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BONDAP SaaS Terms and Conditions

1. Use of Online Services.

a. Right to use. We grant you the right to access and use the Online Services and to install and use the Software included with your Subscription, as further described in this agreement. We reserve all other rights.

b. Acceptable use. You may use the Product only in accordance with this agreement. You may not reverse engineer, decompile, disassemble, or work around technical limitations in the Product, except to the extent applicable law permits it despite these limitations. You may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Online Services. You may not rent, lease, lend, resell, transfer, or host the Product, or any portion thereof, to or for third parties except as expressly permitted in this agreement or the Online Services Terms.

c. End Users. You control access by End Users, and you are responsible for their use of the Product in accordance with this agreement. For example, you will ensure End Users comply with the Acceptable Use Policy.

d. Customer Data. You are solely responsible for the content of all Customer Data. You will secure and maintain all rights in Customer Data necessary for us to provide the Online Services to you without violating the rights of any third party or otherwise obligating Bondap to you or to any third party. Bondap does not and will not assume any obligations with respect to Customer Data or to your use of the Product other than as expressly set forth in this agreement or as required by applicable law.

e. Responsibility for your accounts. You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Online Services. You must promptly notify our customer support team about any possible misuse of your accounts or authentication credentials or any security incident related to the Online Services.

f. Preview releases. We may make Previews available. **Previews are provided "as-is", "with all faults", and "as-available", and are excluded from the SLAs and all limited warranties provided in this agreement.** Previews may not be covered by customer support. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into general availability.

g. Managed Services. Our services are Managed provided you have the sole ability to access, configure, and administer the Bondap's Services. You are responsible for the third party's use of our Services in accordance with the terms of this agreement. Your provision of Managed Services remains subject to the following limitations (and any other limitations in the Online Services Terms):

(i) you may not resell or redistribute the Services.

(ii) you may not allow multiple users to directly or indirectly access any Services feature that is made available on a per-user basis.

2. Purchasing services.

a. Available Subscription offers. The Portal provides Offer Details for available Subscription offers, which generally can be categorized as one or a combination of the following:

(i) **Commitment Offering.** You commit in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis in advance of use. With respect to BONDAP SaaS, additional or other usage (for example, usage beyond your commitment quantity) may be treated as a Consumption Offering. Committed quantities not used during the Term will expire at the end of the Term.

(ii) **Consumption Offering (also called Pay-As-You-Go).** You pay based on actual usage in the preceding year with no upfront commitment. Payment is on a periodic basis in arrears.

(iii) **Limited Offering.** You receive a limited quantity of Online Services for a limited term without charge (for example, as a trial Subscription or free account) or as part of another Bondap offering. Provisions in this agreement with respect to pricing, cancellation fees, payment, and data retention may not apply.

b. Ordering.

(i) By ordering or renewing a Subscription, you agree to the Offer Details for that Subscription. Unless otherwise specified in those Offer Details, Online Services are offered on an "as available" basis. You may place orders for your Affiliates under this agreement and grant your Affiliates administrative rights to manage the Subscription, but Affiliates may not place orders under this agreement. You also may assign the rights granted under Section 1.a. to a third party for use by that third party in your internal business. If you grant any rights to Affiliates or third parties with respect to Software or your Subscription, such Affiliates or third parties will be bound by this agreement and you agree to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

(ii) Some offers may permit you to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription. If you decrease the quantity during a Term, we may charge you a cancellation fee for the decrease in quantity as described below in Section 3.b..

c. Pricing and payment. Payments are due and must be made according to the Offer Details for your Subscription.

(i) For Commitment Offerings, the price level may be based on the quantity of Online Services you ordered. Some offers may permit you to modify the quantity of Online Services ordered during the Term and your price level may be adjusted accordingly, but price level changes will not be retroactive. During the Term of your Subscription, prices for Online Services will not be increased, as to your Subscription, from those posted in the Portal at the time your Subscription became effective or was renewed, except where prices are identified as temporary in the Offer Details, or for Previews or Non-Bondap Products. All prices are subject to change at the beginning of any Subscription renewal.

