

Complete Computer Solutions, Inc.

RPM Cloud Services - Terms of Service Agreement

Updated: August 3, 2023

<https://rpmccs.com/terms-of-service>

Thank you for choosing Complete Computer Solutions, Inc. and our Representative Payee Manager (RPM) Cloud Services. This document describes the terms and conditions under which Complete Computer Solutions, Inc. (P.O. Box 875, Floyds Knobs, IN 47119) enables its customers to access and use our software as a cloud service along with other cloud technology solutions and associated services.

PLEASE READ THIS DOCUMENT CAREFULLY. THESE TERMS OF SERVICE CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN THE CUSTOMER AND COMPLETE COMPUTER SOLUTIONS, INC. AND CONTAIN IMPORTANT INFORMATION REGARDING THE DURATION OF THE SERVICES, OUR RIGHTS TO CHANGE THESE TERMS OF SERVICE, LIMITATIONS OF OUR LIABILITY, WARRANTY DISCLAIMERS, TERMS REGARDING THE CUSTOMER AND ITS USERS' PRIVACY RIGHTS, AS WELL AS TIME LIMITATIONS FOR SUBMITTING LEGAL CLAIMS. THE CUSTOMER'S (INCLUDING ITS USERS') USE OF OUR SERVICES WILL MEAN THAT THE CUSTOMER HAS ACCEPTED THE TERMS AND CONDITIONS DESCRIBED BELOW.

This document (the "**Terms of Service**") describes the terms and conditions under which Complete Computer Solutions Inc. (referred to as "**Complete Computer Solutions, Inc.**", "**CCS**", "**we**", "**us**" or "**our**") enables its customer (either you as an individual, or the legal entity that you represent, or for the benefit of which you are agreeing to these Terms of Service and have the full power and authority to bind contractually, as applicable; referred to as the "**Subscriber**", "**you**", "**your**" or "**yours**") to access and use our Representative Payee Manager Software (referred to as "**RPM**") as a service along with other cloud technology solutions and the associated services made available by CCS (each a "**Cloud Service**"). The Cloud Services may be accessed by the Subscriber directly, or by its employees or other authorized users acting on its behalf (each a "**User**")

1. **Scope.** These Terms of Service apply to the provision of all CCS Cloud Services to the Subscriber and its Users. Please note that additional terms may apply with respect to some Cloud Services. Such additional terms will be identified as an addendum to these Terms of Service and, to the extent applicable, supplement and form an integral part of these Terms of Service. If any other CCS terms and conditions apply to our provision of any Cloud Service, such additional terms will be provided to the Subscriber at the time of its subscription to the relevant Cloud Service in the form of a Cloud Service Supplement to these Terms of Service.
2. **Subscription.** The Subscriber may procure an RPM Cloud Service Plan by purchasing a subscription through our website. Subscription to certain Cloud Services may require a minimum subscription commitment period.
 - 2.1. **Procurement of Cloud Services.**
 - 2.1.1. **Orders.** A Subscriber may purchase a subscription to a Cloud Service by executing a subscription order in the form provided by CCS and submitting through the dedicated subscription portal (<https://rpmccs.com/rpm-cloud-order-form>) or other supported means as defined by CCS (an "**Order**"). The Order will, amongst other things, identify the following:

- The Subscription plan selected by you (the “**Plan**”)
- The amounts payable to CCS for the subscription to such Plan (the “**Fees**”)
- The subscription duration
- Any applicable taxes
- Any other details as may be relevant for the Order or the provision of the relevant Cloud Service.

Unless stated otherwise in the Order, all Fees are quoted and invoiced in United States Dollars (USD).

