

CUSTOMER ACKNOWLEDGMENT FORM RESALE TERMS FOR INDIRECT SALES

Asana, Inc. 633 Folsom Street Suite 100 San Francisco, CA 94107 ar@asana.com

The customer identified below ("<u>Customer</u>") agrees that, as of the date these Resale Terms (the "T<u>erms</u>") are accepted, Customer (the "<u>Effective Date</u>"), Customer's access to and use of the Asana Service is governed by the Subscriber Terms available at <u>https://asana.com/terms#subscriber-terms</u> (the "<u>Subscriber Terms</u>"). Capitalized terms in these Terms shall have the same meaning as in the Subscriber Terms unless otherwise defined herein. In the event of any conflict between these Terms and the Subscriber Terms, these Terms shall control.

These Terms and the Subscriber Terms supersede all prior agreements by and between the parties regarding Customer's Subscriptions to the Asana Service. In the event of a conflict between this document and the English version of the applicable Subscriber Terms stated above, the English version will control.

Customer

Customer Name / Domain:	
Address:	
Email:	

Subscription Information

Customer is purchasing its Subscription to the Service through a reseller or solutions partner (the "<u>Channel Partner</u>"). The Channel Partner is not authorized to modify the Subscriber Terms or to make any promises or commitments on Asana's behalf.

As long as Customer purchases its Subscription through a Channel Partner and not directly with Asana, Customer agrees that: (a) any reference to "Order Form" in the Subscriber Terms shall be deemed to refer to the ordering document placed by Channel Partner to Asana on Customer's behalf, and Channel Partner is solely responsible for the accuracy of any such Order Forms as communicated to Asana; (b) as between Customer and Asana, Customer is solely responsible for any access by Channel Partner to Customer's account and End User accounts; (c) if Customer is entitled to a refund under the Subscriber Terms, unless otherwise specified by Asana, Asana will refund any applicable fees to the Channel Partner, and the Channel Partner will be solely responsible for refunding the appropriate amounts to Customer; and (d) any payment terms applicable to Customer's Subscription shall be governed solely by the terms agreed by it and the Channel Partner; provided however, Asana may suspend or terminate Customer's rights to use the Asana Service if Asana does not receive corresponding payment from Channel Partner.

At the end of Customer's Subscription Term, Customer may renew pursuant to its agreement with the Channel Partner.

In the event Customer's relationship with Channel Partner terminates during the Subscription Term, Customer may elect to directly enter into an Order Form with Asana at least thirty (30) days prior to the end of the existing Subscription Term, which shall be governed by the applicable Subscriber Terms above.

[Signature page follows]



Accepted and agreed to by:

CUSTOMER

By: _______ Name: _______ Title: ______ Date: ______