Terms of Use

Welcome to AppSheet, a platform service (the "**AppSheet Services**") designed to easily create, distribute, and use mobile applications ("Applications"). These terms of use ("**Terms**") are between AppSheet, Inc. ("**AppSheet**" or "**we**") and the entity or person placing an order for or accessing the Services ("**you**").

By accessing or using AppSheet Services, you agree to be bound by these Terms. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU ARE NOT AUTHORIZED TO SUBSCRIBE TO, ACCESS OR USE THE APPSHEET SERVICES IN ANY MANNER, AND YOU MUST STOP DOING SO IMMEDIATELY.

If you are accessing or using the AppSheet Services on behalf of a corporation or other legally recognized entity having the ability to enter into agreements, these Terms are legally binding between that organization as well as individual Application users and Application creators ("**End Users**") acting for or on behalf of that organization.

Keeping our End Users happy with the AppSheet Services is vital to AppSheet. The AppSheet Services are often updated in rapid development phases. Please let us know if something does not work as expected, and we will work to fix problems as fast as we are reasonably able. If at any time you are dissatisfied with AppSheet Services and want to stop being an End User, please send an email to support@appsheet.com and we will work with you to close your account.

1. **Maintenance; Suspension, Termination, Modification of Service**. Because the AppSheet Services are evolving, we may change them or remove features at any time, without notice. The AppSheet Services also may be temporarily unavailable from time to time for maintenance or other reasons. We may suspend theAppSheet Services if (a) necessary to comply with law or protect the AppSheet Services or AppSheet's infrastructure supporting the AppSheet Services or (b) you or any End User's use of the AppSheet Services violate these terms and it is not cured following notice from AppShet. In particular, Applications that contain content that we believe is inappropriate may not be created, continued, enabled or supported with the AppSheet Services.

2. **Application Creators**. You must be 13 years or older to use the AppSheet Services. Applications are defined by data, configuration, and content provided by you ("**Creator Content**"). You retain all rights in and are solely responsible for any Creator Content that you create with the AppSheet Services and distribute to anyone, including your End Users. You represent and warrant that you own or have acquired all of the necessary rights to use such Creator Content with the AppSheet Services and doing so does not misappropriate, infringe or violate in any way any third party's rights or violate any laws. Your use of Creator Content and User Content (defined below) is solely and entirely at your own risk and you agree is governed solely and exclusively by any agreement, terms or other understanding between you and those End Users. You recognize that AppSheet Applications cannot be executed without the AppSheet Services, and that your rights in any Creator Content do not include any right to AppSheet Content (as defined below).

2.1 **How AppSheet can use Creator Content**. You grant AppSheet a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, reproduce, save, modify, create derivative works, perform, and distribute your Creator Content on AppSheet Services solely for the purposes of operating, developing, improving, providing, and using the AppSheet Services. Nothing in these Terms shall restrict other legal rights AppSheet may have

to Creator Content, for example under other licenses. We reserve the right to remove or modify Creator Content for any reason, including Creator Content that we believe violates these Terms or our policies.

3. **Application Users**. You retain all rights in and are solely responsible for any content that you upload, publish, display, use, or link to (hereinafter, "post") using AppSheet Applications ("**User Content**"). By posting User Content to any Application, you represent and warrant that you have obtained the necessary rights to post such User Content and such posting does not misappropriate, infringe, or violate in any way any third party's rights or violate any laws. There may be additional terms of use that the Application creator establishes and that you should be aware of and conform to. We are not responsible for the accuracy or reliability of Applications created with AppSheet Services, any and all Creator Content and User Content that the Applications manage and provide, and the functionality that they expose.

3.1 **How AppSheet can use User Content**. You grant AppSheet a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, reproduce, save, modify, create derivative works, perform, and distribute your User Content on AppSheet Services solely for the purposes of operating, developing, improving, providing, and using the AppSheet Services. Nothing in these Terms shall restrict other legal rights AppSheet may have to User Content, for example under other licenses. We reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms or our policies.

4. **Privacy Policy**. We care about the privacy of our creators and users. Use of AppSheet is governed by our privacy policy.