- 2.1.2. **Order validity.** An Order will become binding when it is received and accepted by CCS either in writing or through other supported manual or automated mechanisms (such as, for example, a Cloud Service provisioning portal). CCS may also accept an Order by making available the requested Cloud Service to the Subscriber.
- 2.1.3. **Fees on renewal.** CCS’s subscription Fees are subject to change at any time. We will give you a notice to that regard, either by email, through the Cloud Service, the Cloud Service subscription portal, by publishing such changes on our website or through other means available to us. However, such changes will not impact any then current subscription that the Subscriber may have until the later of (i) the expiration of your then-current subscription Plan term; or (ii) sixty (60) days following the date of such change.
- 2.1.4. **Optional features.** CCS may make available for purchase, in relation to a given Plan, certain additional capabilities, enhancements or other optional features that are not included by default in that Plan (each an “**Optional Feature**”). If the Subscriber wishes to procure any Optional Feature in relation to its Plan during its term, the Fees pertaining to each such Optional Feature will be charged at the prices in effect at the time the subscription to the Optional Feature is purchased by the Subscriber but prorated to the remainder of the then current subscription term left in the Plan. Purchased Optional Features will be linked to the specific Cloud Service Plan subscribed to by the Subscriber and will, therefore, be automatically renewed or terminated at the same time as the main Plan.
- 2.1.5. **Subscription duration and renewal.** Unless the Order defines the start date of your subscription to a Cloud Service Plan, your subscription to such Cloud Service Plan will begin on the later of (i) the date of CCS’s acceptance of the relevant Order, (ii) the date on which CCS grants you access to the Cloud Service covered in such Order (the “**Start Date**”). The original term of your subscription to the Plan will expire at the end of the subscription period defined in the Order or such other period covered by the Plan following the Start Date (the “**Initial Term**”). Unless expressly stated otherwise on the Order, upon the expiration of the Initial Term, your subscription to the Plan (and to related Optional Features, if any) will automatically renew for additional successive periods of the same duration as the Initial Term (each a “**Renewal Term**”; and all Renewal Terms together with the Initial Term are referred to as the “**Subscription Term**”), unless you provide us with a notice of non-renewal at least seven (7) days before the expiration of the Initial Term or then-current Renewal Term (as applicable). Such non-renewal notices shall be given to us through automated means made available as part of the Cloud Service, a dedicated subscription portal made available by CCS in relation to certain Cloud Services, or by contacting us in writing. Unless expressly agreed to otherwise between you and us, your subscription will renew

for each Renewal Term at the then-current CCS subscription rate applicable to your Plan and the related Optional Features, as applicable.

2.1.6. **Plan changes.** If you choose to upgrade your Plan during its Initial Term or a Renewal Term to another Plan, we will apply, as a credit towards your payment of the subscription Fees for the new Plan, the prorated Fees until the end of such Initial Term or Renewal Term (as applicable) under the old Plan. As such, you will be required to only pay the outstanding balance of Fees payable to CCS for the new Plan until the expiration of such Initial Term or Renewal Term (as applicable).

2.2. Provision of Cloud Services

2.2.1. **No suspension for convenience.** Cloud Services are provided on a continuous basis and CCS will not agree to temporarily suspend the Term of your Plan for your convenience.

2.2.2. **Support.** Subject to payment of the corresponding Fees, CCS will provide the support services specified in the applicable Order or the details of the Plan and/or the Optional Feature procured by you. CCS's responsibility in providing support to the Subscriber will consist of CCS using commercially reasonable efforts to identify and resolve all in-scope issues as the result of which the Cloud Services do not perform in a manner consistent with the Terms of Service and the relevant CCS documentation. In certain cases, we may need to access your systems or your instance of the Cloud Service to provide support in relation to an issue. In those cases, we will ask you to grant us such access as may be reasonably necessary for us to perform support services. You understand that if you do not grant us such access, we may not be able to provide you such support or help resolve the issue with respect to which you requested our support. Support hours are available for review at <https://rpmccs.com/support>.

2.2.3. **Service level commitments.** Where we agree to issue a service level credit as the result of our inability to achieve the service level commitments pertaining to a Cloud Service, as set out in this agreement, such service level credits will be applied as a billing credit towards future invoices.

2.3. Invoicing and Payment.

2.3.1. **Invoicing.** Fees shall be paid based on invoices issued by CCS. All invoices are payable due on receipt.

2.3.2. **Payment method.** Unless expressly stated in the Order or otherwise agreed to in writing between you and us, subscriptions to Cloud Services must be paid for via a preauthorized method of payment, a valid credit or debit card (through major payment card networks generally accepted by CCS) or via ACH direct debit. You are expressly authorizing us to charge all the Fees and other applicable charges pertaining to your procurement of Cloud Services to the payment method that you have provided in relation to your subscription, which includes the Fees for recurring payments for subscriptions, payment for any Optional Features, as well as any other charges payable under your Plan or the Terms of Service. Recurring charges will be charged to your payment method monthly, annually or at such other frequency which corresponds to the Plan and the Optional Features, if any, selected by you.

2.3.3. **Processing of payments and chargebacks.** Unless otherwise agreed to in writing between you and us, all payments will be processed by a third-party and CCS will not store your payment method data. Payment processing will be subject to the payment processor's terms and conditions and privacy policy. For the purpose of this section, payment processing is deemed to be a Third-Party Service, as defined in the Terms of Service, and CCS shall have no liability to you or your Users for such payment processor's access and use of your payment method data and such payment processor's compliance with its own terms of service and privacy policy. Credit and

debit card payments are subject to the approval of the card issuer, and CCS will not be liable in any way if a card issuer refuses to accept a credit or debit card for any reason. You are responsible for any credit card chargeback or similar fees for refused or rejected payments chargeable by your card issuer or the third-party payment processor. CCS reserves the right to further charge you an administrative fee for refused or rejected payments processed.

