

# UPNOTCH LICENSE AGREEMENT

---

OPEN NETWORK USER LICENSE AGREEMENT.....	PAGE 1
ENTERPRISE LICENSE AGREEMENT.....	PAGE 3

---

## UPNOTCH OPEN NETWORK USER LICENSE AGREEMENT

### 1. Upnotch Inc.

This Upnotch License Agreement (“Agreement”) is entered into between Upnotch Inc., a Delaware corporation (“Upnotch”), having a business mailing address at PO Box 306, Bellevue, WA 98009, and any individual who accesses or uses the Upnotch Open Network (“User”). By registering for, accessing, or using the Open Network, the User agrees to be bound by the terms of this Agreement.

**Right to Remove Access.** In the Open Network, Upnotch reserves the right to remove access to any person, entity, or company without any explanation and without any prior notice.

### 2. Grant of License.

- (i) **License.** Subject to the terms of this Agreement, Upnotch grants the User a limited, personal, non-transferable, and non-exclusive right to access and use the Open Network for professional networking and mentorship purposes.
- (ii) **Restrictions.** User may not resell, scrape, extract, reverse-engineer, or otherwise misuse Upnotch content or data.
- (iii) **Access.** User accounts are personal and may not be shared.

### 3. Content & Conduct Guidelines.

- (i) **Community Standards.** Users must follow Upnotch’s Community Guidelines.
- (ii) **Prohibited Actions:**
  - No illegal activities.
  - No impersonation, spam, harassment, or deceptive conduct.
  - No spamming, recruiting, prospecting, or selling services on the platform.
  - No bots, automated scraping, or unauthorized data extraction.
  - No sexually explicit, discriminatory, hateful, or threatening content.
  - No misuse of another member’s account.
- (iii) **Reporting.** Members are encouraged to report inappropriate content or behavior. Upnotch reserves the right to remove any content or user in violation of these rules.

### 4. Mentorship & Praise Features.

- (i) **Mentorship Sessions.** Users may log mentorship sessions. These logs are visible to all Upnotch members. Users should consider potential professional implications before logging sessions. If any consequences arise from other members (including but not limited to employers) viewing this logged session, such as employment disputes or termination, Upnotch is not responsible or

**Upnotch Inc. Connect. Influence. Mentor.**

PO Box 306, Bellevue, WA 98009

WEBSITES: [WWW.UPNOTCH.COM](http://WWW.UPNOTCH.COM) | EMAIL: [INFO@UPNOTCH.COM](mailto:INFO@UPNOTCH.COM)

liable. Members are urged to exercise discretion when logging sessions, considering the potential visibility and implications within their professional environment.

- (ii) **Praise Feature.** Praise provided to other members is publicly visible. Users should use this feature thoughtfully.
- (iii) **User Content License.** Either Party may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets, provided that the assignee agrees in writing to be bound by the terms of this Agreement. Any other assignment shall require the prior written consent of the non-assigning Party, not to be unreasonably withheld.

## 5. Disclaimers.

- (i) **Connections & Advice.** Upnotch is not responsible for any advice, connections, or actions taken between members. All advice and interactions are at the User's own risk.
- (ii) **Information Exchange.** Upnotch is not responsible for information shared between members, including confidential or private data.
- (iii) **Platform Availability.** Upnotch provides services on a "reasonable efforts" basis. Uptime and service continuity are not guaranteed.
- (iv) **Privacy Policy.** Use of the Open Network is subject to Upnotch's Privacy Policy, available at <https://www.upnotch.com/privacy-policy>, which is incorporated into this Agreement by reference.
- (v) **Third-Party Services.** The Open Network may contain links to, or interoperate with, third-party websites, applications, or services (including but not limited to Google and Microsoft calendar integrations, Zoom, Slack, and Upnotch's video calling features). Upnotch does not control and is not responsible for the content, products, or services of such third parties. Use of any third-party service is at the User's sole risk and is subject to that third party's terms and conditions.

## 6. Inactivity.

Upnotch reserves the right to remove or deactivate any user account that exhibits prolonged inactivity on the platform. The determination of what constitutes "inactivity" shall be at the sole discretion of Upnotch. Users removed under this provision will be notified and may appeal for reactivation.

