

Ascender™ Plus Authorized Subscriber Terms of Use

*Last Modified: **September 26, 2023***

As an Authorized Subscriber (“**you**” or “**user**”), your access to the *Ascender™* Platform (“**Platform**”) is governed by the Master Services and Licensing Agreement, any applicable statement of work and any applicable Data Processing Agreement executed between Force Management Holdings I, LLC (“**Force Management**” or “**we**” or “**us**”) and the company that has designated you as an Authorized Subscriber (“**Company**”).

If you are the designated **Ascender™ Plus Client Administrator** for the Company, then your responsibilities are listed [here](#).

If you are the designated **Ascender™ Plus Authorized Purchaser** for the Company, then your responsibilities are listed [here](#).

By clicking to accept these Terms of Use, you accept and agree to be bound and abide by these Terms of Use.

Changes to the Terms of Use

Force Management may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You must immediately discontinue access or use of the Platform if you do not want to agree to revised Terms of Use. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

User Conduct Policy

If you choose, or are provided with, one or more user names, passwords, or any other pieces of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You acknowledge that your account is personal to you and agree not to provide any other person or entity with access to this Platform or portions of it using your user name, password, or other security information. If you are an organization, you must not share an Authorized Subscriber’s access credentials with any person or permit use of an Authorized Subscriber’s access credentials by any person, other than the Authorized Subscriber with whom the access credentials are associated. You agree to notify us immediately of any unauthorized access to or use of your user name(s) or password(s) or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Community

The Platform’s community forums and engagement features are provided with assistance from a third-party service provider Vanilla Forums ULC, an affiliate of Higher Logic, LLC (“**Higher Logic**”). By accepting these Terms of Use you also agree that you have reviewed and that you

agree to and will at all times when using the Platform abide by, Higher Logic's Acceptable Use Policy (available online at <https://www.higherlogic.com/legal/acceptable-use-policy/>) (the "**HL AUP**") and Anti-Spam Policy (available online at <https://www.higherlogic.com/anti-spam-policy/>) (the "**HL Anti-Spam Policy**"), including as the HL AUP and HL Anti-Spam Policy may be updated from time to time in Higher Logic's discretion. For the avoidance of doubt, the HL AUP and HL Anti-Spam Policy are in addition to and not in lieu of the Content Standards below. You may request to be notified of any updates to the HL AUP by clicking the link that appears at the bottom of the HL AUP and following the prompts that appear there.

User Contributions

The Platform may contain message boards, chat functions, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "**Interactive Services**") that allow Authorized Subscribers to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Platform. All User Contributions must comply with the Content Standards set out below.

Any User Contribution you post to the Platform's Interactive Services will be considered non-confidential and non-proprietary. By providing any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

Force Management, its affiliates and providers are not responsible or liable to you, your Company or any third party for the content or accuracy of any User Contributions posted by you or any other user of the Platform.

Monitoring and Enforcement; Termination

Force Management has the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that Force Management deems necessary or appropriate in our sole discretion, including if Force Management believes that such User Contribution violates these Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public, or could create liability

forForce Management.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
- Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, Force Management has the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform Interactive Services. YOU WAIVE AND HOLD HARMLESS FORCE MANAGEMENT AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY FORCE MANAGEMENT OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, Force Management cannot and do not undertake to review all material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. All use of the Platform, including all User Contributions and all use of Interactive Services, must adhere to the Community Guidelines [here](#). Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and the Privacy Policy, found [here](#).

- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please see the Copyright Policy, found [here](#), for instructions on sending a notice of copyright infringement. It is the policy of Force Management to terminate the user accounts of repeat infringers.

Reliance on Information Posted

The information presented on or through the Platform Interactive Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

This Platform may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Force Management and its affiliates, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Force Management and its affiliates. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Social Media Features

This Platform may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Platform.
- Send emails or other communications with certain content, or links to certain content, on this Platform.
- Cause limited portions of content on this Platform to be displayed or appear to be

displayed on your own or certain third-party websites.

You may use these features solely as and in the form they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Platform or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Platform other than the homepage.
- Otherwise take any action with respect to the materials on this Platform that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Platform

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- If you are a person or entity that is (i) identified on the Specially Designated Nationals List or Foreign Sanctions Evaders List of the Office of Foreign Assets Control, U.S. Department of the Treasury, as amended from time to time, (ii) located in Cuba, Iran, North Korea, Sudan, Syria or any other country that is subject to U.S. economic sanctions prohibiting such access, or (iii) otherwise unauthorized to have access to the Platform under any applicable law or regulation of the United States or any non-U.S. authority of competent jurisdiction.
- In any way that infringes, misappropriates or otherwise violates any intellectual property right, privacy right or other right of any person or entity, or that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding privacy and data protection and any laws regarding the export of data or software to and from the U.S. or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards of these Terms of Use as set out in the “Content Standards” Section.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Force Management, a Force Management employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Platform, or which, as determined by us, may harm Force Management or users of the Platform, or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Platform, including their ability to engage in real time activities through the Platform.
- Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Platform or its contents.
- Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process (such as taking screenshots, printing, downloading or otherwise capturing) to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Platform.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.

- Otherwise attempt to interfere with the proper working of the Platform.
- Aid or assist any other person or entity in taking any such actions.

Ascender™ Plus Client Administrator Responsibilities

If you are the (or one of the) designated **Ascender™ Plus Client Administrator(s)** for the Company, then you are a designated contact person to manage your Company's usage of the *Ascender* platform pursuant to an *Ascender Plus* subscription. Your responsibilities include:

- Manage the *Ascender Plus* setup for your Company
- Assign Authorized Subscriber licenses
- Assign Methodology Access
- Manage permissions for Authorized Subscribers

Ascender™ Plus Authorized Purchaser Responsibilities

If you are the designated **Ascender™ Plus Authorized Purchaser** for the Company, then you have been authorized by your Company as the person responsible for purchasing any additional *Ascender Plus* licenses and/or Methodology Access through *Ascender Plus*. All such purchases must be made through *Ascender Plus* via a Digital Change Order and any such purchases will be binding pursuant to the terms of the applicable Statement of Work. The additional *Ascender Plus* license fees will be prorated to be coterminous with the Subscription Term. Any additional fees shall be billed on a quarterly basis.