(ii) For Consumption Offerings, pricing is subject to change at any time upon notice.

d. Renewal.

(i) Upon renewal of your Subscription, this agreement will terminate, and your Subscription will thereafter be governed, by the terms and conditions set forth in the Portal on the date on which your Subscription is renewed (the "Renewal Terms"). If you do not agree to any Renewal Terms, you may decline to renew your Subscription.

(ii) For Commitment Offerings, you may choose to have a Subscription automatically renew or terminate upon expiration of the Term. Automatic renewal is pre-selected. You can change your selection at any time during the Term. If the existing Term is longer than one calendar year, we will provide you with notice of the automatic renewal before the expiration of the Term.

(iii) For Consumption Offerings, your Subscription will renew automatically for additional one-year terms until you terminate the Subscription.

(iv) For Limited Offerings, renewal may not be permitted.

3. Term, termination, and suspension.

a. Agreement term and termination. This agreement will remain in effect until the expiration, termination, or renewal of your Subscription, whichever is earliest.

b. Subscription termination. You may terminate a Subscription at any time during its Term; however, you must pay all amounts due and owing before the termination is effective.

(i) One-year Subscription. A Subscription having a one-year Term may be terminated anytime without any cancellation fee.

(ii) Subscriptions of more than one-year. If you terminate a Subscription to within 12 months of the date on which the Subscription became effective or was renewed, no refunds will be provided, and you must pay for the initial year of the Subscription, but no payments will be due for the remaining portion of the terminated Subscription. If you terminate a Subscription at any other time during the term, you must pay for the remainder of the Term, and no refunds will be provided.

(iii) Limited Offerings. Bondap may terminate your Subscription to a Limited Offering at any time during the Term immediately without notice.

(iv) Other Subscriptions. For all other Subscriptions, if you terminate a Subscription before the end of the Term, no refunds will be provided.

c. Suspension. We may suspend your use of the Online Services if: (1) it is reasonably needed to prevent unauthorized access to Customer Data; (2) you fail to respond to a claim of alleged infringement within a reasonable time; (3) you do not pay amounts due under this agreement; (4) you do not abide by the Acceptable Use Policy or you violate other terms of this agreement; or (5) for Limited Offerings, the Subscription becomes inactive from your failure to access the Online Services as described in the Offer Details. If one or more of these conditions occurs, then:

(i) For Limited Offerings, we may suspend your use of the Online Services, your Subscription and your account immediately without notice.

(ii) For all other Subscriptions, a suspension will apply to the minimum necessary part of the Online Services and will be in effect only while the condition or need exists. We will give notice before we suspend, except where we reasonably believe we need to suspend immediately. We will give at least 30 days' notice before suspending for non-payment. If you do not fully address the reasons for the suspension within 60 days after we suspend, we may terminate your Subscription and delete your Customer Data without any retention period. We may also terminate your Subscription if your use of the Online Services is suspended more than twice in any 24-month period.

4. Warranties.

a. Limited warranty.

(i) Online Services. We warrant that the Online Services will meet the terms of the SLA during the Term. Your only remedies for breach of this warranty are those in the SLA.

b. Limited warranty exclusions. This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;

(ii) this limited warranty does not cover problems caused by accident, abuse or use of the Products in a manner inconsistent with this agreement or our published documentation or guidance, or resulting from events beyond our reasonable control;

(iii) this limited warranty does not apply to problems caused by a failure to meet minimum system requirements; and

(iv) this limited warranty does not apply to Previews or Limited Offerings.

c. DISCLAIMER. Other than this warranty, we provide no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers will apply except to the extent applicable law does not permit them.