## 7. Confidentiality.

Users are responsible for the confidentiality of their own information. Users should not disclose confidential or proprietary information on the platform.

## 8. Termination.

- (i) Upnotch may suspend or terminate any User's account at any time, with or without cause, and without notice.
- (ii) Users may close their account at any time through the platform.
- (iii) Upon termination, all rights to access the Open Network cease immediately.

## 9. Minimum Age.

**Upnotch Inc. Connect. Influence. Mentor.**

PO Box 306, Bellevue, WA 98009

WEBSITES: [WWW.UPNOTCH.COM](http://WWW.UPNOTCH.COM) | EMAIL: [INFO@UPNOTCH.COM](mailto:INFO@UPNOTCH.COM)

Users must be at least **18 years of age** to access or use the Open Network. Accounts found to be operated by underage users may be terminated without notice. Users who believe their account has been incorrectly flagged for underage usage may appeal to Upnotch for review.

#### **10. Governing Law.**

This Agreement shall be governed by the laws of the State of Washington, U.S.A., without regard to conflict of law principles. Any disputes shall be resolved in the courts of King County, Washington.

#### **11. Company Usage & Responsibility.**

**Departed Employees.** If an employee who has been a part of a company's Upnotch community leaves that company, they may continue their individual membership on Upnotch. It is the responsibility of the company's community admin users to remove such individuals from closed company communities or groups.

#### **12. Modifications.**

Upnotch may update this Agreement at any time. Users will be notified of material changes, and continued use of the Open Network after notice constitutes acceptance of the new terms.

---

### **UPNOTCH ENTERPRISE LICENSE AGREEMENT**

#### **1. Upnotch Inc.**

This Upnotch License Agreement ("Agreement") is effective between Upnotch Inc., a Delaware corporation ("Upnotch"), having a business mailing address at PO Box 306, Bellevue, WA 98009, and the organization agreeing to these terms ("Licensee"). Upnotch and Licensee collectively are the "Parties" to this Agreement. Upnotch agrees to provide the Licensee with access to Upnotch Inc. according to the terms of this Agreement. The data, text, graphics, images, and analysis contained in Upnotch, excluding integrated data provided by Licensee, but inclusive of any such materials licensed by Upnotch from third-party information providers ("Information Providers"), and any portion thereof, shall hereinafter be referred to, individually and collectively, as "Upnotch."

#### **2. Grant of License.**

- (i) **Grant of License.** Subject to the terms and conditions contained in this Agreement, including the terms and conditions of the statement(s) of work agreed by the Parties, Upnotch hereby grants to Licensee a non-exclusive, non-concurrent, non-transferable, and non-sub-licensable right to access and utilize Upnotch and integrate the certain number of records licensed and authorized by the terms in the Invoice & Statement of Work, solely for internal use in Licensee's business.
- (ii) **Use and Attribution.** Licensee will not copy, distribute, resell or modify Upnotch except as approved in writing by Upnotch. Licensee may use elements of Upnotch in internal reports and analyses, provided proper attribution is given to Upnotch and any Information Providers credited by Upnotch.

**Upnotch Inc. Connect. Influence. Mentor.**

PO Box 306, Bellevue, WA 98009

WEBSITES: [WWW.UPNOTCH.COM](http://WWW.UPNOTCH.COM) | EMAIL: [INFO@UPNOTCH.COM](mailto:INFO@UPNOTCH.COM)

- (iii) **Data Integrity.** All information contained in Upnotch is obtained from sources believed to be reliable, but Upnotch and its Information Providers disclaim responsibility for errors or omissions. ALL UPNOTCH DATA IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND.
- (iv) **Limitations of Liability (Revised).** Except as provided below, neither Upnotch nor the Information Providers shall be liable for indirect, incidental, consequential, special, punitive damages, or lost profits. The aggregate liability of either party shall not exceed the total fees paid by Licensee in the twelve (12) months preceding the claim. This limitation shall not apply to: (a) death or personal injury caused by negligence, (b) fraud or fraudulent misrepresentation, (c) breach of confidentiality, (d) data protection/privacy violations (including regulatory fines directly attributable to a party’s acts or omissions), or (e) gross negligence or willful misconduct.
- (v) **No Reverse Engineering.** Licensee shall not reverse-engineer, disassemble, decompile, or use automated tools to extract data from Upnotch.
- (vi) **Access.** Each account may only be used by a single authorized user. Licensee shall safeguard credentials and notify Upnotch of any unauthorized use.

