



ALLOVANCE TERMS OF USE

Welcome to the Allovalance Method™! These “Terms of Use” are a legal contract between Decision Support Systems, LLC (dba Allovalance) (“**Allovalance**”, “**us**”, “**we**” or “**our**”) and you (referred to as “**you**”, “**your**” or “**user**”), as user of the Allovalance software platform (the “**Platform**”) to enable objective, algorithm-supported decision making (the “**Service**”). Please let us know if you have any questions about this document.

A. OUR VALUES AT ALLOVANCE

The mission of Allovalance is to enable organizations to make smarter decisions at all levels. We provide the Platform to you under the terms detailed in this Agreement (as defined below) to clearly lay out the rights and obligations of you, as a user of the Platform and Services, and us, as provider of the Platform and Services.

B. PRELIMINARY LEGAL TERMS.

- 1. Entire Agreement.** The entire agreement between Allovalance and you is made up of these Terms of Use, Allovalance’s Privacy Policy (available at: allovalancemethod.com/privacy), and any other terms of use accompanying our Service (collectively, the “**Agreement**”). This Agreement may be updated and modified by Allovalance from time to time. Those modifications are incorporated as part of this Agreement. You will be notified of significant modifications when you visit Allovalance, or log on, or access your Account. If you do not accept the modifications to the Agreement, your sole remedy is not to use the Allovalance’s Service or Platform. If the Platform is made available by us through your institution or employer (the “**Sponsor**”) as part of their business operations and it remains subject to, and superseded by, any of their policies.
- 2. Age.** You must be at least eighteen (18) years of age to enter into a contract with Allovalance. In no case are persons under the age of thirteen (13) years permitted to use the Platform.
- 3. “Signing” of Agreement.** You “sign” and accept this Agreement by (a) creating an Account, (b) clicking “Agree” at the bottom of this Agreement, or (c) using the functionality of the Platform.

C. OUR SERVICE; YOUR ACCOUNT.

- 4. Our Services.** Our Platform helps users to allocate constrained resources across multiple competing priorities or projects. The Platform package user data, processes the data through proprietary algorithms, and presents the user and Sponsor with analytics, data and reports on resource allocation and prioritization of inputs.
- 5. Content; Inputs.** Using our Service requires your submission of certain information, data and inputs (collectively, the “**Content**”) through the Platform. When you use the Service through the Platform, you must provide your name, e-mail address, password, phone number, company or employer. Because the Service and Platform are dependent on user inputs and Content, Allovalance bears no responsibility for the accuracy or timeliness of these processes and the outcome generated by the Platform.
- 6. Creation of Your Account; Processing.**
 - a.** You will need to create an account (an “**Account**”) in order to access certain features of the Platform and to use the Service. You agree that you will (i) be the only person providing such information and engaging in transactions through that Account, (ii) keep your password secure, and (iii) notify Allovalance of any suspected breach of security or unauthorized use of your Account. If you wish to delete your Account, please contact Allovalance at support@allovalance.com. You must notify us immediately upon becoming aware of material



change in the information you have provided through the Platform to take advantage of the Service.

- b. The Content is required by Allovalance in order for you to establish an account includes your name, e-mail address, password, phone number, company or employer. If information is marked as optional, you are not required to provide it. All Account information you provide Allovalance must be accurate and complete. Account information that is incorrect, incomplete, illegible or misrepresented will constitute a breach of this Agreement.
- c. Your Account is not transferable or sublicensable to third parties. You obtain no ownership rights in the Service or Content by creating the Account. Instead, you are given a license to use our Platform according to the terms of this Agreement and our other policies.

7. Suspension of Account and Service. Use of the Service is a privilege and not a right. Allovalance may suspend or deactivate your Account or limit or disable access to our Service, as set forth in Section 8.

8. Content & Your Use.

- a. You are solely responsible for the Content and your use of the Service and Platform through your Account. With respect to the Content, you represent and warrant:
 - i. It is your data (or Sponsor's data that you have permission to use) and you are not using information from others in conjunction with the Platform and Service.
 - ii. It does not contain personally identifiable information about a child under the age of thirteen (13) years.
 - iii. It does not disseminate another person's personal information without his or her permission.
 - iv. It does not result from unlawful activities.
 - v. It does not disclose confidential information of a third party.
- b. If you take any of the above actions or breach any of the above restrictions in contravention of the representations and covenants you made, we can terminate or suspend your use of the Platform and Service in our sole discretion. Further, fraudulent submissions through the Platform or Service could result in prosecution of you, as Account owner, under U.S. Mail Fraud Statute (18 USC Sections 1341–1342).

