

Terms of Use

Last Updated: November 30, 2022.

Welcome to the Chassis Technologies, Inc. (“Chassis”, “us” “we” or “our”) website. Please read these Terms of Use (the “Terms”) carefully because they govern your use of our websites including www.onchassis.com, and any other websites that we may later own or operate (each, a “Site,” and collectively, the “Sites”), our desktop application (“App”), and our collaboration tools and other products and services we may later own or operate (collectively, with the Sites, Apps, the “Services”).

ARBITRATION NOTICE: UNLESS YOU OPT OUT OF ARBITRATION WITHIN 30 DAYS OF THE DATE YOU FIRST AGREE TO THESE TERMS BY FOLLOWING THE OPT-OUT PROCEDURE SPECIFIED IN THE “DISPUTE RESOLUTION” SECTION BELOW, THESE TERMS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION SOLELY ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A CLASS, REPRESENTATIVE OR CONSOLIDATED ACTION.

1. Agreement to these Terms

By using the Services, you agree to be bound by these Terms. If you don’t agree to these Terms, do not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. In that case, “you” and “your” will refer to that company or other legal entity.

2. Changes to the Terms or Services

We may modify the Terms at any time, at our sole discretion. If we do so, we will let you know either by posting the modified Terms on the Site or through other communications. If you continue to use the Services after such a change, you are indicating that you agree to the modified Terms. We may also change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

3. Service Terms

3.1. Who may use the Services. You may only use the Services if you are old enough to consent (by yourself and not by a parent or guardian) to share your data under applicable law. For example, you must be 13 years or older under United States law, or 16 years or older under European Union law.

3.2. Use Restrictions. Except as otherwise expressly authorized in these Terms, you will not, and will ensure your employees, contractors, and other persons associated with your Chassis account (“Authorized Users”) do not, and will not encourage or assist third parties to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object

code, or underlying structure, ideas, know-how, or algorithms relevant to the Services (except to the extent that such a restriction is impermissible under applicable law); (ii) provide, sell, resell, transfer, sublicense, lend, distribute, rent, or otherwise allow others to access or use the Services; and (iii) copy, modify, create derivative works of, or remove proprietary notices from the Services.

3.3. Acceptable Use Policy. You will comply with, and will ensure your Authorized Users comply with, the below conduct restrictions and content restrictions.

a. **Conduct Restrictions.** While using the Services, you and your Authorized Users will not:

- damage, disable, interfere with, or circumvent any aspect of the Services;
- interfere with anyone else's use of the Services;
- test, penetrate, or scan the Services for security vulnerabilities or limitations;
- impersonate anyone or misrepresent your connection with any person or entity;
- use the Services to compete with Chassis, or copy any ideas, features, functions, or graphics of the Services;
- distribute any unwanted communication (e.g., using the Services to send spam);
- use the Services for activities where use or failure of the Services could lead to death, bodily injury, damage to personal property, or environmental damage; or
- access or use the Services in a manner intended to avoid incurring fees owed to Chassis.

b. **Content Restrictions.** While using the Services, you and your Authorized Users will not upload or publish to the Services, or use the Services to distribute or create anything that:

- is fraudulent, false, misleading, or deceptive;
- is defamatory, obscene, pornographic, vulgar, or offensive;
- promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group;
- is violent or threatening or promotes violence or actions that are threatening to any person or entity;
- promotes illegal or harmful activities or substances;
- is malicious or destructive, such as software viruses, worms, trojan horses, spyware, dishonest adware, scareware, crimeware, or any other malicious or destructive software or programs;
- is illegal or solicits conduct that is illegal under laws applicable to you or Chassis;
- violates the rights of others, including data privacy, confidentiality, and/or intellectual property rights;
- is or includes sensitive information subject to regulation or protection under applicable laws, including but not limited to Sensitive Data as defined under the General Data Protection Regulation (GDPR) (for example, data relating to race, religion, politics, health, genetics, or sexual orientation);

- is or includes patient, medical, or other personal health information (including but not limited to protected health information under HIPAA);
- is or includes financial information, including but not limited to credit and debit card information;
- is or includes social security numbers or other government identifiers; or
- is or includes protected data about minors (such as data protected by the Children’s Online Privacy Protection Act).