5. **Confidentiality**

5.1 **Use and Disclosure of Confidential Information**. The Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under these Terms, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Recipient may disclose the Disclosing Party's Confidential Information (a) to its representatives who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) regardless of any other provision in these Terms, as strictly necessary to comply with an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process ("**Legal Process**"), provided the Recipient promptly notifies the Disclosing Party prior to such disclosure unless legally prohibited from doing so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information.

5.2 **Redirect Disclosure Request**. If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will first attempt to redirect the third party to request it from the Disclosing Party directly. To facilitate this request, the Recipient may provide the Disclosing Party's basic contact information to the third party.

5.3 "**Confidential Information**" means information that one party or its affiliate ("**Disclosing Party**") discloses to the other party ("**Recipient**") under these Terms, and that is marked as confidential or would normally be considered confidential information under the circumstances. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or is or

becomes public through no fault of the recipient. Notwithstanding the foregoing, government agencies are subject to the Freedom of Information Act (FOIA) or similar Open Records/Sunshine law. AppSheet acknowledges that those laws apply and will prevail to the extent they conflict with Section 5 of these Terms..

6. **AppSheet Content**. Except for User Content and Creator Content, all content in the AppSheet Services ("**AppSheet Content**") is the proprietary property of AppSheet and/or its suppliers or licensors. Subject to these Terms and any other applicable agreement between you and AppSheet, you are granted a non-exclusive and limited right to access and use AppSheet Services through the AppSheet website, AppSheet mobile services, and all content AppSheet makes available to you therein in accordance with these Terms. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any other rights or license to AppSheet's confidential information, confidential materials, trade secrets or intellectual property rights, whether by estoppel, implication or otherwise. AppSheet Services is protected to the maximum extent permitted by copyright laws and international treaties. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the AppSheet Services. If you are a content owner and believe your content has been infringed by the AppSheet Services or Applications, please contact us at support@appsheet.com.

AppSheet is a registered trademark of AppSheet, Inc. All other trademarks are property of their respective companies. All trademarks and registered trademarks are protected by US and international trademark laws.

7. **AppSheet Partner Program Authorization**. In order for you to be or remain authorized to access and use the AppSheet Services or Applications or both for the benefit of any unrelated third party who compensates you for the same (i.e., customers or clients), you must have registered or register with AppSheet as an AppSheet Solution Partner ("**Solution Partner**") and have entered into a current and active (not expired or terminated) Solution Partner Agreement with AppSheet. The preceding sentence does not apply if you are (1) a permanent employee who accesses and uses the AppSheet Services for the benefit of his/her employer, although, in such case the "subscriber" to the AppSheet Services must be the actual organization or individual who employs you, or (2) any company providing the AppSheet Services for the benefit of another company that it controls, is controlled by or is related to by common control of another company. For purpose of clause (2) in the preceding sentence, the terms "control" and "controlled" mean the ability of one person or company directly or indirectly to manage the operations and activities of the other company or companies through ownership of at least a majority interest of the equity and related voting power of each controlled company or companies. If you have not registered as an AppSheet Solution Partner and entered into a Solution Partner Agreement with AppSheet, you must do so immediately in order to continue accessing and using the AppSheet Services and any Applications, and also to receive or continue to receive the valuable support and benefits AppSheet offers to its AppSheet Solution Partners. Details for registering as an AppSheet Solution Partner are located on our website.

8. **Links to Other Websites; U.S. Only, U.S. Export Controls.** The AppSheet website and the AppSheet Services may contain (or you may access through the AppSheet Services) links to other websites controlled by third parties ("**Third Party Sites**"). AppSheet is not responsible for any Third Party Site accessed through the AppSheet Services or content provided by such third parties. You should use your judgment in relying on Third Party Sites. Your use of AppSheet is subject to all applicable local, state, national and international laws and regulations.