### 3. Withdrawal of Service.

Upnotch may cancel access to all or part of Upnotch if: (a) it becomes subject to a claim of infringement, (b) its continued use would violate applicable law or regulation, or (c) Upnotch discontinues the relevant service or feature. In such cases, Upnotch shall notify Licensee in a commercially reasonable manner and refund, pro rata, any prepaid fees for the canceled portion.

### 4. Intellectual Property.

- (i) **Ownership.** Licensee acknowledges and agrees that Upnotch has all right, title, and interest in and to Upnotch, including all ownership and intellectual property rights worldwide.
- (ii) **Upnotch Marks.** Licensee acknowledges Upnotch’s sole ownership of its trademarks, trade names, logos, and service marks.
- (iii) **Notice of Infringement.** Licensee shall promptly notify Upnotch of any infringement of Upnotch’s intellectual property it becomes aware of.
- (iv) **Copyright Rights.** Licensee acknowledges that Upnotch and its visual presentation are protected by copyright law and may not be reproduced or transmitted except as expressly permitted herein.
- (v) **Survival.** No integration, customization, or modification may override these intellectual property provisions.
- (vi) **Feedback.** Licensee grants to Upnotch a perpetual, worldwide, royalty-free, irrevocable license to use, copy, modify, and incorporate into its services any suggestions, enhancement requests, recommendations, or other feedback provided by Licensee or its users, without restriction or obligation to Licensee.

### 5. Protection of Data.

- (i) **Audit Rights (Revised).** Upnotch may audit Licensee’s use of the Services no more than once per year, with at least thirty (30) days’ prior written notice, solely to confirm compliance with license scope.

**Upnotch Inc. Connect. Influence. Mentor.**

PO Box 306, Bellevue, WA 98009

WEBSITES: [WWW.UPNOTCH.COM](http://WWW.UPNOTCH.COM) | EMAIL: [INFO@UPNOTCH.COM](mailto:INFO@UPNOTCH.COM)

- (ii) **Compliance.** Licensee is solely responsible for compliance with applicable laws relating to use of Upnotch data.
- (iii) **Data Ownership.** As between the Parties, all data submitted to the Upnotch enterprise account by Licensee or its authorized users ("Licensee Data") shall remain the property of Licensee. Upnotch obtains no rights in Licensee Data except the limited rights necessary to host, process, and transmit such data for the purpose of providing the Services under this Agreement.
- (iv) **Data Return & Deletion.** Upon expiration or termination of this Agreement, Upnotch shall, upon written request by Licensee made within thirty (30) days, make available to Licensee a copy of Licensee Data in a commonly used electronic format. After such thirty (30) day period, Upnotch shall have no obligation to maintain or provide Licensee Data and may securely delete or destroy all copies in its systems, except as required by law or retained in routine archival backups.
- (v) **Security & Incident Response.** Upnotch shall implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Licensee data. In the event of a confirmed unauthorized disclosure of Licensee data, Upnotch shall notify Licensee without undue delay, and in no event later than seventy-two (72) hours after confirmation, providing available details regarding the nature of the incident, affected data, and steps taken to mitigate its impact.

## 6. Term.

This Agreement is effective as of the Effective Date and shall have an initial term of one (1) year. It will auto-renew for successive one (1) year terms unless either Party gives at least thirty (30) days' prior written notice of non-renewal.

## 7. Fees and Terms of Payment.

- (i) **Fees.** Licensee shall pay all fees set forth in the contract/Order Form, payable in advance within thirty (30) days of invoice.
- (ii) **Late Payments.** Late amounts bear interest at 1.5% per month or the maximum allowed by law. If invoices exceed ninety (90) days outstanding, Upnotch may suspend access until resolved.
- (iii) **Taxes.** Licensee is responsible for all applicable taxes (excluding Upnotch's income taxes).
- (iv) **Refunds.** If Licensee terminates for Upnotch's uncured material breach under Section 14(i), or if Upnotch withdraws the Service under Section 3, Licensee shall be entitled to a pro-rata refund of prepaid unused fees. Prepaid fees are otherwise non-refundable.