2.3.4. **Non-payment.** If CCS has not received payment within three (3) days after the due date, or if the payment method associated with your account is declined or fails for any reason, we will send you a written warning notice in such case (using the contact information associated with your account for the Cloud Service) and allow you a reasonable time (under the circumstances) to issue your payment to us. Except for any invoiced amounts disputed in good faith by you, and without prejudice to any other remedies available to us, we reserve the right to charge you an annual interest rate of twelve percent (12%), or the maximum amount permitted by law, whichever is lower, compounded monthly, until the full payment is received. In addition, in the event legal action is taken by us for payment, you agree that we may recover costs of collection and reasonable attorney's fees. We further reserve the right to suspend or terminate your access to the Cloud Service if you fail to pay your Fees as they become due.

2.3.5. **Taxes.** Unless expressly stated otherwise by CCS, all Fees are exclusive of applicable sales, value added and other similar taxes, all of which shall be paid by you in addition to such Fees. You hereby confirm that we may rely on the information that you provided to us as part of the Order as being the place of supply for such tax purposes. If you are legally entitled to an exemption from the payment of any taxes, you must promptly provide us with a valid tax exemption certificate for each requested taxing jurisdiction. Unless otherwise prohibited by law, we will apply the benefits of any requested tax exemption to charges occurring under your account on a going-forward basis following our receipt and processing period of each such tax exemption certificate.

2.4. **Invoicing errors and disputes.** If you in good faith dispute any portion of the invoiced Fees, you must provide us written notice to that regard within ten (10) days from the date of your receipt of the relevant invoice, identifying in detail the reasons for the dispute, the amount being disputed, as well as submitting to us all relevant proof as may be reasonably necessary for us to validate your claim. Your dispute as to any portion of the invoice will not excuse your obligation to timely pay the undisputed portion of such invoice. Upon resolution of the dispute between you and us, you must pay any unpaid but payable amounts within ten (10) days, without further notice from us. Any amounts that are found to be in error resulting in an overpayment by you will be applied as a billing credit towards future invoices or reimbursed for any outstanding billing credits at the expiration or termination of this agreement

2.5. **Term and Termination.** If you terminate the Terms of Service or any Plan or Optional Feature as a result of a material breach by CCS of its obligations under the Terms of Service, you will not be liable for any Fees payable for the period following the date of such termination of the Terms of Service, the Plan or Optional Features (except for those Fees arising from your use of the Cloud Services prior to them being disconnected), and we will issue to you a prorated refund of all prepaid and unused Fees paid by you for terminated Cloud Services. If, however, you terminate the Terms of Service or any Plan or Optional Feature for any reason other than as a result of a material breach by CCS of our obligations under the Terms of Service, you will not be eligible to a refund of any prepaid Fees and must, to the extent permitted by applicable law and without limiting any other right or remedy of CCS, pay, within ten (10) days of such termination, all amounts that have accrued prior to such termination, as well as Fees payable for the remainder of the Initial Term or the then-current Renewal Term

pertaining to your subscription Plan.