AppSheet is a U.S. company and is required to comply with U.S. economic sanctions, and AppSheet technology and software are subject to U.S. export controls. You may not, and agree that you shall not, download, export or otherwise re-export or provide any software, technology, goods, or services from the AppSheet Services, directly or indirectly, (i) into or to any individual or entity located in, domiciled in, a resident of, controlled by the government of, or organized under the laws of a country or region that is that target of comprehensive territorial U.S. sanctions (currently, Crimea, Cuba, Iran, North Korea, Sudan, and Syria) (each, a "**Sanctioned Country**"); or (ii) to anyone listed on or, directly or indirectly, owned, in whole or part, by any individual or entity on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons or any other U.S. government list of parties with respect to which transactions are forbidden or restricted (each, a "**Restricted Persons List**"), or otherwise in violation of U.S. economic sanctions or export controls. You represent and warrant that you are not (i) located in, domiciled in, a resident of, controlled by the government of, or organized under the laws of any Sanctioned Country, or (ii) listed on, or owned, directly or indirectly, in whole or part, by one or more individuals or entities on, any Restricted Persons List.

9. **Subscription Plans**. AppSheet provides multiple subscription payment plan options with the ability for creators and/or users to subscribe to these plans. All paid plans must enter a valid payment method to which charges are automatically applied. Free accounts are not required to provide payment method information. Plans are billed in advance for the payment period (monthly or annual) and are non-refundable. There will be no refunds or credits for partial periods of service, or refunds for periods unused with an open account. All charges are exclusive of all taxes, levies, or duties imposed by taxing authorities. You shall be responsible for payment of all such taxes, levies, or duties. AppSheet reserves the right to modify payment plans at any time upon 30 days notice.

10. **No Warranties**. AppSheet, and all content, third-party content, products and services included in the AppSheet Services are provided "as is," with no warranties whatsoever. AppSheet on its behalf and on behalf of its suppliers disclaims all warranties of any kind, whether express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose, title or non-infringement. AppSheet does not represent or warrant that AppSheet Services will meet your requirements or that it will be uninterrupted, timely, secure, or error free. Access to and use of AppSheet Services is at your sole risk. AppSheet and its suppliers are not responsible for any damage that results from your use of AppSheet Services or Applications.

11. **Limitation of Liability.** Under no circumstances shall AppSheet or its suppliers be liable to you or anyone including without limitation subscribers, users or creators of the AppSheet Services or Applications on account of (i) your use or misuse of or reliance on AppSheet or content contained thereon or (ii) your inability to use AppSheet, or the interruption, suspension, or termination of the sites related to AppSheet Services (and including such damages incurred by third parties).

11.1 **Disclaimer of Certain Damages**. You agree that AppSheet and its suppliers, and each of their respective officers, directors, stockholders, members, and employees are not and will not be liable to you for incidental, special, indirect, punitive or consequential damages, even if they were aware in advance that such damages were possible.

11.2 **Limitation of Liability**. In no event shall AppSheet or its suppliers, or their respective officers, directors, stockholders, members, and employees be liable to you for any damages arising out of your use of AppSheet Services and Applications in an amount that exceeds $100.

Such limitation of liability shall apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you. In these jurisdictions, however, AppSheet's liability will be limited to the greatest extent permitted by applicable law.

12. **RESERVED**

13. **Miscellaneous**

13.1 **Waiver and Severability of Terms**. AppSheet's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

13.2 **Choice of Law and Forum**.

> a. **For State and City Government Entities**. If the Customer is a city or state government entity, then the parties agree to remain silent regarding governing law and venue.
>
> b. **For Federal Government Entities**. If Customer is a federal government entity then the following applies: This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (i) the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law; and (ii) FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.
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> c. **For All other Entities**. If Customer is any entity not set forth in Section 16.10(a) or (b) then the following applies: This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

13.3 **Statute of Limitations**. We each agree that any cause of action arising out of or related to AppSheet must commence within one year after the cause of action arose; otherwise, such cause of action is permanently barred. Some jurisdictions may prohibit the shortening of the time period in which a cause of action must be brought. In all such jurisdictions, the applicable time period shall be the minimum allowed by law.

14. **Submissions**. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about AppSheet Services ("**Submissions**") provided by you are voluntary and non-confidential. We may use Submissions for any for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

15. **Notices**. All notices to a party shall be in writing and shall be made either via e-mail or conventional mail. AppSheet may broadcast notices or messages through AppSheet Services to inform you of changes to these Terms, the AppSheet Services, or other matters of importance.