If you violate this policy or encourage, allow or assist others to do anything to violate this policy, we will take any action we consider necessary to protect Chassis, our users, and third parties. This may include quarantining or deleting data stored on the Services or suspending your use or access to the Services. Please note that violation of this policy may result in termination in accordance with our termination rights in our agreement with you. You will not be entitled to any credit or other compensation for any interruption of the Services caused by your violation of this policy.

3.4. Authorized Users; Accounts. As part of the registration process, you will identify an administrative username and password for your Chassis account. You represent and warrant that all registration information, including with respect to the list of domains owned or controlled by you for purposes of domain capture, you provide is truthful, accurate, and complete, and that you will maintain the accuracy of such information. You are responsible and liable for maintaining control over your account, including the confidentiality of your username and password, and are solely responsible and liable for all activities that occur on or through your account and all Authorized Users’ accounts, whether authorized by you or not.

3.5. Feedback; Use Rights. We welcome feedback, comments, and suggestions (“Feedback”). As we need to be able to freely work with your Feedback to improve the Services, you hereby irrevocably transfer and assign all right, title, and interest (including all intellectual property rights, such as copyrights or trade secrets) in and to the Feedback, including any and all “moral rights” that you might have in such Feedback, and you hereby forever waive and agree never to assert any and all “moral rights” you may have in the Feedback. Additionally, Chassis will have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services, and related systems and technologies, and Chassis will be free to use such data and information to maintain, improve, and enhance Chassis’ products and services.

3.6. Reservation of Rights. As between the parties, Chassis owns all right, title, and interest in the Services, and you own all right, title, and interest in any application(s) and/or material(s) that are developed by you on the Services or uploaded to the Services by you (“User Content”). Except as expressly set forth in these Terms, each party retains all right, title, and interest in and to its intellectual property rights. All rights not expressly granted are reserved, and no license, covenant, immunity, transfer, authorization, or other right will be implied, by reason of statute, estoppel, or otherwise, under these Terms.

3.7. Patent Assertion Entities. A “Patent Assertion Entity,” sometimes referred to as a ‘non-practicing entity’ or a ‘patent troll,’ is (a) any entity that derives or seeks to derive most of its

revenue from the offensive assertion of patent rights, or (b) directly or indirectly controls, is controlled by, or is under common control with an entity described in (a). If you are a Patent Assertion Entity or are acting on behalf of, or for the benefit of a Patent Assertion Entity, you will not assert, or authorize, assist, encourage, or enable any third party to assert, any claim, or pursue any actions, suits, proceedings, or demands, against Chassis or its affiliates that allege that the Services infringe, misappropriate, or otherwise violate any intellectual property rights (including patents). This section will survive any termination or expiration of these Terms.

4. License

Subject to the terms and conditions of these Terms, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable license worldwide (with the exception of (i) jurisdictions that are embargoed or designated as supporting terrorist activities by the United States Government and (ii) jurisdictions whose laws do not permit engaging in business with Chassis or use of the Services) for you to access and use the Services for your internal business or personal purposes, depending on your account type. If you have a free account, you may use the Services for business or personal purposes, but paid accounts are for business use only, and may not be used for personal or other non-commercial purposes.

5. Charges and Payment

5.1. Payment Terms.

5.1.1. When you purchase Services (each such purchase, a “Subscription”), you expressly authorize us or our third-party payment processor to charge you for such Services. You represent and warrant that you have the legal right to use all payment methods that you provide to us.

5.1.2. All fees are stated and solely payable in U.S. Dollars (unless otherwise stated during the payment process), non-cancelable, non-refundable (except as otherwise expressly set forth in these Terms), and not subject to setoff.

5.1.3. In the event that you fail to pay the full amount owed to us, we may limit your access to the Services, in addition to any other rights or remedies we may have.

5.2. Authorization for Recurring Payments.

5.3.1. All pricing plans involve recurring fees (each, along with any applicable taxes and other charges are a “Subscription Fee”). Depending on which options you choose, those fees may recur each month, quarter or year thereafter, at the then-current rate. Please note that our fees are subject to change, although we will notify you before we effect any change.

5.2.2. By agreeing to these Terms and purchasing a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or Chassis. We (or our third party payment processor) will automatically charge you in accordance with the term of

your Subscription (e.g., each month, quarter, or year), on the calendar day corresponding to the commencement of your Subscription using the payment information you have provided.

5.2.3. In the event your Subscription begins on a day not contained in a later month, your payment method will be charged on such other day as we deem appropriate. For example, if you started a monthly Subscription on January 31st, your next payment date is likely to be February 28th, and your payment method would be billed on that date. We may also periodically authorize your payment method in anticipation of applicable fees or related charges.

