



Common Impact Data Standard import-export JSON-LD Basic Tier Extension for Airtable

TERMS OF USE

Effective: **February 21, 2024**

THESE TERMS OF USE CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS. THE FOLLOWING DESCRIBES THE TERMS ON WHICH COMMON APPROACH TO IMPACT MEASUREMENT OFFERS YOU ACCESS TO THE SOFTWARE EXTENSION.

These Terms of Use (the “**Terms**”) is a legal agreement between Common Approach to Impact Measurement with its affiliates and partners (the “**Company**”) and you (“**you**” or “**your**” or “**Customer**”) that applies each time you access or use the **Common Impact Data Standard import-export json-ld basic tier** software extension operable for a user to import and export data their own data using their own account in a specific file format for impact reports (the “**Software Extension**”) and access and use thereof via the platform developed and owned by Airtable and made available at <https://airtable.com/marketplace> (the “**Airtable Extension Marketplace**”) as provided by the Company (the “**Services**”). These Terms, together with the Company’s Privacy Policy, govern its relationship with you with respect to your use of the Services. By using any of the Services, whether or not you become a registered user of the Services, you accept and agree to be bound and comply with these Terms and our Privacy Policy.

You should read the Terms carefully as they govern your use of the Software Extension and the Services.

Accessing and/or using any of the Software Extension or the Services is the equivalent of your signature and indicates your acceptance of the Terms and that you intend to be legally bound by the Terms.

IF YOU DO NOT AGREE TO THESE TERMS OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE SOFTWARE EXTENSION OR THE SERVICES.

If you are accepting these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its employees to the Terms. Organizations, companies, and businesses may only become registered members or use our Services as entities or through individual members with the prior written authorization of the Company.

You agree that it is solely your responsibility to ensure that your access to and use of the Services complies with the laws of your jurisdiction. We make no representation that the Services are appropriate for use outside Canada.

You are responsible for all software, hardware, services (such as Internet service), and equipment necessary to access and use the Services, including all related expenses, if any.

1. Changes and Amendments.

(a) The Company reserves the right to modify these Terms at any time and in its sole discretion, effective upon posting of an updated version of these Terms. You should review these Terms and all policies regularly to make sure that you are aware of any changes. Your access and use of the Services on and after the date on which any revised version of the Terms or any policies is posted constitutes your acceptance of the Terms as revised as well as of any revised policies. If you do not agree with these Terms after they have been changed, you must not use the Services.

2. Prohibited Use.

(a) In addition to the other terms set out in these Terms, you agree that when using the Services you will not:

- download, copy, or re-transmit any or all of the Services without, or in violation of, a written license or agreement with us;
- use the Services in any manner that could disable, overburden, damage or impair the Services or interfere with any other party's use of the Services including their ability to engage in real time activities through the Services;
- use any device, software or routine that interferes with the proper working of the web/Internet;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the web/Internet or the server on which the Services are hosted;
- attack the Services via a denial-of-service attack or a distributed denial-of-service attack;
- attempt to interfere with the proper working of the Services, including but not limited to through hacking, ransomware, or other attacks upon the services provided by and function of the Services;
- use the Services to fraudulently misrepresent yourself, impersonate another person, engage in false advertising; to defraud or defame any person, or to engage or otherwise participate in any ponzi scheme, pyramid scheme, chain letter, unsolicited bulk or commercial emails, or to collect or harvest any personal or personally identifiable information from any user of the Platforms with that person's knowledge or consent;
- post or transmit any content or submissions, about yourself or another person or entity, including any messages, ads, data, images, text illustrations, articles, photographs, or audio or video clips that might be considered by a reasonable person to be obscene or that contain racial, ethnic, religious slurs or derogatory epithets, or that advocate violence or hate, is threatening, abusive, libelous, defamatory, obscene, vulgar,

pornographic, harassing in nature, profane or indecent material of any kind including without limitation any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or violate any local, state, provincial, territorial, federal or other law, infringe any person's privacy or personal information, identify or make it easy to identify a child, or any child or other person's present or future location, that contain language that is otherwise deemed offensive by us, or that contains software viruses, corrupted data, cancel bots, commercial solicitations, or mass mailings or any form of "spam";

- use the Services in any manner that promotes and/or enables illegal or unlawful activities;
- permit, allow or do anything that would infringe or otherwise prejudice our proprietary rights or the rights of our licensors, or allow any third-party to access the content, including without limitation, intellectual property, privacy, publicity or contractual rights, including but not limited to subleasing an accommodation without the rights to do so;
- use the Services other than for its intended purpose, or in any manner not expressly permitted in these Terms;
- remove any copyright, trademark, or other proprietary rights notice from the Services or any content thereof;
- attempt to defeat any security measures that we take to protect the Services;
- violate any local, municipal, provincial, national, or other law or regulation, or any order of a court;
- use our Services to transmit, distribute, post or submit any information concerning any other person or entity, without their permission, including without limitation, photographs, personal contact information, or credit, debit, calling card or account numbers;
- use our Services in connection with the distribution of unsolicited commercial email ("spam");
- "stalk" or harass any other user of our Services or collect or store any information about any other user other than for purposes of transacting with one another;
- advocate, encourage, or assist any third party in doing any of the foregoing.