16. **Changes in Terms of Use**. We reserve the right to modify these Terms from time to time. If we modify these Terms, we will indicate that we have done so by updating the date above. Unless AppSheet's change to the Terms is required by a court, judicial or administrative order issued by the competent authority or by applicable law, or applies to new services or functionality, then the following will apply: (i) If a change to the Terms has a material adverse impact on you, then you may object to the change by notifying AppSheet within 30 days after AppSheet provides notice; and (ii) If you so notify AppSheet, then you will remain governed by the Terms in effect immediately before the change until the earlier of: (A) the end of the then-current subscription term or (B) 12 months after the notice was given.

Privacy Policy

We care about and respect the privacy of your data.

The AppSheet service asks for and stores some of your personal contact information that you provide to us voluntarily, specifically your email address and any additional information you may provide to us voluntarily. Our service also collects and analyses service usage data across all its users. This privacy policy explains what data is recorded in each category and how this data is used.

Personal Information

You provide personally identifiable information when you sign up for our service. When you sign up via a third-party authentication provider (like Google or Dropbox), our service retrieves and saves some information about you from the provider. The specific information is controlled by the authentication provider and by the permissions you approve when you sign up. In particular, our service retrieves your email address.

In addition to the information we collect when you sign up, you may voluntarily provide us with additional personal information. For example:

- Your place of employment, when you complete a sales form on our website.
- Addresses, telephone numbers, additional email addresses, and other personally identifiable information you provide to us through any sales and marketing forms available on our website. This type of information helps us improve our business relationship with you.
- Your personally identifiable information will not be sold or rented to third parties in a way that identifies you as an individual. In the event that we are acquired by another company, your personally identifiable information may be part of the assets transferred to the acquiring party.

We may share anonymized, aggregated information with third parties as a way to understand, explain, and analyze our business (e.g., X% of our users used feature Y).

Application Data

The data that your applications collect and use reside in a third-party storage provider (e.g., Google Drive, Dropbox, etc.). Our service does not persist this data. However, in order to improve performance, we may temporarily cache data, images, and other files.

In order to interact with your data, our service maintains authentication (OAuth) tokens that allow our software to act "on your behalf" to read and write data. These tokens are securely stored along with your personal information.

Our mobile client is designed to work offline. As a result, all application data that the client uses can be cached locally. This data is typically not visible to other applications on the mobile device. There is one exception to this: photos taken by the user on the device are also stored in the camera roll on the device, where they are visible to other applications. This is done to make photograph management convenient for users.

Usage Data

Our service uses browser session cookies and browser local storage to maintain user session state. This helps to speed up user login. You can set your browser to disable cookies and local storage, but this will significantly compromise or disable product usability.

Our service logs usage information in encrypted log files, including the features you accessed on our site and standard browser-provided information. We use this information not only to debug issues and problems, but also to learn aggregated patterns across all our users and thereby improve our service.

Our service may send notifications via email and other notification mechanisms. We may employ clear gifs to track the effectiveness of our emails.

We may utilize multiple third-party products and services to help understand and analyze usage data on our site. Currently, we use Google Analytics, Hubspot, Intercom, and MixPanel, which collect usage data from your browser/app as you use our site. Each such third-party service has its own privacy policy. AppSheet commits to review third parties that receive information from AppSheet to certify their compliance to Privacy Shield Principles. AppSheet shall remain liable under the Principles if its agent (third party) processes such personal information in a manner inconsistent with the Principles, unless AppSheet proves that it is not responsible for the event giving rise to the damage.

We may share anonymized, non-personally identifiable usage data with third-party partners to understand, analyze, or explain aggregate customer usage of our service.

Data Security and Durability
We store user personal information and access tokens in databases hosted by cloud-computing hosting providers. We take reasonable technical steps to protect your information, including the use of passwords, OAuth, secure HTTP, etc. However, we cannot guarantee that your information is immune to a breach in the security and privacy mechanisms implemented by us and the hosting providers. If at any moment a breach of information occurs, we will notify the affected users via email within 72 hours after a confirmed incident.

