

Designating Customers as Authorized Users

This is a supplement to the Fundwave Customer Agreement (the “Agreement”) and is included in the Agreement. Any capitalized terms used but not defined below have the meanings in the Agreement. The purpose of this supplement is to allow your customers to be Authorized Users, subject to the terms below.

1. If you designate any of your customers as Authorized Users, you will be responsible for their use of the Software or Hosted Services as you would be for any other Authorized User. Accordingly, you must enter into valid, binding agreements with your customers that require them to comply with the applicable terms of the Agreement (including this supplement), including any conditions or restrictions with respect to use of, or access to, the Software or Hosted Services.
2. For the avoidance of doubt, allowing your customers to be Authorized Users does not mean that you may distribute, resell, or OEM any Software or Hosted Services, or make the products available to your customers on a standalone basis. Rather, it means only that your customers may access your instance of the Software or Hosted Services in order to support their use of your own products and services that are unrelated to the Software or Hosted Services (“Your Products”).
3. Examples include:
 - 3.1 Your customer accessing your Fundwave instance to view customer-facing reports and data tables to keep track of fund’s key numbers and metrics, that are made available based on data you’ve entered on Fundwave.
 - 3.2 Your customers accessing your Fundwave instance to visualize their data and save charts on their system for use in their internal presentations or for presentation to potential investors.
4. You may not charge your customers for any use of the Software or Hosted Service itself, but may charge your customers as part of an overall program that includes access to your instance of the Software or Hosted Service. An example would be charging your customers for Your Product, where Your Product is a fund administration service that includes, as a minor component, customer access to the customer specific data that you maintain using your Fundwave instance.
5. As an Authorized User, your customers may interact with the Software or Hosted Service but may not receive any administrator, client administrator, approver, initiator, configuration or similar access to the Product. For example, your customers may view transactions, policies applicable to LP’s and visualizations but you may not permit any of your customers to initiate or approve transactions, or administer fund and global level configurations.
6. Fundwave will not have any direct or indirect liability or obligation to any of your customers. For the avoidance of doubt, your customers are not parties to, or third party beneficiaries under, the Agreement.
7. You will defend, indemnify and hold harmless Fundwave from and against any loss, cost, liability or damage, including attorneys’ fees, for which Fundwave becomes liable arising from or relating to any claim brought against us by your customers arising out of their use of the Software or Hosted Services through you.