(b) The foregoing is merely a list of examples of prohibited conduct. The Company reserves the right to cancel a user account or take other appropriate actions in its sole discretion in response to any inappropriate conduct, or for no reason at all.

(c) Unauthorized use, such as is set out above, is a material breach of these Terms, and may also violate applicable laws including without limitation copyright and trademark laws, the laws of privacy and publicity, and applicable communications regulations and statutes.

(d) You hereby represent and warrant to the Company that you will utilize the Services and any other information provided to you in accordance with applicable laws, being those laws applicable to the Services and those laws that are applicable in accordance with the jurisdiction where you are located. The foregoing obligation includes, but is not limited to, compliance with privacy and data security laws.

3. Access and Use.

(a) Right of Access. Subject to Customer's compliance with any terms or requirements for access to and use of Airtable, and with the Terms and payment of applicable Fees, Company hereby grants Customer a limited, personal, revocable, non-exclusive, non-transferable license to (i) access and use the Software Extension solely for Customer's internal business purposes; and (ii) use and make a reasonable number of copies of the Company's user manuals, handbooks, and guides relating to the Services provided by Company to You either electronically or in hard copy form and any documentation relating to the Services, including any available at <https://www.commonapproach.org/common-impact-data-standard/airtableext/> (the "**Documentation**") solely for Customer's internal business purposes in connection with Customer's use of the Software Extension.

(b) Use Restrictions. The Company is the owner or rightsholder of all of the following: the Software Extension, the Documentation, everything else that is provided by Company, and any and all intellectual property in and relating to the foregoing, including but not limited to information, data, or other content derived from Company's monitoring of Customer's access to or use of the Software Extension, but does not include Customer Data (the "**Company IP**"). Customer shall not use the Company IP for any purposes beyond the scope granted in these Terms. Customer shall not at any time, directly or indirectly, and shall not permit others to: (i) copy, modify, or create derivative works of the Company IP, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Company IP; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Company IP, in whole or in part; (iv) remove any proprietary notices from the Company IP; or (v) use the Company IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(c) Reservation of Rights. Company reserves all rights not expressly granted to Customer in these Terms. Except for the limited rights and licences expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Company IP.

(d) Suspension. Notwithstanding anything to the contrary in these Terms, Company may suspend Customer's access to any portion or all of the Services if: (i) Company determines that (A) there is a threat or attack on any of the Company IP; (B) Customer's use of the Company IP disrupts or poses a security risk to the Company IP or to any other customer or vendor of Company; (C) Customer is using the Company IP for fraudulent or illegal activities; or (D) Company's provision of the Services to Customer is prohibited by applicable law; (ii) any vendor of Company has suspended or terminated Company's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(b) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Company will have no liability for any damage, liabilities, losses (including any

loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

(e) Customer Responsibilities. Customer is responsible and liable for all uses of the Software Extension, Documentation and Services resulting from access provided by the Company or Airtable, directly or indirectly, whether such access or use is permitted by or in violation of these Terms.

4. Fees and Payment.

(a) Fees. The Company may charge fees for the Services and Customer shall pay Company such fees ("**Fees**") in the amounts and at the times set forth by the Company, and Customer authorizes Company to charge the Fees to its provided payment instrument.

(b) Suspension. If Customer fails to make any payment when due, without limiting Company's other rights and remedies, Company may suspend Customer's access to any portion or all of the Services until such amounts are paid in full.

(c) Taxes. All Fees and other amounts payable by Customer are exclusive of taxes and similar assessments. Customer is responsible for all harmonized sales tax (HST), goods and services tax (GST), provincial sales tax (PST), use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial or local governmental, or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Company's income.

5. Intellectual Property Ownership; Feedback.

(a) Company IP. Customer acknowledges that Company owns all right, title, and interest, including all intellectual property rights, in and to the Company IP and, with respect to any third-party products provided with or incorporated into the Software Extension, including any open-source software (the "**Third-Party Products**"), the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Company acknowledges that, as between Company and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the information, data, and other content, in any form or medium that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software Extension (the "**Customer Data**"). Customer hereby grants to Company a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Company to provide the Services to Customer.

(c) Feedback. Should Customer provide any feedback or commentary to us relating to the Services, Company's business or otherwise (collectively the "**Feedback**") Customer hereby assigns all rights, title and interest in and to such Feedback to Company, including but not

limited to all intellectual property rights therein and relating thereto, and Customer further hereby waives all moral rights therein in Company's favour. Company reserves the right to utilize such Feedback in any manner, or to decline to utilize the Feedback in any manner, at Company's sole discretion. For clarity, Customer will not have any rights, title or interest in any use made of the Feedback, including but not limited to, any products or services developed from the Feedback. Company is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Company is not required to use any Feedback.

