

## General Terms

Last updated January 15, 2018

Your relationship with Classy and your use of Classy's products and services (including your licensing of Classy's Platform, your use of Services, and/or your purchase, leasing, or licensing of Third Party Products) are subject to the terms and conditions set forth herein and are between you and Classy. Capitalized terms are defined in Section 7 below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, you (referred to herein as "**Client**") must first agree to this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to you by Classy in the user interface for any Product; (b) where a link to this Agreement appears in an order form, Schedule, or other document provided to you by Classy, by signing such document; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually using the Products. In the case of (d), you understand and agree that Classy will treat your use of the Products as acceptance of this Agreement from that point onwards. You may not use the Products and may not accept this Agreement if (i) you are not of legal age to form a binding contract with Classy, or (ii) you are a person barred from receiving the Products under the laws of the U.S. or other countries, including the country in which you are a resident or from which you use the Products. You may not use the Products if you do not accept this Agreement. By accepting this Agreement, you agree as follows:

### 1. AGREEMENT STRUCTURE AND SCOPE.

**1.1 General Terms and Incorporation of Product Terms.** This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of the Platform and the provision of Products.

**1.2 Incorporation of Schedules.** The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

**1.3 Incorporation of Third Party Terms.** Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party Terms.

**1.4 Affiliates.** Client's Affiliates may order Products from Classy (or one of Classy's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Classy (or an

Affiliate of Classy), reference in this Agreement to “Client” and “Classy” will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

## **2. FINANCIAL TERMS.**

**2.1 Fees; Payment Terms; Currency.** Fees, currency, and payment terms are specified in the applicable Schedule. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Classy are due from Client within 30 days from the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of 10% per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Classy for any fees and expenses incurred in its collection efforts. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future Products or functionality. Except as otherwise provided in a Schedule, Classy may modify the fees once per calendar year upon 30 days’ notice, provided that any such increase will not exceed 10% over the then-current fees.

**2.2 Taxes.** The prices in this Agreement do not include Taxes. Client is responsible for and agrees to pay any and all Taxes. If Client is tax-exempt, Client will send Classy a copy of its valid tax-exempt certificate (or, as applicable, its reseller’s certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to Client’s use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Classy provides Client with tools that assist Client in doing so. Client is responsible for accurately representing its tax status and providing the appropriate language in any receipts Client issues through the Platform. In the event that a governmental authority requires Classy to pay any Taxes attributable to Client’s use of the Products, Client agrees to defend, indemnify, and hold Classy harmless from all such Taxes and all costs and expenses related thereto.

**2.3 Other Payment Terms.** Each purchase may be subject to foreign exchange fees or differences in prices based on location (e.g., exchange rates). Classy may store and continue billing Client’s payment method (e.g., credit card) even after it has expired, to avoid interruptions in Client’s use of the Products and to use to pay for other Products that Client elects to purchase or license. If Client purchases a subscription, Client’s payment method may automatically be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, cancel before the applicable date in the Product Attachment.

## **3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION.**

**3.1 Reservation of Rights.** All rights not expressly granted in this Agreement are reserved by Classy and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Classy and/or its licensors will retain sole and exclusive ownership of and all rights, title, and interests in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Classy and its licensors.

**3.2 Restrictions.** Unless otherwise set forth in a Product Attachment or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Classy's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Classy or its licensors; (h) without Classy's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Classy in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes.

3.3 **Enforcement.** Client will (a) ensure that all users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Classy of any actual or suspected violation thereof; and (c) cooperate with Classy with respect to any investigation and enforcement of this Agreement.

3.4 **Intellectual Property Indemnification.** Classy agrees to defend, settle, and pay damages (including reasonable attorneys' fees) relating to third party claims, demands, causes of action, or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Client to the extent that such Claim is based upon the Protected Materials directly infringing a U.S. patent, registered U.S. copyright, or registered U.S. trademark, provided that the Protected Materials are used in compliance with this Agreement.

#### **4. DISCLAIMERS AND LIMITATION OF LIABILITY.**

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND CLASSY, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS.

4.2 CLASSY WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS OR REVENUE, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT CLASSY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLASSY'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (i) THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE

12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (ii) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, USD\$1,000 (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE.

4.3 THE LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY SET FORTH HEREIN (i) ONLY APPLY TO THE EXTENT PERMITTED BY LAW; AND (ii) IF YOU RESIDE OUTSIDE OF THE U.S., DO NOT AFFECT CLASSY'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4.4 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING CLASSY UNDER THIS AGREEMENT, REFERENCE TO CLASSY WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

## **5. TERM AND TERMINATION.**

5.1 **Term.** Unless otherwise set forth in the applicable Schedule, the term will be as set forth in the applicable Product Attachment.

