represent and warrant that your use of Maven is not and will not be in breach of any express or implied terms of any contract or of any other obligation legally binding upon you. You will not use Maven in any way that gives rise to any such breach or presents a conflict of interest. You will also comply with all ethical standards to which you are subject.

**Material Non-Public Information.** You will not use Maven to solicit, disclose, or misappropriate any material non-public information within the meaning of United States securities laws (or similar concept as defined under any applicable law or regulation).

**Confidentiality.** You will not disclose to any other user or to Maven any third-party's confidential information in violation of any duty or contract right. You agree that you will not use, disclose, solicit or misappropriate any confidential information, trade secrets, or other proprietary information that belongs to any third-party without permission. Without limiting the foregoing, this restriction applies

to any third-party with whom you may have, or may have had, a consulting, employment, fiduciary or similar relationship, and applies whether the duty is express or implied.

All non-public information pertaining to Maven's business (including, without limitation, our pricing information, the identity of our users, the nature of and reasons for user inquiries, and any content marked confidential) is confidential information.

You will hold all confidential information in trust and confidence, and not disclose, misappropriate or make available to any third-party, directly or indirectly, any confidential information, except as may be required by applicable law or legal process or with applicable consent. You agree that this paragraph is intended to benefit the other users of Maven, and that such other users are third-party beneficiaries of this paragraph; however, other users and other persons are not and will not be third-party beneficiaries of any other provision of this Agreement.

Maven's Services provide you with the ability to disclose certain information about yourself to other users; it is solely your responsibility to use that ability and disclose such information in a manner appropriate for your purposes. Maven will not disclose or make available to any third-party, directly or indirectly, any of your confidential information, except in furtherance of your use of the Services, to enforce this Agreement or if legally compelled to do so; provided, that you acknowledge and consent that we may use your business name (or an anonymized version thereof), a reproduction of your logo (if applicable) and a brief description of your matters (provided such matters are anonymized or non-confidential or you have provided your consent) in our marketing materials and on our website.

**Independent Contractor.** Any use of Maven that results in payment of compensation to you by Maven shall be performed as an independent contractor, and you are not and shall not be deemed to be an employee or agent of Maven or of any other user. You shall not be entitled to any benefits provided by Maven to its employees, and Maven will not make any deductions from any of the payments due to you for tax or social security deduction purposes or similar purposes.

**Non-solicitation.** Maven's business is to connect its users for consulting interactions (or employment) and to provide a platform for managing such interactions, and you agree to use only the Services to interact with other users that Maven has introduced you to. For purposes of this paragraph, "introduced" to a user shall mean the initial identification of such user to you by Maven by virtue of your access to the Site or our Services. You agree to not employ, be employed by, consult with, or otherwise engage (directly or indirectly) with another user introduced to you by Maven except through the Services or with our prior written consent. Because Maven is not compensated for an "off-Maven" interaction, Maven will generally only grant such consent in lieu of a fee, paid to Maven by the payor-user, as follows: (a) with respect to an engagement of a duration of fewer than 90 days, for an amount determined at its sole discretion, which will generally be the gross amount Maven would have otherwise collected in respect of the interaction and (b) with respect to an engagement of a duration of 90 days or more, for an amount equal to 40% of the total compensation to be paid for such engagement (which, in the case of employment, shall be deemed the first annual compensation to be paid). Any such payment shall be paid to Maven prior to such engagement external to the Services. At all times all users shall be permitted to continue to use Maven. The obligations in this Section shall survive this Agreement for a period of 1 year from the date this Agreement is terminated.

**Intellectual Property.** Some of our Services allow you to submit content ("User Content"). Except for our ability to use such User Content for the limited purposes described herein, you retain ownership of any intellectual property rights that you hold in that User Content. We are not responsible for any user's misappropriation or use of any intellectual property rights you hold in User Content that you disclose in using the Services, and except for the confidentiality obligations herein, any agreements or disputes among users regarding intellectual property rights in User Content shall be without

regard to this Agreement. We welcome your feedback and suggestions, but unless otherwise agreed by us in writing, we will not compensate you for them.