5.2.4. Your Subscription continues until canceled by you or we terminate your access to or use of the Services or the Subscription in accordance with these Terms.

5.4. Canceling Subscriptions

5.4.1. You may cancel your Subscription at any time but please note that such cancellation will only be effective at the end of the then-current Subscription period. Unless required by law, **YOU WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN-CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION.**

5.4.2. To cancel, you can either (i) email us at **support@onchassis.com** and follow any instructions, if any, we provide to you in response to your cancellation request, or (ii) for some kinds of Subscriptions, initiate a cancellation through your Chassis account settings within the Services. You will be responsible for all Subscription Fees incurred for the then-current Subscription period. Canceling your Subscription will not terminate your Chassis account. See Section 10 (Termination) below for information on terminating your Chassis account.

5.5. **Taxes.** Subscription Fees do not include taxes, and you agree to: (a) pay all sales/use, gross receipts, value-added, GST, personal property, or other tax (including any interest and penalties) with respect to the transactions and payments under these Terms, other than taxes based on our income, employees, or real property; and (b) be responsible for any filing of any information or tax returns with respect thereto.

5.6. **Withholding.** All payments made by you to us under these Terms will exclude any deduction or withholding. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required by law, you will pay such additional amounts as are necessary so that the net amount received by us after such deduction or withholding will be equal to the full amount that we would have received if no deduction or withholding had been required. Each party will use commercially reasonable efforts to work with the other party to help obtain, reduce, or eliminate any necessary withholding, deduction, or royalty tax exemptions where applicable.

6. Confidentiality.

6.1. **Confidential Information.** We (the “Discloser”) have disclosed or may disclose proprietary or non-public business, technical, financial, or other information (“Confidential

Information”) to you (the “Recipient”). Our Confidential Information expressly includes non-public information regarding features, functionality, and performance of the Services, including security related information.

6.2. Obligations. The Recipient will use the Discloser’s Confidential Information only for the purpose of evaluating whether or not to use (or continue to use) the Services. The Recipient will not disclose the Discloser’s Confidential Information to parties other than the Recipient’s employees, contractors, affiliates, agents, or professional advisors (“Representatives”) who need to know it and who have a legal obligation to keep it confidential. The Recipient will ensure that its Representatives are subject to no less restrictive confidentiality obligations than those herein. Notwithstanding the foregoing, the Recipient may disclose the Discloser’s Confidential Information: (a) if directed by Discloser; or (b) to the extent required by applicable legal process, provided that the Recipient uses commercially reasonable efforts to (i) promptly notify the Discloser in advance, to the extent permitted by law, and (ii) comply with the Discloser’s reasonable requests regarding its efforts to oppose the disclosure. The obligations set forth herein will survive for so long as these Terms are in effect between the parties and for five years thereafter.

7. Warranties.

7.1. In the event of any loss or corruption of any data associated with the Services, Chassis will use commercially reasonable efforts to restore the lost or corrupted data from the latest relevant backup maintained by Chassis. EXCEPT FOR THE FOREGOING, CHASSIS WILL NOT BE RESPONSIBLE FOR ANY LOSS, DESTRUCTION, ALTERATION, UNAUTHORIZED DISCLOSURE OR CORRUPTION OF ANY DATA.

7.2. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Services, and we make no guarantees around data retention or preservation. EXCEPT AS SET FORTH IN SECTION 7.1, THE SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

7.3. **NON-CHASSIS RESOURCES.** CHASSIS DOES NOT WARRANT OR SUPPORT, AND WILL NOT HAVE ANY RESPONSIBILITY OR LIABILITY OF ANY KIND FOR, ANY APPLICATION(S) AND/OR MATERIAL(S) THAT ARE DEVELOPED BY A PARTY OUTSIDE OF CHASSIS’S ORGANIZATION, INCLUDING DESIGN FILES, PLUGINS, COMPONENT LIBRARIES, AND CODE COMPONENTS (“NON-CHASSIS RESOURCES”). NON-CHASSIS RESOURCES ARE PROVIDED BY THIRD PARTIES, NOT CHASSIS, AND ANY USE OF NON-CHASSIS RESOURCES IS SOLELY BETWEEN YOU AND THE APPLICABLE THIRD-PARTY PROVIDER.

8. Indemnity. You will indemnify and hold harmless Chassis and its officers, directors, employees, and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Services; (ii) your User Content; or (iii) your violation of these Terms.