Third-Party Sites
Our service provides you with links to third party sites. Once you click on a link to a third-party site, the privacy policy of that third party site is in effect.

Communication
Our service uses email and other available communication channels to interact with you once you start using AppSheet. These communication channels have their own limitations with respect to message security and privacy, and to the extent your information is communicated on those channels, it is subject to those limitations.

You may opt out of receiving promotional emails from AppSheet by following the instructions in those emails. If you opt out, we may still send you non-promotional emails, such as emails about your AppSheet account, apps, or our ongoing business relationship.

How we use your information
AppSheet will use your information to:

- Better communicate with you and maintain a business relationship, and
- Improve the AppSheet service

- As required by applicable law, legal process, or regulation.
- The information that you provide to us about you will be used to provide better communications and improve our commercial relationship with you. Information about your usage of the platform helps us improve the AppSheet service. We may also use your personal information in response to lawful requests when applicable by law, legal process, or regulation.

Upon request, AppSheet will provide you with information about whether we hold any of your personal information. AppSheet retains your data while you are a customer and use our service and will delete your personal information upon written request. You may also send requests about your contact preferences, changes, and deletions to your information including requests to opt-out of sharing your personal information with third parties by emailing support@appsheet.com. AppSheet will respond within a reasonable time frame to any request to delete your information. Individuals who have provided information to AppSheet customers through applications created using the AppSheet service must send requests to change or delete such information to the specific AppSheet customer.

Opting Out
If at any time you are dissatisfied with our service and want to stop being a user (we hope not!), please send an email to support@appsheet.com and we will delete your account. We may retain some information for a reasonable period of time for reporting and auditing purposes. We may retain and utilize your historical non-personally identifiable usage information indefinitely for analysis and learning purposes.

Contacting AppSheet, Privacy Shield compliance, and Dispute Resolution
We maintain and review an extensive control environment which includes regular training delivered to all our employees on adequate information security policies. Our security policies provide for disciplinary action if our employees fail to follow this Privacy Policy and our Information Security Policy. We periodically review and evaluate these policies for compliance.

Where applicable, AppSheet is subject to the investigatory and enforcement powers of the Federal Trade Commission.

AppSheet complies with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States. AppSheet has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit https://www.privacyshield.gov/

In compliance with the Privacy Shield Principles, AppSheet commits to resolve complaints about our collection or use of your personal information. EU and Swiss individuals with inquiries or complaints regarding our Privacy Shield policy should first contact AppSheet at:

- Email: support@appsheet.com
- Postal: AppSheet, Inc, 14419 Greenwood Ave N #180, Seattle, WA 98133, USA

AppSheet has further committed to refer unresolved Privacy Shield complaints to JAMS, an alternative dispute resolution provider located in the United States. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your

satisfaction, please contact or visit https://www.jamsadr.com/eu-us-privacy-shield for more information or to file a complaint. The services of JAMS are provided at no cost to you.

AppSheet commits to cooperate with EU data protection authorities and the Swiss Data Protection and Information Commissioner and complies with the advice given by such authorities with regard to human resources data transferred from the EU and Switzerland in the context of employment relationship when applicable.

As a last resort and in limited situations, EU individuals may seek redress from the Privacy Shield Panel, a binding arbitration mechanism.

California Users
Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice:

If you have a question or complaint regarding the site, please send an email to support@appsheet.com. You may also contact us by writing to AppSheet, Inc. 4419 Greenwood Ave N #180, Seattle, WA 98133, USA, or by calling us at (206) 486-4185. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Changes to the Privacy Policy
Our service evolves rapidly. As our service and product evolve, we may make changes to our privacy policy and reserve the right to do so. If we change this privacy policy, we will make a note of it on our site and send you an email communication with the updates. Unless AppSheet's change to the privacy policy is required by a court, judicial or administrative order issued by the competent authority or by applicable law, then the following will apply: (i) If a change to the privacy policy has a material adverse impact on you, then you may object to the change by notifying AppSheet within 30 days after AppSheet provides notice; and (ii) If you so notify AppSheet, then you will remain governed by the privacy policy in effect immediately before the change until the earlier of: (A) the end of the then-current subscription term or (B) 12 months after the notice was given.