5.2 **Termination.** Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the U.S. Bankruptcy Code, as amended, or under any similar laws or statutes of the U.S. or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the U.S. Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all

Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of these General Terms. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Classy, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Classy result in a refund of fees paid.

## **6. GENERAL PROVISIONS.**

**6.1 U.S. Government Restricted Rights.** The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Classy, Inc. or one of its Affiliates or subsidiaries.

**6.2 Suspension.** Classy will be entitled to suspend any or all Services or deactivate Client's account, including suspending its performance, upon 10 days' written notice to Client in the event Classy reasonably believes that Client is in breach of this Agreement, or immediately, if Classy reasonably believes that Client is violating applicable law, rule, or regulation.

**6.3 Force Majeure.** Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this Section, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

**6.4 Assignment.** Classy may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Except as provided in an applicable Product Attachment, Client may not assign or transfer this Agreement without the prior written consent of Classy.

**6.5 Export; Anti-Bribery.** The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the

export, re-export, transfer, or re-transfer of or provide access to any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

**6.6 Notices.** Any notices required to be given under this Agreement will be in writing sent to the address on file with Classy for Client or, in the case of Classy, to the address set forth in Section 7 of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

**6.7 Relationship.** This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

**6.8 Severability.** If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent

and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

**6.9 Survival.** The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 4, 5.2, 6, 7, and 8 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

**6.10 Amendments; No Waiver.** No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.

**6.11 Entire Agreement.** This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client (i) purchase order, (ii) business processing document, or (iii) on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

**6.12 No Third Party Beneficiaries.** This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Classy under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

**6.13 Governing Law and Venue.** This Agreement will be governed by the laws of the State of California, without giving effect to the conflict of law provisions thereof. The parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in any state or federal court in San Diego, California. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement.

**6.14 Order of Precedence.** To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment



will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of Third Party Terms, the Third Party Terms will control. In the event of a conflict between a Schedule and these General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment (as applicable) will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule.

**6.15 Interpretation.** Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word “including” in this Agreement means “including, without limitation.” All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

**6.16 Counterparts.** These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

**6.17 Remedies Cumulative; Injunctive Relief.** Except as specifically set forth in this Agreement, all rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Classy, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

## **7. DEFINITIONS.**

“**Affiliates**” of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition “controlled” and “control” mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

“**Agreement**” means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

**“Classy”** means Classy, Inc., with a principal place of business at 350 Tenth Avenue, 13<sup>th</sup> Floor, San Diego, CA 92101, together with its Affiliates.

**“Client”** means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

**“Documentation”** means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Classy, regarding the use of the applicable Product, as updated by Classy from time to time.

**“Effective Date”** means the date that Client accepts this Agreement (as described in the Preamble).

**“Export Laws”** means export control laws and regulations of the countries and/or territories in which Classy operates or in which the Products are used, accessed, or from which the Products are provided.

**“General Terms”** means this document, exclusive of Product Attachments and Schedules.

**“Hardware”** means computer hardware, equipment, and/or utilities supplied by Classy pursuant to a Schedule.

**“Intellectual Property”** means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Classy has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

**“Preamble”** means the first paragraph of these General Terms.

**“Product Attachment”** means additional Product-specific terms and conditions set forth in one or more documents referenced in the applicable Schedule.

**“Product(s)”** means, collectively, the Platform, Services, Third Party Products, and all other services, products, or materials provided by Classy to Client under the terms of this Agreement.

**“Professional Services”** means the implementation, site planning, configuration, integration, and deployment of the Platform, training, project management, and other consulting services. Client expressly agrees that Classy will not solicit on its behalf, nor will Classy provide any professional fundraising consulting services

**“Protected Materials”** means Products, except for Third Party Products.

**“Platform”** means (a) the software as a service which is hosted by Classy or its hosting providers and which is accessed by Client and its users via the internet; (b) Classy’s web sites; and (c) associated services, as more fully described in the applicable Product Attachment. The Platform’s functionality is subject to change from time to time at Classy’s sole discretion.

**“Services”** means, collectively, (a) Professional Services; (b) Support Services; and (c) any other services set forth in a Schedule.

**“Schedule”** means the document, schedule, quote, pricing form, statement of work, web page, order form, or similar document and the terms and conditions contained therein “accepted” (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, term, features, options, license details, and fees.

**“Support Services”** means the provision of technical assistance for the Platform or Hardware as further described in an applicable Product Attachment and/or Schedule.

**“Taxes”** means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Classy’s net income.

**“Third Party Terms”** means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

**“Third Party Products”** means those services (including software as a service), Hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.