9. License to Use Your Content; Release.

- a. Allovalance and its affiliates may use the Content provided as set forth in Allovalance's Privacy Policy and this Agreement. Your use of the Platform and Service grants Allovalance a non-exclusive, fully-paid, perpetual, royalty-free, world-wide, transferable license to display, distribute, store, transmit, reproduce, modify and otherwise use and reuse all or part of your Content. By way of example, if an Allovalance customer, potential customer, or strategic partner ("**Client**") is interested in content gathered by us through the Platform, including Content you may have submitted through use of the Service, Allovalance may provide to such Client the information that Allovalance has collected if such information is aggregated and stripped of identifiers that would allow them to specifically identify you or your business. For additional details on how we may use the Content, please refer to our Privacy Policy. Allovalance is also permitted to use your Content or derivatives thereof for marketing purposes. This grant is for all formats, platforms, devices, modes of transmission, methods of delivery, and media now known or later developed.



- b. You may terminate the license you have granted to AlloVance by removing or deleting (or writing to AlloVance to remove or delete) your Content. Copies of your Content may remain on Amazon Web Services servers until such time as the Content is overwritten or otherwise deleted.
- c. The contributors of content, including you and your Content, retain ownership of their intellectual property rights of such content. Further, AlloVance retains ownership of its trademarks, copyrights and other intellectual property, as do AlloVance Clients and users. Nothing in this Agreement transfers ownership of such rights.

D. CONDUCT AND ACTIVITY AT THE SITE.

- 10. No License to Use Content Provided by Other Users.** Unless expressly authorized by us in writing, you are not granted permission to copy, frame, embed, or otherwise disseminate aggregated or specific content that the Platform provides to you. Your use of the Platform is solely for your use in connection with your engagement by Sponsor, if applicable, and the unique purpose of your business.
- 11. AlloVance Intellectual Property.** AlloVance and/or its licensors retain ownership of all intellectual property rights relating to AlloVance, the Platform, and the Service, including software, text, images, graphics, logos, user interface, videos, and other information displayed through the Platform or Service. You are authorized to use AlloVance materials only as expressly authorized at the point of interacting with such materials.
- 12. Integrity of the Platform.** You agree not to take any action to harm AlloVance or the Platform, interfere with operation of the Platform, access its underlying technology, copy its underlying technology, or copy Content. You agree not to use any automated system (including, but not limited to, crawlers, robots, bots, spiders, extractors, etc.) at the Platform; circumvent, disable or otherwise interfere with security-related features or digital rights management functions at the Platform; or hack, reverse engineer, or disable any technology at the Platform. You agree not to use the Platform or information gathered at the Platform for advertising purposes, or to send unsolicited communications. In your use of the Platform, including the input or access of Content, you agree to comply with all applicable laws.
- 13. Third Parties.** The Platform may contain links to third party websites that are not owned or controlled by AlloVance. AlloVance does **not** control the content, privacy policies, or practices of any third party websites or applications, so you agree to review the terms of service, including privacy policies, of such third-parties. AlloVance is not responsible for your use or misuse of any third party applications or websites.

E. NO WARRANTY; LIMITATION OF LIABILITY; INDEMNIFICATION.

- 14. NO WARRANTY.** THE PLATFORM ARE PROVIDED FOR “AS IS,” WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 15. Limitation of Liability for Damages.**
 - a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ALLOVANCE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM THIS AGREEMENT, ACTIVITY AT THE SITE, INTERACTION WITH THE SERVICE ACTIONS REGARDING YOUR CONTENT, OR ACTIONS REGARDING



THIRD PARTIES, REGARDLESS OF THE THEORY OF LIABILITY, INCLUDING EXPRESS CONTRACT, IMPLIED CONTRACT, NEGLIGENCE, WARRANTY, OR MISREPRESENTATION, AND WHETHER OR NOT ALLOVANCE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b. As used in this section, “Allovalance” includes Allovalance, its officers, managers, directors, employees, contractors, agents, members, parent, subsidiaries, related business entities, successors, assigns, and clients.
- c. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, THE LIABILITY OF ALLOVANCE, ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, CLIENTS, AND SUPPLIERS IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.
- d. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

16. Indemnification; Cooperation.

- a. You acknowledge that your Account with Allovalance and your use of the Platform and Service is based upon the truth of the promises, statements, and representations made by you in this Agreement. By signing this Agreement and using the Platform, you indemnify, hold harmless, and agree to defend Allovalance against all damages, losses, judgments, penalties, expenses, costs, and fees (including reasonable attorneys’ fees) incurred by, or awarded or assessed against Allovalance in connection with any third party (including domestic or foreign governments or agencies) assertion inconsistent with the promises, statements, representations, and warranties. This obligation extends to Allovalance, its officers, directors, employees, contractors, agents, members, parent, subsidiaries, related business entities, successors, assigns, and clients. This obligation survives termination of this Agreement.
- b. In addition to the obligation of indemnification, above, you agree to use your best efforts to assist Allovalance in the investigation and resolution of any third party claim or assertion in consistent with your representations and warranties. You agree to provide such assistance promptly upon receipt of notice from Allovalance of such claim or assertion and at no charge.