5. PRIVACY POLICY AND CONDUCT OF USER

By accessing and using the Online services it is agreed not to, in any way, use the Online services to:

- directly or indirectly purchase, sale or provide goods, technology or services prohibited or controlled under any applicable sanctions and dual use regulations, unless granted a permit by the competent authority.
- upload, post or otherwise transmit any data or content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity (including, but not limited to, BONDAP officials) or falsely state or otherwise misrepresent your affiliation with a person or entity;
- upload, post or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information owned by third parties);
- upload, post or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

- upload, post or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- "stalk" or otherwise harass another;
- collect or store personal data about other users;
- promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "crush" sites; and
- use your hosting site (or directory) as storage for remote loading or as a door or signpost to another web page (except you own web page), whether inside or beyond the Site.
- store, process, distribute or otherwise transmit medical records, health records or information regarding individuals ethical, religious or sexual orientation.
- develop own commercial purposes other than purported by this agreement.

6. Limitation of liability.

a. Limitation. The aggregate liability of each party for all claims under this agreement is limited to direct damages up to the amount paid under this agreement for the Online Service during the 12 months before the cause of action arose; provided, that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription. For Products provided free of charge, liability is limited to direct damages up to 5,000.00 GBP.

b. EXCLUSION. Neither party will be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the party knew they were possible or reasonably foreseeable.

c. Exceptions to limitations. The limits of liability in this Section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under Section 5; or (2) violation of the other's intellectual property rights.

7. Miscellaneous.

a. Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Bondap must be sent to the following address:

claims@bondap.com

Notices to you will be sent to the address that you identify on your account as your contact for notices. Bondap may send notices and other information to you by email or other electronic form.

b. License Transfers and Assignment. You may not assign this agreement either in whole or in part or transfer licenses without Bondap's consent.

c. Consent to partner fees. When you place an order, you may be given the opportunity to identify a "Partner of Record" associated with your Subscriptions. By identifying a Partner of Record, directly or by authorizing a third party to do so, you consent to our paying fees to the Partner of Record. The fees are for pre-sales support and may also include post-sales support. The fees are based on, and increase with, the size of your order. Our prices for Online Services are the same whether or not you identify a Partner of Record.

d. Severability. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

e. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver.

f. No agency. This agreement does not create an agency, partnership, or joint venture.

g. No third-party beneficiaries. There are no third-party beneficiaries to this agreement.

h. Entire agreement. This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this Online Subscription Agreement, (2) the Online Services Terms, (3) the applicable Offer Details, and (4) any other documents in this agreement.

i. Survival. The terms in Sections 1, 2.c., 2.e., 4, 5, 6, 7, and 8 will survive termination or expiration of this agreement.

j. Force majeure. Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to your payment obligations under this agreement.

k. Contracting authority. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf. If you specify an entity, or you use an email address provided by an entity you are affiliated with (such as an employer) in connection with a Subscription purchase or renewal, that entity will be treated as the owner of the Subscription for purposes of this agreement.

l. Government customers. Government customers should consult with Bondap prior to acceptance. By accepting this agreement, you represent that you have complied and will continue to comply with all applicable laws and governmental procurement requirements.

8. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Customer Data" is defined in the Online Services Terms.

"Customer Solution" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services, or any user of a Customer Solution.

"Managed Service Solution" means a managed IT service you provide to a third party that consists of the administration of and support for BONDAP Services.

"BONDAP Services" is defined in the Online Services Terms.

"Offer Details" means the pricing and related terms applicable to a Subscription offer, as published in the Portal.

"Online Services" means any of the Bondap-hosted services to which you subscribe under this agreement.

"Online Services Terms" means the terms that apply to your use of the Products. The Online Services Terms include terms governing your use of Products that are in addition to the terms in this agreement.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Bondap to obtain customer feedback.

"Portal" means the Online Services' respective web sites, or at an alternate website we identify.

"Product" means any Online Service (including any Software).

"SLA" means the commitments we make regarding delivery and/or performance of an Online Service.

"Software" means Bondap software we provide for installation on your device as part of your Subscription or to use with the Online Service to enable certain functionality.

"Subscription" means an enrollment for Online Services for a defined Term. You may purchase multiple Subscriptions, which may be administered separately, and which will be governed by the terms of a separate Online Subscription Agreement.

"Term" means the duration of a Subscription (e.g., 12 months, 5 years).