6. Warranty Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY IP IS PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE COMPANY IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

7. Customer Indemnification. Customer shall indemnify, hold harmless, and, at Company's option, defend Company from and against any Losses arising from: (i) any third-party claim that the Customer Data, or any use of the Customer Data in accordance with these Terms, infringes or misappropriates such third party's intellectual property rights; (ii) any negligence or wilful misconduct by Customer or any personnel thereof; (iii) any material breach of these Terms; (iv) any use of the Company IP or Services in a manner not authorized by these Terms; (v) any use of the Company IP or Services in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; (vi) any modifications to the Company IP or Services not made by Company; and (vii) any allegation of privacy or data security breach caused by any Customer Data or any use of any Company IP or Services in a manner not authorized by these Terms. Customer may not settle any third-party Claim against Company unless Company consents to such settlement, and Company will have the right, at its option, to defend itself against any such third-party Claim or to participate in the defense thereof by counsel of its own choice.

8. Limitations of Liability. IN NO EVENT WILL COMPANY BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, AGGRAVATED, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH

CASE REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO COMPANY UNDER THESE TERMS IN THE THREE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Privacy.

(a) By using the Services, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of your personal information by Company as required for the Services, and otherwise in compliance with the Company's Privacy Policy.

10. Monitoring.

(b) You acknowledge and agree that Company has no obligation to monitor the Services or any content, Customer Data or other information accessible through the Services, but Company does have the right to monitor any Services and any content, Customer Data or other information accessible through the Services. Company may undertake such monitoring pursuant to law, regulation or other reasonable governmental requests, as well as pursuant to its own interests, at its sole discretion.

11. Intellectual Property.

(a) You understand and agree that the Services and their entire contents, features, and functionality, including, but not limited to, all information, software, code, data text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, website layout, selection, templates and arrangement, and all other Company IP are owned by Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights. Company's name, logo, and all related names, logos, product and service names, designs, images, and slogans are trademarks of Company or its licensors. All of Company's trademarks are protected by law. All other trademark, service marks, company names or company logos, as used or referenced in the Services, are the property of their respective owners.

(b) Any uses of the Company IP, Services or any materials on the Services not expressly set out in the Terms, including: (a) reproduction, except as authorized herein; (b) modifications; (c) distributions; (d) republication; (e) transmission; (f) re-transmissions; or (g) public showing, without Company's prior written permission, is strictly prohibited. The licenses granted by Company terminate immediately and without notice to you if you do not comply with these Terms.

(c) You have no right, title, or interest in or to the Company IP, the Services or to any content on the Services except Customer Data, and all rights not expressly granted are

reserved by Company. Any use of the Company IP or Services or any intellectual property referenced in this section, except as permitted in these Terms or otherwise expressly authorized by the property owner, shall constitute a breach of these Terms and an infringement or violation of the rights of the property owner, and may be a violation of federal or other laws.

12. We are Not Responsible for External Content.

(a) Third party input into content or the Services, or that is linked to via the Services in apps, websites or any other environment or format (collectively "**External Content**"), including as provided by Airtable, are outside of Company's control. Company does not control, endorse, verify the truth or accuracy of, or review any External Content, and is not responsible for such External Content, whether or not any link or reference thereto is incorporated in the Services. The External Content contained in any third party apps, websites, information, or software to which a link is provided in the Services are those of the companies or individuals responsible for such External Content and cannot be attributed to Company. Company does not warrant, nor is it in any way responsible for, information, software, data, or privacy policies, or any terms of use related or pertaining to External Content. By using the Services, you expressly release Company from any and all liability arising from your use of any External Content. Accordingly, when you leave the Services or submit information to any External Content accessible from the Services, the terms and conditions, privacy policy and other policies relating to such External Content will apply to you.

13. Risk of Transferring Information via the Internet.

(a) Unfortunately, the transmission of information via the Internet is not completely secure. Although Company does its best to protect your personal information, we cannot guarantee the security of your personal information transmitted to or from the Services. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained in the Services.

14. Remedies.

(a) IF YOU ARE DISSATISFIED WITH ANY OF THE CONTENT, DATA, MATERIALS, OR OTHER INFORMATION AVAILABLE THROUGH THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SERVICES. THIS LIMITATION APPLIES EVEN IF YOUR REMEDIES UNDER THE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

15. Compliance with Investigations.

(a) Company will cooperate with any investigation by any federal, provincial, or local body or any court or tribunal legitimately exercising its rights. Such cooperation may occur without any notice being provided to you.

16. Term and Termination.

- (a) Term. The Services shall commence upon Customer's access to the Service and shall continue in effect unless otherwise terminated according to these Terms.
- (b) Termination. Company may terminate the Service and these Terms: (ii) in accordance with these Terms; or (ii) if Customer fails to comply with any of these Terms.
- (c) Effect of Expiration or Termination. No termination will affect Customer's obligation to pay all Fees that may have become due before such termination or entitle Customer to any refund.
- (d) Survival. These Terms continue during the term of the Terms and thereafter as required for protection of the Company and the Services, and including payment of all Fees.
17. Entire Agreement; Paramountcy. These Terms constitutes the sole and entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.
18. Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
19. Severability. If any provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
20. Governing Law. These Terms and all related documents, and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario.
21. Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from, or relating to these Terms shall be instituted in the courts of the Province of Ontario in the city of Toronto and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

22. Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer of these Terms, would cause the Company irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the Company will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

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