17. Termination of Service; Termination of Agreement.

- a. In the exercise of its discretion, Allovalance may suspend or terminate the Account, remove or limit access to Content, or limit Service to which an account holder has access. Allovalance may take such actions with or without prior notice to you and without liability to you.
- b. In the exercise of your discretion, you may terminate your Account, cease using the Service or the Platform or delete Account information. You may take such actions with or without prior notice to Allovalance and without any liability for such cancellation to Allovalance. If you notify Allovalance of your termination of your Account Allovalance shall take reasonable steps to block access to and deleted your Content. This is your sole remedy in the event you are dissatisfied with Allovalance or the Service.
- c. The terms of Sections 5 to 16 shall survive termination of this Agreement or any Service.

F. GENERAL LEGAL TERMS.



- 18. The Platform and Service are Located in and Delivered from Michigan.** This Agreement is executed (signed) and performed in Ann Arbor, Michigan. You acknowledge that the Platform is made available from and is based in, and the Service is provided from, Ann Arbor, Michigan, USA. The Platform shall be deemed a passive website that does not give rise to personal jurisdiction over Allovalance, either specific or general, in jurisdictions other than Michigan. You agree that this Agreement shall be governed by the internal substantive laws of the State of Michigan, without respect to its conflict of laws principles. You further agree that any claim or dispute between you and Allovalance that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Washtenaw Court, Michigan.
- 19. No Implied Waiver.** No waiver by Allovalance shall be implied. Any waiver of any term of this Agreement must be in writing and signed by an officer of Allovalance.
- 20. Severability.** If any portion of this Agreement is found to be unenforceable, such portion will be modified to reflect the parties' intention and only to the extent necessary to make it enforceable. The remaining provisions of this Agreement will remain in full force and effect.
- 21. Statute of Limitations.** Any litigation or other dispute resolution arising out of or related to this Agreement must be commenced within one (1) years after the date of the event giving rise to the claim. Otherwise, such causes of actions are permanently barred.
- 22. International Considerations.** Allovalance makes no representations that the Platform or Service is appropriate or available for use in locations other than the United States. Those who access or use the Platform or use the Service from outside the U.S. do so at their own volition and are responsible for compliance with applicable laws.
- 23. Force Majeure.** It shall not be a material breach of this Agreement, and neither party shall be liable to the other, if prevented from performing its duties or responsibilities under this Agreement by reason of any fire or other casualty, acts of God, earthquake, floods, explosions, interrupted power supply, attacks on technology infrastructure, sabotage, war, riots, acts of terrorism; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market; strikes, court orders, laws, regulations, or orders of government or military authorities; or any other cause not within the control of such party whose performance is delayed
- 24. Assignment.** Allovalance may assign, subcontract, delegate, and transfer its rights and obligations under this Agreement to a third party. You may not assign or transfer your Account.
- 25. Notices.** The Services are offered by Allovalance, LLC, located at 2350 Green Road, Suite 175C Ann Arbor, MI 48105 and email: legal@allovalance.com. Allovalance may provide you with notices, including those regarding changes to Allovalance's Terms of Use, by email, first class mail, or postings to the Platform. Notice is deemed given upon the earlier of (i) actual receipt, (ii) twenty-four (24) hours after an email is sent, (iii) three (3) days after first class mail is deposited with the U.S. Postal Service, or (iv) thirty (30) days after a notice is posted to the Platform.
- 26. Entire Agreement.** This Agreement (including the documents referenced in Section 1, above) is the entire agreement between you and Allovalance relating to the stated subject matter. It can be modified by the parties in a writing signed by both parties, or by a change to these terms as expressly set forth in this Agreement.
- 27. Nature of Agreement.** No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. This Agreement does not create any right that may be enforced by a third party.
- 28. California Users and Residents.** By the terms of California Civil Code Section 1789.3, any and all comments, questions or concerns can be addressed and sent to us via certified mail to: Agent of



AlloVance, legal@allovance.com. California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA.