

REPOST WEB TERMS OF SERVICE

Last Update: April 16, 2021

Welcome and thanks for using the Repost Web's services ("**Cloud Services**")! These Terms of Service ("**Cloud ToS**") are a legally binding contract and describe your rights and responsibilities as a customer of the Cloud Services specified below, and other such services that we may offer from time to time subject to their specific terms and conditions if any. If you are using the Cloud Services on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Cloud ToS. If you do not agree to these Cloud ToS, please do not register or use any of the Cloud Services. Repost ("**Repost**", "**Repost Web**", "**us**", or "**we**") and you (where "**you**" or "**customer**" shall mean the entity you represent or, if that does not apply, you individually) may each be referred to as a "**Party**" and collectively as the "**Parties**".

The Cloud Services

We are pleased to offer you access to and use of our Cloud Services, in accordance with these Cloud ToS. The Cloud Services run in public cloud environments under our cloud accounts. You may use the Cloud Services at no charge ("**Free Services**"), provided that such usage is limited to the capacity or time limits designated at <https://repostweb.com/pricing/>. We reserve the right to discontinue the provision of Free Services at any time, without prior notice. If you purchased the Cloud Services and paid the Services Fees, we offer you our Support Services as described in Appendix A, as well as our Cloud Service Level Agreement ("**SLA**").

Registering Your Account

To use the Cloud Services, we require you to obtain an account ("**Account**") by completing our registration process and designating a user ID and password. When registering with us you must: (i) provide true, current and complete information about yourself, and (ii) maintain 2 such information so it continues to be true, current and complete. You are responsible for your account and only you may use it. If your login credentials are lost or stolen, or if you become aware of any unauthorized use of your Account or of the Cloud Services please contact Repost Support.

We may collect certain Account registration and use data and information about you and your use of the Cloud Services and otherwise in connection with these Cloud ToS. Any collection and use of all such data and information will be in accordance with these Cloud ToS and our Privacy Policy which you acknowledge. The Cloud Services are accessible only to users registered with us or with our Partner (as defined below). We reserve the right to decline any Account registration.

Fees, Taxes and Payments

You may purchase the Cloud Services directly from us through our website or through one of our third-party reseller partners ("**Partners**") by paying the services fees ("**Services Fees**"), according to our fee schedule ("**Fee Schedule**"). The Fee Schedule for Cloud Services purchased directly from us can be found at <https://repostweb.com/pricing/>. The Fee Schedule for purchases through our Partners may be found at each such Partner's website.

By providing a credit card or other payment method accepted by us ("**Payment Method**") for payment of the Services Fees, you are authorizing us to charge to the Payment Method the applicable Service Fees at the then Fee Schedule, and any other charges you may incur in connection with your use of the Cloud Services.

You agree to pay all applicable charges specified for the Cloud Services (including any charges for use in excess of authorizations). The Fee Schedule is exclusive of any customs or other duty, tax, and similar levies imposed by any authority, which shall be added to your Services Fees. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Cloud Services you subscribed to, except for taxes based on our income. You hereby authorize us to charge you a recurring monthly charge based on our current Fee Schedule for the Cloud Services. We are not able to give credits or refunds for any prepaid Services Fees, one-time charges, or other charges already due or paid.

Your Data Ownership, Processing and Data Protection

Your data (“Customer Data”) consists of all data and information that you or your authorized users provide or input to the Cloud Services. Your use of the Cloud Services will not affect 3 your ownership rights of any Customer Data. Customer Data remains your data at all times and you are solely responsible for ensuring that your data, and your use of it, complies with these Cloud ToS and applicable law. We may need to make design choices to technically administer the Cloud Services, for example, how to replicate, store, scale, cluster, compress, decompress or backup your Customer Data. You hereby give us full permissions to make any such design choices and use of your Customer Data. You are solely responsible for obtaining all necessary rights and permissions to enable, and grant us such rights and permissions. Further, you represent and warrant to us that: (a) you have all rights in your Customer Data necessary to grant the rights contemplated by these ToS; and (b) that none of your Customer Data violates these ToS, any applicable law or any third party’s intellectual property or other right.

If any Customer Data could be subject to restrictive governmental regulation or may require security measures beyond those specified by us for the Cloud Services, you will not input, provide, or allow such Customer Data onto the Cloud Services. Your Customer Data shall not include protected health information unless you have signed a Business Associate Agreement with us.

You represent and warrant that your use of the Cloud Services comply with all applicable laws and regulations, including without limitation any applicable data privacy protection laws. To the extent the California Consumer Privacy Act (CCPA) and/or the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to your Customer Data, our Data Processing Addendum (DPA) shall apply and serve as an integral part of this Agreement. (<http://repostweb.com/dpa.pdf>)

You are responsible for assessing the suitability of the Cloud Services for your intended use and Customer Data and to take necessary actions to order, enable, or use available data protection features appropriate for the Customer Data being used with the Cloud Services. By using the Cloud Services, you accept responsibility for your use of the services, and acknowledges that it meets your requirements and processing instructions to enable compliance with applicable laws.

