

Promotional Offer with a Limited Quantity

Terms and Conditions: Empowering Women Founders – Software Grant

Program Purpose & Intent: This Program is established as a Special Purpose Initiative designed to increase access to enterprise software for underserved business founders and to support women-led businesses that have validated their business model and are entering a more structured phase of growth, and serves as a special outreach initiative designed to support underserved founders in tech, specifically female-led and female-founded small enterprises. Specifically, CAKE.com Inc. acknowledges the documented disparity in venture capital and technical resource allocation for female-led and female-founded enterprises. This Program represents a proactive effort to address these historical inequities by providing essential business tools to this specific class of entrepreneurs, namely, a software grant in enterprise productivity tools for women-led teams.

Last Updated: March 4, 2026.

The **Empowering Women Founders – Software Grant** (the "Program") is a limited-time promotional offer provided by CAKE.com Inc. (the "Company") to support the growth of Female-Led or Female-Founded small enterprises. By applying for the Program, you (the "Applicant") agree to the following terms:

1. The Offer

The Applicant's organization may be eligible to receive a Company promotional offer with a limited quantity (the "Offer").

The Offer is limited to the first 100 user seats assigned to Qualified Applicants, and rewards will be distributed to the first Applicants who meet all eligibility requirements based on the timestamp of their submission. The Offer includes up to 100 enterprise seats (total program value equivalent to Company services in CAKE.com credits up to \$15,588.00), allocated across qualified women-led businesses.

The first **Qualified Applicants** to successfully complete the application and pass the verification process will receive **12 months of full enterprise access to Company services in CAKE.com credits up to a maximum of \$4,676.40** per applicant for a maximum of **thirty (30) users seats** and a **minimum of five (5) user seats** on the CAKE.com platform, as well as free onboarding and 24/7 customer support.

Nature of the Benefit: The reward provided under this Program is a **Software Usage Grant** consisting of service credits. This Program does not constitute a "credit" relationship as defined by the Federal Equal Credit Opportunity Act (ECOA), as no debt is incurred, no payment is deferred, and no repayment is required. It is a non-monetary

grant of platform access intended solely for the professional development and operational scaling of the recipient's enterprise.

To join the Program, the Applicant must complete the registration process as specified on the Company official website.

2. Eligibility Criteria

Targeted Eligibility: Participation is open to small business enterprises that identify as **Female-Led or Female-Founded**. For the purposes of this Program, "Female-Led" is defined as a business entity where one or more women maintain at least 51% ownership and exercise primary management and investment control. This criterion is set in accordance with California's commitment to supporting **Small Business Diversity** and under the framework of remedial outreach for underrepresented groups in the IT and SaaS sector.

To be considered a "**Qualified Applicant**," the enterprise must meet all of the following eligibility criteria at the time of application:

- **Ownership:** The enterprise must be a **Female-Founded or Female-Led** business (minimum 51% ownership or executive control held by one or more women).
- **Company Size:** The enterprise must employ no more than **100 full-time equivalent (FTE) employees**.
- **Revenue:** The enterprise's annual gross turnover for the most recent fiscal year must not exceed **\$5,000,000 USD** (or local currency equivalent).
- **Product Requirement:** The Applicant must demonstrate a legitimate business need for a minimum of **five (5) user seats** within the CAKE.com platform, and may request between **five (5) and thirty (30) seats**, based on team size and operational needs.
- **User Status:** This Offer is valid only for **new potential users**. Current paying customers with existing subscriptions or entities previously enrolled in a Company discount program are ineligible.

The Applicant acknowledges and agrees that the Company may issue or not issue the Offer in its sole discretion, and the Company may change the Program eligibility criteria at any time in its sole discretion.

3. Selection Process (First-Come, First-Served)

- **Timestamping:** Applications will be processed in the order they are received based on the Company's server-side timestamp.
- **Verification:** The Company reserves the right to request additional documentation (e.g., tax filings, payroll summaries, or articles of incorporation) to verify eligibility. Applicants should have a valid public company website and work

email address. Applications that do not meet the eligibility criteria do not count toward the 100-seat limit.