**Indemnification.** You agree to indemnify, defend and hold us harmless for all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) that arise out of or in connection with: (i) your failure to comply with this Agreement, including, without limitation, any use of Maven that violates third party rights or applicable law, (ii) any dishonest, inaccurate, incomplete, fraudulent, negligent, wrongful, unlawful, or criminal act or omission by you in connection with your use of Maven, and (iii) any activity which you engage on or through Maven. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

**Warranty Disclaimer; Limitation of Liability.**

YOU USE THE SERVICES SOLELY AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT CONTROL OR VET USER GENERATED CONTENT FOR ACCURACY, NOR DO WE HAVE ANY OBLIGATION TO MONITOR THE USE OF OUR SERVICES OR VERIFY THE IDENTITY OF OUR USERS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE, OR ANY PART THEREOF, WILL BE AVAILABLE OR OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED, AND WE DISCLAIM ALL LIABILITY RELATED THERETO.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NONE OF MAVEN OR ANY OF OUR AFFILIATES OR EMPLOYEES SHALL BE CUMULATIVELY LIABLE FOR (A) ANY DAMAGES IN EXCESS OF THE FEES YOU PAID TO MAVEN DURING THE MOST RECENT 30 DAY PERIOD, OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOST TIME OR GOOD WILL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to conflicts of law principles). The parties agree to submit to the exclusive jurisdiction of any California State court or any United States Federal court sitting in California over any suit, action or other proceeding brought by any party arising out of or relating to this Agreement.

**Miscellaneous.** Either party may terminate this Agreement at any time for any reason. If a particular term of this Agreement is not enforceable, it shall be modified so as to be enforceable, but regardless will not affect any other terms. Our failure to act upon a breach of this Agreement does not mean we waive any rights that we may have. Any translation of this Agreement or our other documentation is provided for your convenience only and the English version will govern. If you are using this Agreement on behalf of a business, that business accepts these terms. This Agreement constitutes the entire agreement between you and us with respect to the subject matter hereof; you also may be subject to additional terms (that we will notify you of in writing) that may apply when you use the Services (such as those that may be agreed in the context of a specific interaction).

## Guidelines for Participating in or Using Maven

The following is a short list of Guidelines for participating in and using Maven. This list is by no means comprehensive; it may be updated periodically by Maven. Additional information on Maven's Policies and Guidelines may be found on our website at <http://www.maven.co/>.

<b>Do...</b>	<b>Don't...</b>
<p><b>PROVIDE</b> complete, current, and accurate information to Maven and our other participants.</p>	<p><b>MISREPRESENT</b> yourself. This includes your employment status and ability to consult on specific topics. <b>Maven will terminate your participation immediately if you misrepresent yourself.</b></p>
<p><b>RESPECT</b> other users' confidentiality.</p>	<p><b>DISCLOSE</b> confidential information shared with you by Maven participants with third parties.</p> <p><b>QUOTE</b> Maven participants without their consent.</p>
<p><b>RESPECT</b> other users' privacy.</p>	<p><b>SHARE</b> details of other participants' identities or use of Maven with third parties.</p> <p><b>RECORD</b> Consultations by any means other than those provided by Maven. Call recording is available as an option via Maven's integrated Consultation system, and requires the consent of both parties in order to activate.</p>
<p><b>RESPECT</b> other users' limitations and outside obligations.</p>	<p><b>PRESSURE</b> participants to answer questions that make them uncomfortable. If a participant declines to answer a question, move on to a new question or end the Consultation.</p>
<p><b>END</b> a Consultation whenever you want.</p>	<p><b>FEEL OBLIGATED</b> to continue speaking with someone if you feel uncomfortable or are not receiving value from the interaction.</p>
<p><b>PROVIDE</b> feedback. The entire Maven community benefits from feedback, which allows us improve our services and provide better guidance to users. We won't share your feedback with others, so don't worry about it "getting back" to the other participant.</p>	<p><b>"GAME"</b> the feedback system. Feedback is just one of many factors used to calculate a participant's MavenScore. Your feedback alone is not sufficient to meaningfully influence it.</p>
<p><b>CONDUCT</b> all interactions with participants and users via our platform.</p>	<p><b>AGREE</b> to speak with a customer outside Maven's platform. You will not be paid for your participation in such "off-platform" interactions.</p> <p><b>CONTACT</b> consultants you meet through Maven</p>

	<p>directly. When you would like to follow up with a participant, request a Follow-Up Consultation through Maven.</p> <p><b>ATTEMPT</b> to contact Maven’s customers directly. If a customer would like to follow up with you, we will notify you.</p>
<p><b>USE</b> the Privacy, Conflict Management, and Communications Preferences tools provided by Maven to protect your privacy and avoid potential conflicts.</p>	<p><b>ENGAGE</b> in any interaction that would pose a risk of creating an unwanted conflict.</p>
<p><b>BEWARE</b> of potential conflicts and avoid sharing or receiving third-party confidential information.</p>	<p><b>SOLICIT</b> third-party confidential information.</p> <p><b>DISCLOSE</b> third-party confidential information.</p>
<p><b>REPORT</b> suspected violations of these Guidelines to Maven immediately if you encounter them.</p>	<p><b>TOLERATE</b> suspected violations of these Guidelines. Maven’s microconsulting platform is built on trust, and Maven will deal with any issues that might undermine that trust immediately.</p>