## 8. Performance Standards.

Due to the inherent unreliability of the internet and third-party infrastructure, Upnotch shall have no liability for interruptions or reduced performance. Licensee agrees to hold Upnotch harmless from related claims.

## 9. SLA & Uptime.

Upnotch will use commercially reasonable efforts to maintain an average uptime of 99.5% per calendar month. As with all technology platforms dependent on servers, networks, and third-party infrastructure,

**Upnotch Inc. Connect. Influence. Mentor.**

PO Box 306, Bellevue, WA 98009

WEBSITES: [WWW.UPNOTCH.COM](http://WWW.UPNOTCH.COM) | EMAIL: [INFO@UPNOTCH.COM](mailto:INFO@UPNOTCH.COM)

occasional interruptions may occur. In the event of scheduled maintenance, Upnotch will provide at least forty-eight (48) hours' prior notice.

#### **10. Confidentiality.**

Each Party agrees to maintain the confidentiality of the other Party's Confidential Information, using precautions at least as rigorous as those it applies to its own. Confidentiality obligations do not apply to information that is public, independently developed, lawfully obtained, or required by law to be disclosed.

#### **11. Limitation of Liability.**

- (i) **Force Majeure.** Neither Party is liable for failures caused by events beyond its reasonable control (e.g., natural disasters, strikes, outages).
- (ii) **Special Damages.** Neither Party shall be liable for indirect or consequential damages, including lost profits.
- (iii) **Aggregate Liability.** Except as otherwise provided in Section 2(iv), the aggregate liability of either Party shall not exceed the total fees paid in the twelve (12) months preceding the claim.

#### **12. Representations and Warranties.**

- (i) **General.** Each Party represents and warrants that:
  - (a) it has the full power and authority to enter into and fully perform this Agreement in accordance with its terms;
  - (b) the execution, delivery, and performance of this Agreement will not conflict with or violate any agreement to which it is a party or by which it is bound, nor infringe upon the rights of any third party; and
  - (c) it will comply with all applicable laws and regulations in connection with its performance under this Agreement, including export control laws.
- (ii) **Upnotch Warranties.** Upnotch represents and warrants that it is the owner of Upnotch and has the right to grant the licenses provided herein.
- (iii) **Exclusion of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, UPNOTCH AND ITS INFORMATION PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY ARISING OUT OF ANY FAULTS, INTERRUPTIONS, OR DELAYS IN THE SERVICES OR ANY INACCURACIES, ERRORS, OR OMISSIONS IN UPNOTCH. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NO WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS (AS USED IN THIS SECTION, "WARRANTIES") ARE MADE AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY MADE BY THE OTHER EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

#### **13. Indemnification and Injunctive Relief.**

- (i) **Indemnification by Licensee.** Licensee shall indemnify and hold harmless Upnotch, its affiliates, and its Information Providers from and against all liabilities, damages, awards, settlements,

**Upnotch Inc. Connect. Influence. Mentor.**

PO Box 306, Bellevue, WA 98009

WEBSITES: [WWW.UPNOTCH.COM](http://WWW.UPNOTCH.COM) | EMAIL: [INFO@UPNOTCH.COM](mailto:INFO@UPNOTCH.COM)

losses, claims, and expenses (including reasonable attorney's fees and costs of investigation) ("Damages") due to any claim by a third party arising out of or relating to:

- a. the use of Upnotch by Licensee or its authorized users;
  - b. any breach or violation of this Agreement by Licensee;
  - c. any other activities of Licensee in connection with Upnotch, including infringement of any third party's intellectual property rights; or
  - d. as specifically provided elsewhere in this Agreement.
- (ii) **Indemnification by Upnotch.** Upnotch shall indemnify and hold harmless Licensee from and against any and all Damages due to any third-party claim that Upnotch infringes such third party's intellectual property rights; provided that:
- a. the relevant claim does not arise from any modification made by Licensee to Upnotch;
  - b. the relevant claim does not concern use of Upnotch in a manner that Upnotch has notified Licensee is unauthorized; and
  - c. Licensee allows Upnotch to control, and cooperates with Upnotch in, the defense or any related settlement negotiations.
- (iii) **Notice and Participation.** A party seeking indemnification under this Section 13 (the "Indemnified Party") must give the party from whom indemnification is sought (the "Indemnifying Party") prompt written notice of any claim; provided, however, that failure to give prompt notice will not relieve the Indemnifying Party of liability except to the extent it has suffered actual material prejudice by such failure. The Indemnifying Party and Indemnified Party will reasonably cooperate in the defense of any such claim.
- (iv) **Upnotch's Cure Options.** If any claim of infringement under Section 13(ii) is made or appears possible, Upnotch may, at its option:
- a. secure for Licensee the right to continue using Upnotch.
  - b. modify or replace Upnotch so that it is non-infringing; or
  - c. if neither of the foregoing is commercially practicable, terminate this Agreement and refund Licensee a pro-rata portion of prepaid unused fees. This Section 13(iv) states Upnotch's entire liability and Licensee's sole remedy with respect to any claim of infringement.
- (v) **Injunctive Relief.** Upnotch contains valuable trade secrets and proprietary information of Upnotch and its Information Providers. Any material breach of this Agreement will cause irreparable harm to Upnotch and its Information Providers for which monetary damages would be an inadequate remedy. Accordingly, Upnotch and its Information Providers shall be entitled to seek injunctive or equitable relief without the necessity of posting bond, in addition to any other rights or remedies available at law or in equity.

#### **14. Termination.**

- (i) Either Party may terminate for material breach uncured within thirty (30) days of notice (five (5) days for breaches of Sections 2 or 5).
- (ii) Either Party may terminate immediately upon insolvency or bankruptcy events.
- (iii) Licensee may terminate for convenience at any time (no refund).
- (iv) Upon termination, Licensee must cease use of Upnotch.

**Upnotch Inc. Connect. Influence. Mentor.**

PO Box 306, Bellevue, WA 98009

WEBSITES: [WWW.UPNOTCH.COM](http://WWW.UPNOTCH.COM) | EMAIL: [INFO@UPNOTCH.COM](mailto:INFO@UPNOTCH.COM)

(v) **Suspension/Removal of Access (Enterprise).**

Upnotch may suspend or terminate access to a user account or to the Licensee's entire account only if:

- a. Licensee, or any authorized user, materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice;
- b. suspension or termination is required by applicable law, regulation, or court order; or
- c. Upnotch reasonably determines that continued access poses an immediate security risk, threatens the integrity of the platform, or is likely to result in material legal liability.

In urgent cases under (b) or (c), Upnotch may act immediately but shall provide notice to Licensee as soon as reasonably practicable.

(vi) **Refunds.** If Licensee terminates for Upnotch's breach, or if Upnotch withdraws service under Section 3, Licensee will receive a pro-rata refund of prepaid unused fees.

**15. General.**

(i) **Governing Law & Arbitration (Revised).** This Agreement shall be governed by the laws of the State of Washington, U.S.A. Any dispute shall be resolved by binding arbitration in King County, Washington, under the AAA Commercial Rules. Nothing prevents either Party from seeking enforcement or injunctive relief in the courts of Licensee's country of residence. The Parties disclaim applicability of the CISG.

(ii) **Notices (Revised).** Notices may be delivered by email to designated contacts and will be deemed given upon confirmation of delivery. Where legally required, notices may also be sent by courier or registered mail.

(iii) **Modifications (Revised).** Upnotch may amend this Agreement by providing at least thirty (30) days' prior written notice. Material changes take effect at renewal. Licensee may terminate before renewal for material adverse changes, with a pro-rata refund of prepaid unused fees.

(iv) **Entire Agreement.** This Agreement and its Statements of Work constitute the entire agreement and supersede prior discussions.

(v) **Severability.** If any provision is invalid, the remainder remains enforceable.

(vi) **Survival.** Sections 4, 5, 10, 11, 13, and 15 survive termination.

(vii) **Publicity.** Upnotch may identify Licensee as a customer and may use Licensee's name and logo in its customer lists. Any other public use, including press releases, case studies, or marketing materials referencing Licensee, shall require Licensee's prior written consent.

(viii) **Assignment.** Either Party may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets, provided that the assignee agrees in writing to be bound by the terms of this Agreement. Any other assignment shall require the prior written consent of the non-assigning Party, not to be unreasonably withheld.