- **Disqualification:** If an Applicant fails to meet the eligibility criteria or provide requested verification within five (5) business days, their spot will be forfeited and granted to the next Qualified Applicant in the queue. Automated or bot entries will be disqualified.
- **Cap:** Once all Qualified Applicants have been verified based on the eligibility criteria, the Program will officially close.

4. Application Details

- **No Purchase Necessary:** No payment or fee is required to apply for this Program.
- **One Entry Per Entity:** Only one application per enterprise is permitted. Duplicate entries will be disqualified. The Offer may only be applied once and may not be used in combination with any other offers or codes.
- The Offer is non-transferable and once applied it cannot be transferred to another account or workspace.
- **Data Privacy:** Information submitted during the application will be used solely for the purpose of evaluating eligibility and communicating Program status, in accordance with the Company's Privacy Policy: <https://cake.com/privacy> .
- The Company may collect information from the Applicant to verify whether the Applicant meets the Program eligibility criteria. By submitting their information, the Applicant agrees that the Company may use the information to verify their eligibility, which may include sharing this information with a third-party provider.
- By providing their website URL, the Applicant authorizes the Company to use automated means to collect publicly available information from the Applicant's website to evaluate their application.

5. General Conditions

- **Non-Transferable:** Program benefits are non-transferable and are for the Applicant's use only and cannot be exchanged for cash or passed on to any end customers.
- **Right to Modify:** The Company reserves the right to cancel or modify the Program at any time if fraud or technical failures compromise the integrity of the Offer.

The Company may modify these Terms at any time by posting a revised version on the Company official website. The modified Terms will become effective upon posting. By continuing participation in the Program after the effective date of any

modifications to these Terms, the Applicant agrees to be bound by the modified Terms.

- **Program Expiration:** Any credits or benefits granted must be activated by June 1, 2026 or they will expire.
- **Program Termination or Suspension:** The Company may discontinue its promotional offer Program at any time, for any reason, and in its sole discretion.

The Company reserves the right to suspend or terminate the Applicant's access to the Program, including to any portion of the Program, if the Applicant is in breach of these Terms or if the Company determines the Applicant's use or access: (a) poses a security risk, (b) could subject the Company, its affiliates, or any third-party to liability, or (c) could be fraudulent. If the Applicant's participation in the Program is terminated for any reason: (i) all licenses granted by the Company arising from the Applicant's participation in the Program will terminate, (ii) the Applicant will immediately cease use of all Program benefits, and (iii) the Applicant will no longer identify herself or hold herself out as a Program participant.

6. California Law & Venue

These Terms are governed by the laws of the State of California. Applicants acknowledge that this Program is a charitable-intent business promotion. To the extent permitted by the **Unruh Civil Rights Act**, this Program's focus on female entrepreneurs is intended to fulfill a "special purpose" of promoting gender equity in the small business ecosystem.

7. Publicity and Brand Recognition

The Company aims to celebrate the success of Female-Founded or Female-Led enterprises. To showcase the impact of this initiative, the Company may feature Applicant's organization's name, website, and general contact information in a dedicated Program directory or on the Company's official website.

Promotional License: By participating, the Applicant grants the Company a non-exclusive, worldwide, and royalty-free license to use the Applicant's business name, logo, website URL, and any other materials that the Applicant provides to the Company in connection with the Program (collectively, "**Applicant's Materials**"). This usage is intended to highlight the Applicant's status as a Program recipient in the Company's newsletters, customer lists, and community presentations.

Brand Integrity: The Company respects the Applicant's brand's identity. While the Company may make minor adjustments—such as resizing for visual consistency in digital or print formats, the Company will ensure the Applicant's trademarks are used professionally and will not make fundamental alterations to the Applicant's branding without their prior coordination.