9. Limitations of Liability.

9.1. NEITHER CHASSIS NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES (“SUPPLIERS”) WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CHASSIS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

9.2. IN NO EVENT WILL CHASSIS OR SUPPLIERS’ TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO CHASSIS IN THE PRECEDING TWELVE MONTHS FOR THE SERVICES, OR IF YOU HAVE NOT HAD ANY SUCH PAYMENT OBLIGATIONS, ONE HUNDRED UNITED STATES DOLLARS (\$100).

9.3. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CHASSIS TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 9 WILL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE TERMS.

10. Termination.

10.1. We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice or liability to you, provided that if Chassis freezes your account or cancels your subscription and the termination is not due to your breach of these Terms, Chassis will provide you a pro rata refund of pre-paid unused fees unless, in our reasonable estimation, we are not legally permitted to do so (in which case any refund rights are null and void).

10.2. You may cease use of the Services at any time. If you are paying for a Subscription, you may terminate your Subscription through the process in Section 5.4. You may also cancel your Chassis account at any time by sending an email to **support@onchassis.com**.

10.3. Upon any termination, discontinuation, or cancellation of Services or your Chassis account, the following provisions of these Terms will survive: Service Terms, Charges and Payment (to the extent you owe any fees at the time of termination); Confidentiality; provisions related to permissions to access User Content (to the extent applicable); Warranty Disclaimers; Indemnity; Limitations of Liability; Termination; and the Miscellaneous provisions under Section 11. Furthermore, we may remove or delete your User Content within a reasonable period of time after the termination or cancellation of Services or your Chassis account.

11. Miscellaneous.

11.3. **Privacy Policy.** Our Privacy Policy (www.onchassis.com/privacy) governs how we collect, use and disclose information from our Website and the Services.

11.4. Copyright and IP Policy.

Chassis respects the intellectual property rights of others and expects its users to do the same.

It is Chassis' policy, in appropriate circumstances and at its discretion, to disable and/or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Chassis will respond expeditiously to claims of copyright infringement committed using the Website that are reported to Chassis, identified in the sample notice below.

If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Website by completing the following DMCA Notice of Alleged Infringement and delivering it to Chassis. Upon receipt of the Notice as described below, Chassis will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Site.

DMCA Notice of Alleged Infringement (“Notice”)

1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.

3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
 - “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”
 - “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
5. Provide your full legal name and your electronic or physical signature. Deliver this Notice, with all items completed, to Chassis at **copyright@onchassis.com**.

Notification of Trademark Infringement:

If you believe that your trademark (the “Mark”) is being used on the Website by a user in a way that constitutes trademark infringement, please provide Chassis with the following information:

1. Your full legal name and your electronic or physical signature.
2. Information reasonably sufficient to permit Chassis to contact you or your authorized agent, including a name, mailing address, telephone number and, if available, an email address.
3. Identification of the Mark(s) alleged to have been infringed, including (i) for registered Marks, a copy of each relevant federal trademark registration certificate or (ii) for common law or other Marks, evidence sufficient to establish your claimed rights in the Mark, including the nature of your use of the Mark, and the time period and geographic area in which the Mark has been used by you.
4. Information reasonably sufficient to permit Chassis to identify the use being challenged.
5. Include both of the following statements in the body of the Notice:
 - “I hereby state that I have not authorized the challenged use, and I have a good-faith belief that the challenged use is not authorized by law.”
 - “I hereby state under penalty of perjury that all of the information in the notification is accurate and that I am the owner of the Mark, or authorized to act on behalf of the owner of the Mark.”

Upon receipt of notice as described above, Chassis will seek to confirm the existence of the Mark on the Site, notify the registered user who posted the content including the Mark, and take whatever action, in its sole discretion, it deems appropriate, including temporary or permanent removal of the Mark from the Website.

Notification of Other Intellectual Property (“IP”) Infringement:

If you believe that some other IP right of yours is being infringed by a user, please provide Chassis with the following information:

1. Your full legal name and your electronic or physical signature.
2. Information reasonably sufficient to permit Chassis to contact you or your authorized agent, including a name, mailing address, telephone number and, if available, an email address.
3. Identification of the IP alleged to have been infringed, including (i) a complete description or explanation of the nature of the IP, (ii) evidence that you own the IP in the relevant jurisdiction, including copies of relevant patents, registrations, certifications or other documentary evidence of your ownership, and (iii) a showing sufficient for Chassis to determine without unreasonable effort that the IP has been infringed.
4. Information reasonably sufficient to permit Chassis to identify the use being challenged.
5. Include both of the following statements in the body of the Notice:
 - “I hereby state that I have not authorized the challenged use, and I have a good-faith belief that the challenged use is not authorized by law.”
 - “I hereby state under penalty of perjury that all of the information in the notification is accurate and that I am the owner of the IP, or authorized to act on behalf of the owner of the IP.”

