THE LEONA M. AND HARRY B.

HELMSLEY

CHARITABLE TRUST

Helmsley Fluxx Grants Portal Terms of Use

The Leona M. and Harry B. Helmsley Charitable Trust ("**Helmsley**") provides access to the Fluxx System (as defined below) through its online Fluxx Grants Portal (the "**Grants Portal**") to its grantees, PRI recipients, and prospective grantees and PRI recipients, and to their respective organizational representatives accessing the Grants Portal (each, a "**User**"). Each User acknowledges having read and understood, and agrees to be bound by, the following terms and conditions ("**Terms**") on behalf of their respective organization, and such organization is ultimately responsible for compliance with these Terms and any violations thereof. These Terms govern access to the Fluxx System (as defined below). All grants and program-related investments are governed by the terms of such grant agreement or loan agreement, as applicable, including, without limitation, the confidentiality provisions thereof.

Helmsley may modify these Terms at any time, and a User's use of the Grants Portal constitutes acceptance of these Terms, including as modified. For purposes of these Terms, "**Fluxx System**" shall mean means Fluxx's proprietary hosted grants management system, including the Grants Portal, that integrates customer relationship management and business process workflows (including any updates, revisions, enhancements, modifications, and derivative works thereof that may be provided hereunder), as accessed by such User.

User agrees not to share credentials or their Fluxx System profile or account with any other person, including, without limitation, individuals within User's organization.

1. **Password; Security**. User is responsible for maintaining the security of their credentials, including but not limited to usernames and passwords, the security of its information systems that are used to access the Fluxx System, and for their compliance with these Terms.

2. **Notification**. User will immediately notify Helmsley and Fluxx in writing of any loss, theft, or unauthorized use of its credentials, or any other unauthorized access or use of the Fluxx System that comes to User's attention using the contact

information set forth below. If there is unauthorized use by anyone who obtained access to the Fluxx System directly or indirectly through User, then User will take all steps reasonably necessary to terminate such unauthorized use. User will cooperate and assist with any actions taken by Helmsley and Fluxx to prevent or terminate unauthorized use of the Services or Fluxx System.

3. **User Data**. User acknowledges and agrees that it will only upload information and data into the Fluxx Systems where such information and data is required for the administration of Helmsley's grant(s) and/or program related investment(s), as applicable, and that User is responsible for (a) providing all necessary notices and obtaining all necessary consents for the data and information it uploads into the Fluxx Systems, and (b) complying with all applicable laws and regulations regarding any data and information. User understands that such information and data provided by User may be processed by Helmsley to administer Helmsley's grants and/or program related investments, as applicable. User must contact Helmsley immediately if User is prohibited from uploading data or information required for compliance with the terms of Helmsley's grant(s) or program related investments due to conflict with an applicable law or regulation.

4. **Prohibited Uses**. User shall not directly, indirectly, alone, or with another party, do or attempt to do any of the following: (a) copy, disassemble, reverse engineer, decompile, or attempt to derive the source code of the underlying software or technology providing the Fluxx System; (b) modify, create derivative works based upon, or translate the Fluxx System; (c) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the Fluxx System in any form with any other party; (d) upload data or other content that misappropriates or violates any third party proprietary rights or privacy rights; (e) remove, modify or otherwise tamper with notices or legends on the Fluxx System or related documentation; (f) interfere with the operation or functionality of the Fluxx System; (g) attempt to probe, scan, penetrate, breach or test the vulnerability of the Fluxx System or disable or circumvent the Fluxx System's security or authentication measures without Fluxx's prior, written authorization; (h) use or access the Fluxx System for the purpose of building a competitive product or service; (i) enter into the Fluxx System any false or misleading information; or (j) **share credentials or their profile or account within the Fluxx System with any other person, including, without limitation, individuals within User's organization**.

5. **Feedback**. User acknowledges and agrees that if User provides any suggestions, enhancement requests, feedback, recommendations, or other information relating to the Fluxx System ("**Feedback**"), then Fluxx may freely use and exploit such Feedback in any manner and for any purpose whatsoever without any consideration to Customer or its Users or any other obligations or restrictions.

6. **Confidentiality**. User acknowledges and agrees that any information provided through the Fluxx System is not considered confidential, except to the extent covered by a separate confidentiality agreement between the parties. For clarity, any such confidentiality agreement will not apply retroactively to information provided through the Fluxx System prior to the execution of such confidentiality agreement.

7. **Use of User Data; Correction**. To the extent legally permissible, User will be responsible for any costs arising in connection with Fluxx's or its vendor's or licensor's provision of assistance in correcting, blocking or deleting User's data, provided that Fluxx shall be responsible for such costs to the extent the need to correct, block, or delete such User's data arose as a result of an act or omission of Fluxx.

8. **Disclaimer of Warranties**.   THE SERVICES ARE PROVIDED SOLELY ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, HELMSLEY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO: IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE AND NON-INFRINGEMENT; AND THAT THE OPERATION OR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

9. **Limitation of Liability; Indemnification**. In no event shall either Helmsley, its trustees, officers, employees, representatives, agents, successors, and assigns, ("**Helmsley Representatives**") be liable to User for any incidental, indirect, exemplary, special, punitive or consequential damages, however caused and under any circumstances, or for any lost profits, revenue or savings, or the loss of use of any data, even if User had been advised of, knew or should have known of, the possibility thereof. Further, User shall indemnify and hold harmless Helmsley Representatives from and against any and all claims, liabilities, losses, costs, or damages (including reasonable attorneys' fees) arising out of or occurring in connection with (a) User's use of the Fluxx System, (b) User's acts or omissions in

violation of these Terms, or (c) any allegation that access, use or provision of any of User's data violates any applicable law, regulation, or third party proprietary rights.

10. **Termination**. Helmsley may terminate User's access to the Fluxx System at any time, with or without cause.

11. **Applicable Law**. These Terms will be construed and enforced in accordance with the laws of the State of New York, without regard to New York's choice of law provisions.

With respect to Helmsley, any notice or inquiries regarding these Terms should be directed to FluxxHelp@helmsleytrust.org.

With respect to Fluxx, any notice required by these Terms should be directed to security@fluxxlabs.com.

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