Use Rights and Limitations

You may access and use the Cloud Services solely to the extent authorized by these ToS. You are responsible for your use of the Cloud Services by any third party who accesses the Cloud Services with your Account credentials on your behalf. You may not use the Cloud Services in violation of any jurisdiction’s laws and regulations, including but not limited to all applicable provisions related to data privacy and protection, intellectual property rights, or sectoral restrictions.

Repost Web or its licensors exclusively own and reserve all right, title and interest in and to the Cloud Services, including any improvements or derivatives thereof. No title to or ownership of any

proprietary rights relating to the Cloud Services is transferred to Customer or any user pursuant to these Cloud ToS. All rights not expressly granted to Customer are reserved by Repost.

You may not: (i) reverse engineer, disassemble, or decompile the Cloud Services or apply any other process or procedure to derive the source code or reverse engineer the Cloud Services, (ii) modify, alter, tamper with, repair, or create derivative works of any components of the Cloud Services; (iii) disclose Repost Confidential Information as defined below; (iv) use the Cloud Services in a way designed or intended to avoid exceeding use limits or incurring fees; (v) assign, resell, or sublicense access to the Cloud Services to any third party; (vi) use the Cloud Services in connection with any derivative work thereof; (viii) attempt to circumvent, disable or otherwise make ineffective any security features used by the Cloud Services; (vix) use the Cloud Services to perform a harmful activity; or (x) process any harmful content to or through the Cloud Services.

Confidential Information means information, in any form or format, marked confidential, identified as Confidential Information at the time of disclosure or the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. Confidential Information includes, but is not limited to, source code, benchmarks, pricing, roadmaps, security measures and reports. You will use at least commercially reasonable efforts to maintain the confidentiality of the Confidential Information, agree to use Confidential Information only for purposes consistent with these Trial Terms and will notify us promptly of any unauthorized use or disclosure of Confidential Information. Confidential Information may be disclosed and used by your employees, partners, contractors, professional advisors and third parties having a need to know and who are under a similar obligation of confidentiality.

Modifications or discontinuation of the Cloud Services

We may need to make design choices to technically administer the Cloud Services, for example in the way we replicate, store, scale, cluster, compress, decompress or backup your Customer Data. You hereby grant us permission to make any design choices. Occasionally, you may experience interruptions, delays or errors in the Cloud Services. This may be due to a number of reasons including, maintenance that we perform on our website, as well as reasons beyond our control.

You acknowledge that we may, in our sole discretion and at any time, upgrade the Cloud Services to incorporate new features, feature updates or bug fixes. We cannot provide notice on upgrades relating to Fixed plans of the Cloud Services. An email notice (the "Notice") will be sent regarding upgrades relating to the Flexible plan of the Cloud Services. You will have 60 days from the Notice date to make the necessary provisions in your deployment environment for supporting the upgrade. If you fail to do so, our SLA terms will not be binding after such 60-days period. Cloud Services based on older versions will be completely terminated and unavailable 18 months after the Notice.

Where necessary to preserve our rights, the integrity of the Cloud Services or the availability of the Cloud Services to our users, we may, in our sole reasonable discretion and without notice or liability to you or any third party immediately suspend or terminate your account and block any and all current or future access to and use of our website and the Cloud Services (or any portion thereof) without derogating from any other right or remedy that we may have by law, equity or otherwise. We may delete your usage history and your backup data files older than 12 months or, delete your entire usage history, data files and backup data files 3 months after you terminate using the Cloud Services.

Term and Termination

These Cloud ToS commence when you complete the registration process and create an Account, and continue until terminated in accordance with these Cloud ToS. You may terminate these Cloud ToS by terminating all Cloud Services under your account. We may terminate your account and these Cloud ToS, or suspend your access to the Cloud Services: (a) for any reason subject to 30 day's prior notice, (b) immediately if (i) your payment is overdue or you are otherwise in breach of these Cloud ToS; (ii) we determine that there is a risk to the Cloud Services or to any third party from your actions and/or that your use of the Cloud Services may be unlawful; or (iii) you have ceased to operate in the ordinary course of business, made an assignment for the benefit of creditors or made a similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. If we suspend your right to access or use any portion or all of your Cloud Services, you remain responsible for all Service Fees you have incurred prior to the suspension and you will not be entitled to any credit or refund. Upon termination of these Cloud ToS: (i) all your rights under these Cloud ToS terminate immediately; (ii) you remain responsible for all Service Fees you have incurred through the date of termination; and (iii) we have no obligation to continue to store any Customer Data contained in the terminated Cloud Services post termination, nor any responsibility for any lost or damaged Customer Data.