Upon receipt of notice as described above, Chassis will seek to confirm the existence of the IP on the Site, notify the user who posted the content including the IP, and take whatever action, in its sole discretion, it deems appropriate, including temporary or permanent removal of the IP from the Website.

11.5. Trademark Guidelines. Chassis’s Trademark Guidelines apply to any use by You of Chassis’s Marks (defined below).

The “Chassis Marks” (or “our marks”) are the words, logos, graphics, designs, and other indicators that identify Chassis as the source of a product or service. For instance, the name and wordmark “Chassis,” our black and white logo, and our colored logo are a few of our most important assets. By following these guidelines, you help us protect our valuable trademark rights and strengthen our brand identity.

Using the Chassis Marks

You may use the Chassis marks to identify Chassis or its products so long as you are truthful, fair, and not misleading, and you comply with these guidelines.

Your own marks and branding should be larger and more prominent than the Chassis marks. Use of our marks must not disparage or degrade Chassis or others. Lastly, always use a Chassis

mark as an adjective (e.g., the Chassis platform), not as a noun or verb, and never in the possessive form—unless talking about Chassis, the company.

We may update these guidelines at any time. We also reserve the right to modify or revoke any permission we grant you to use our marks. You might have a separate written agreement with Chassis including different or additional terms concerning usage of the Chassis marks. If so, please follow the specific guidelines in your agreement.

11.6. Force Majeure. Chassis will not be liable for, or be considered to be in breach of or default under these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond its reasonable control, so long as it uses commercially reasonable efforts to avoid or remove those causes of non-performance. If Chassis believes in good faith that it is legally prohibited from providing you or your Authorized Users with the Services, we may freeze your account and/or cancel your subscription at Chassis's sole discretion.

11.7. Notices. Any notices or other communications provided by Chassis under these Terms, including those regarding modifications to these Terms, will be given by Chassis via e-mail. The date of receipt will be deemed the date on which such notice is transmitted.

11.8. Severability. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision hereof and it is the intent and agreement of the parties that these Terms will be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is legal and enforceable and that achieves the same objective.

11.9. Groups. Certain features of the Services may allow you to participate in teams, groups or organizations (each a "Group"). In those situations, the administrator, owner, or equivalent of the Group ("Admin") is responsible for the compliance of these Terms by each other member of the Group, payment of the Subscription Fee (if applicable), and all matters related to the Group. For clarity, each member of the Group is still responsible for their own compliance with these Terms.

11.10. Assignment. These Terms (and your access to any of the Services) are not assignable or transferable by you without our prior written consent. Any purported assignment in violation of this section is null and void.

11.11. Service Providers. For the avoidance of doubt, Chassis may engage third parties as service providers to the Services (for example, as of the date of these Terms, Chassis hosts the Services on Amazon Web Services).

11.12. No Partnership. No agency, partnership, joint venture, or employment is created as a result of these Terms, and neither party has any authority of any kind to bind the other party in any respect whatsoever.

11.13. Governing Law. These Terms will be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

11.14. Dispute Resolution for Individuals

You and we both agree to resolve disputes related to your use of the Services or these Terms (each, a “Claim”) in binding arbitration instead of court, except that either party may bring suit in court to enjoin the infringement or other misuse of intellectual property rights.

What is arbitration?

Arbitration does not involve a judge or jury. Instead, a neutral person (the “arbitrator”) hears each party’s side of the dispute and makes a decision that is finally binding on both parties. The arbitrator can award the same relief as a court could, including monetary damages. While court review of an arbitration award is limited, if a party fails to comply with the arbitrator’s decision, then the other party can have the arbitration decision enforced by a court.

Can a Claim be part of a class action or similar proceeding?

NO. YOU AGREE TO RESOLVE YOUR CLAIMS WITH US SOLELY ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A CLASS, REPRESENTATIVE OR CONSOLIDATED ACTION. WE AGREE TO DO THE SAME, WHETHER OR NOT YOU OPT OUT OF ARBITRATION. ACCORDINGLY, UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR MEMBER IN ANY CLASS, REPRESENTATIVE OR CONSOLIDATED ACTION.

What rules apply in the arbitration?

The arbitration will be conducted under the American Arbitration Association (“AAA”) Consumer Arbitration Rules (the “AAA Rules”). The AAA Rules are available at www.adr.org or by calling 1-800-778-7879.

How will the arbitration be conducted? How much does it cost?

The arbitration will be conducted by the AAA or a comparable arbitration body in the event the AAA is unable to conduct the arbitration. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

Unless the arbitrator finds your Claim frivolous, we’ll pay for all filing, administration and arbitrator fees if your Claim is for less than \$10,000, and we won’t seek our attorneys’ fees and costs if we prevail in the arbitration. The arbitration may be conducted in writing, remotely (e.g., by videoconference), in San Francisco, California, United States or at some other location that we both agree to.

How do I start an arbitration proceeding?

To begin an arbitration proceeding against us, send a letter requesting arbitration and describing your Claim to legal@onchassis.com. If we request arbitration against you we will give you notice at the email address or street address you provided.

INSTRUCTIONS FOR OPTING-OUT OF ARBITRATION

If you don't want to agree to arbitrate your Claims as explained above, then you can opt-out of this arbitration agreement by notifying us of your decision in writing at legal@onchassis.com. You must opt-out within 30 days of the date you first agree to these Terms or any updated Terms.

DISPUTE RESOLUTION IN THE ABSENCE OF ARBITRATION

The sole jurisdiction and venue for any Claims that are not handled by arbitration will be the state and U.S. federal courts located in San Francisco, California, and both parties consent to the jurisdiction of such courts. BY ENTERING INTO THESE TERMS, YOU AND CHASSIS ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY.

This Section 11.14 only applies to Claims between us and individuals, and is governed by The Federal Arbitration Act.

11.15. Dispute Resolution for Entities. If you are accessing and using the Services on behalf of a company or other legal entity, any claim, cause of action, or dispute between the company or other legal entity and Chassis arising out of or relating to these Terms or the Services will be resolved exclusively accordingly to the process set forth in Section 11.14, except that, to the extent legally permitted, (1) each party will be responsible for their own filing, administrative, arbitrative and similar fees, (2) the losing party will pay the prevailing party for all costs and attorney's fees and (3) the AAA Commercial Arbitration Rules will apply to any arbitration between us.

11.16. Interpretation. Whenever the words "including," "include," or "includes" are used herein, they will be deemed to be followed by the phrase "without limitation."

11.17. Beta Features. Product features clearly identified as Alpha or Beta features (collectively "Early Access Features") made available by Chassis are provided to you for testing purposes only, and Chassis does not make any commitment to provide Early Access Features in any future versions of the Services. You are not obligated to use Early Access Features. Chassis may immediately and without notice remove Early Access Features for any reason without liability to you. Notwithstanding anything to the contrary in the Terms, all Early Access Features are provided "AS IS" without warranty of any kind and without any performance obligations.

11.18. Government Use. If you are a U.S. government or U.S. public entity (or use of the Services is for the U.S. government), the following terms apply:

a. **Use By or For the U.S. Government.** The Services and related documentation are “commercial items” (as defined at 48 C.F.R. §2.101), consisting of “commercial computer software” and “commercial computer software documentation” (as used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable). In accordance with 48 C.F.R. § 12.211-12.212 and 48 C.F.R. §§ 227.7102 and 227.7202, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in these Terms, except that, for U.S. Department of Defense agencies and end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a U.S. Government agency or end user has a need for rights not conveyed under these terms, it must negotiate with Chassis to determine if there are acceptable terms for transferring such rights, and a mutually acceptable addendum to these Terms will be required in any applicable contract or agreement.

b. **Waived Terms.** The sections in these Terms titled “Dispute Resolution,” “Indemnity,” and any other terms inconsistent with federal law are hereby waived to the extent they are inconsistent with federal law.

11.19. **Entire Terms.** These Terms supersedes all other agreements between the parties relating to its subject matter. The parties expressly agree that any different or additional terms set forth in any purchase order, vendor portal, code of conduct, or other similar documentation provided by you will not apply between the parties even if signed, acknowledged, or accepted by Chassis, unless Chassis specifically references this clause and waives its rights.