No Warranty or Conditions

To the extent not prohibited by law, Repost, its affiliates and Partners: (a) provide the 6 services "AS IS", "WITH ALL FAULTS" and "AS AVAILABLE", (b) make no representations or warranties or conditions whether express or implied (e.g. warranty of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement), and (c) do not guarantee that the Cloud Services will be uninterrupted, error-free or free of harmful components, that the Customer Data will be secure or not otherwise lost or damaged.

If you are dissatisfied with any portion of the Cloud Services or with these Cloud ToS, your sole and exclusive remedy is to discontinue use of the Cloud Services.

Indemnification

To the extent not prohibited by law, you will defend Repost against any cost, loss, damage, or other liability arising from any third party demand or claim that any Customer Data or information provided by you, or your use of the Cloud Services: (a) infringes a registered patent, trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of Repost's actions); or (b) violates applicable law or these Cloud ToS. We will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

Limitation of Liability

To the extent not prohibited by law, in no event will Repost, its affiliates, Partners, resellers, officers, employees, agents, suppliers or licensors be liable for: any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, goodwill, use or content) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, negligence or otherwise, even if Repost has been advised as to the possibility of such damages.

The aggregate liability of Repost and its affiliates, officers, Partners, resellers, employees, agents, suppliers or licensors, relating to the Cloud Services will be limited to the greater of: (a) one (1) time the most recent monthly or yearly fee (as the case may be) that you paid for that particular service; or (b) one hundred dollars (USD\$100). The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Some jurisdictions do not allow the limitation of incidental, consequential or other damages. In such an event, this limitation will not apply to you to the extent prohibited by law.

Governing Law and Jurisdiction

If you are located in the Americas or Asia (including India), these Cloud ToS shall be governed by the laws of the State of Delaware, without regard to its conflict or choice of laws principles. The Parties agree that any and all disputes concerning these Cloud ToS shall be brought in the federal and state courts of the Commonwealth of Delaware having jurisdiction thereof and irrevocably waive any and all claims and defenses either might otherwise have in any such action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar claim or defense.

If you are located in Europe, the Middle East (other than Israel), or Africa, these Cloud ToS shall be construed and enforced in all respects in accordance with the laws of England, without reference to principles of conflict or choice of law. The Parties hereby consent to the exclusive jurisdiction of the English courts.

If you are located in Israel, these Cloud ToS shall be governed by the laws of the State of Israel without reference to principles of conflict or choice of law. The courts located in the Central District of the State of Israel shall have exclusive jurisdiction over any dispute or matter in connection with these Cloud ToS.

The Parties specifically disclaim applicability of the 1980 UN Convention on Contracts for the International Sale of Goods or any laws based on the Uniform Computer Information Transactions Act (UCITA).

General Terms

Severability; Entire Agreement. These Cloud ToS apply to the maximum extent permitted by relevant law. If a court holds that the Parties cannot enforce a part of these Cloud ToS as written, you and Repost will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Cloud ToS will remain in effect. This is the entire contract between you and Repost regarding the Cloud Services. It supersedes any and all prior contracts or oral or written statements regarding your use of the Cloud Services. Any conflicting or additional terms in any purchase order you may submit to Repost shall be deemed void.

Assignment and transfer. We may assign, transfer, or otherwise dispose of our rights and obligations under these Cloud ToS, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Cloud Services, unless Repost agrees in writing.

Independent Contractors; No Beneficiaries. Repost and you are not legal partners or agents; instead, our relationship is that of independent contractors. This agreement is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

Force Majeure. Neither Party will be liable to the other for any delay or failure to perform any obligation under these Cloud Terms (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such Party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

Notices. All communications and notices to be made or given pursuant to these Cloud ToS must be in English. We may provide any notice to you under these Cloud ToS by posting a notice on our website for the applicable Cloud Services or via email to the address associated with your Account. You will be deemed to have received any email sent to the email address then associated with your Account. To give us notice under these Cloud ToS, you must (i) email us at summasoftware@gmail.com.

We may amend these Cloud ToS at any time by posting a revised version on our website for the applicable Cloud Services or by notifying you via email. Any amended terms become effective upon posting on our website for the applicable Cloud Services or as stated in our email notice message. By continuing to use the Cloud Services after the effective date of any amendment to these Cloud ToS, you agree to be bound by the amended terms. Please check our website for the applicable Cloud Services regularly. These Cloud ToS were last amended on the date listed in the introduction to these Cloud ToS.

Government Use. If you are a U.S. government entity or if this agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), you acknowledge that elements of the Cloud Services constitute software and documentation and are provided as “Commercial Items” as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government users as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.