3. Conditions of Use

- 3.1. **Subscriber account.** Upon subscription to a Cloud Service, the Subscriber will be invited to create an account for the Subscriber and/or its Users (the “**Subscriber Account**”). The Subscriber must protect the Subscriber Account with a complex, secure password, and keep its login information confidential. The Subscriber is fully responsible for its and its users’ access and use of the Subscriber Account, and any “**Subscriber Data**” (as defined in 4.2) accessible through it. Unless expressly permitted otherwise by CCS in writing, the Subscriber may not create shared Subscriber Accounts so that multiple Users or other individuals would have access to one single Subscriber Account. The Subscriber Account is part of the Cloud Services it is associated with.
- 3.2. **Permitted use.** The Subscriber may only access and use each Cloud Service (including any software provided as part of it) for its internal purposes, and not for distribution or resale. The Subscriber may solely access and use such Cloud Service in the territory where such Cloud Service was made available to it. The Subscriber may not access or use the Cloud Service to create products that could be considered competitive with CCS Cloud Services. The Subscriber may not (and shall not encourage, assist or permit any other person to) modify, decompile, reverse engineer or otherwise tamper with any Cloud Service, in whole or in part (including without limitation any software provided as part of it, as well as any underlying technologies, systems, networks and services provided in relation to our Cloud Services), or create any derivative works therefrom or thereof. Except as expressly allowed herein, the Subscriber may not copy, sell, distribute, license or sub-license any Cloud Service in whole or in part (including without limitation any software provided in association therewith). For avoidance of doubt, the foregoing does not restrict the Subscriber to designate any individual as a User and permit such User to access and use the Cloud Services for or on behalf of the Subscriber or any of the Subscriber’s Affiliates. For the purpose of this document, the term “**Affiliate**” shall mean any entity that owns or controls, is owned or controlled by, or is under common ownership or control with the Subscriber. We reserve the right to limit or suspend Subscriber’s (and/or any User’s) access or use of the Cloud Services, in whole or in part, if we have reasonable grounds to believe that Subscriber (or any of its Users) violates these Terms of Services or accesses or uses our Cloud Services in a manner that is unlawful, fraudulent, abusive, or that otherwise violates the applicable laws, including without limitation those pertaining to the privacy and property rights (including without limitation intellectual property rights) of others. The Subscriber understands that by doing so, we will not be liable to the Subscriber or any other person for any inconvenience, losses or damages whatsoever.
- 3.3. **Subscriber promises.** By accessing and using the Cloud Services, the Subscriber guarantees to CCS that: (i) it possesses all necessary permissions and authorizations to access and use the Cloud Services in a manner described in these Terms of Service; (ii) it has taken and will take such steps as may be necessary to ensure that its access and use of the Cloud Services complies with the applicable laws and regulations; and (iii) it does not and will not use the Cloud Services for any purpose that is illegal, unlawful, fraudulent or contrary to these Terms of Service, and it will fully cooperate with us to investigate any suspected or actual illegal, unlawful, fraudulent or improper activity related to the Cloud Services. The Subscriber further understands and agrees that the Subscriber is fully liable for its users’ access and use of the Cloud Services and their compliance with these Terms of Service, as well as for all their actions and omissions, as if they were actions or omissions of the Subscriber directly.
- 3.4. **Service availability.** We work hard to maximize the availability of our Cloud Services. The monthly availability of the Cloud Service is 99.9%. Availability of the Cloud Service is calculated as follows:

(Total Time – Downtime) / Total Time x 100, where the “Total Time” represents the total number of minutes in a calendar month, and the “Downtime” corresponds to the number of minutes in such month during which the Cloud Service was inaccessible to the Subscriber, as determined by CCS. The foregoing calculation excludes performance availability issues that are generally outside of our reasonable control, or were caused directly or indirectly by the Subscriber, including, without limitation, the following occurrences:

- Any Downtime during a period for which no payment was received by CCS as of the time of such Downtime. This includes Subscriber’s failure to pay for use of the Cloud Service by Subscriber, including but not limited to when subscriptions or prepaid balance runs out.
- Subscriber’s use of any beta or trial Cloud Service.
- Subscriber’s failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or use of the Cloud Service in a manner inconsistent with the features and functionality of such Cloud Service.
- Factors outside our reasonable control, including, but not limited to, any force majeure events, failures, acts or omissions of your infrastructure providers (e.g., internet service provider) or failures of the internet.
- Subscriber’s or third-party hardware or software issues.
- Actions or inactions of Subscriber or third parties.
- Actions of third parties, including but not limited to security compromises, denial of service attacks and viruses.
- Subscriber’s use of the Cloud Service after Subscriber was advised to modify its use of the Cloud Service if Subscriber did not modify its use as advised.
- Acts or omissions of Subscriber’s employees, agents, contractors, or vendors, or anyone gaining access to Cloud Service by means of passwords or equipment.
- Scheduled maintenance announced at least 24 hours in advance.
- Emergency maintenance periods (that may or may not be announced in advance) necessary to correct an important security vulnerability or other material and time sensitive issue.
- Subscriber’s violations of the Terms of Service.
- Law enforcement activity.

For any calendar month during which CCS fails to achieve the availability levels set out above, CCS agrees to issue, upon request, a compensation to Subscriber in the form of a credit calculated based on the actual availability of the Cloud Service as determined by CCS during such month. The credit percentage defined in the table below is granted on the amount received by CCS for the Subscriber’s subscription to the relevant Cloud Service during such month. No credit shall be issued for a Cloud Service made available on a trial basis.

Actual availability/month	Credit (of the monthly fee)
99.9 to 99.5%	5%
99.4 to 99.0%	10%
98.9 to 98.0%	15%
below 98.0%	20%

Any credits pertaining to CCS’s failure to achieve the availability levels above shall be requested through CCS. Granted credits will be remitted by CCS to Subscriber.

Additionally, should any of the Subscriber Data be affected by a Cloud Service issue, CCS will use commercially reasonable efforts to restore such Subscriber Data in accordance with the following recovery time objective (“RTO”) and recovery point objective (“RPO”):

<u>Cloud Service</u>	<u>RTO</u>	<u>RPO</u>
All CCS Cloud Services	24 hours	24 hours

- 3.5. **Third-party services.** Our Cloud Services may enable the Subscriber to access and use third-party software and/or services through integration of such third-party offerings with our Cloud Services (“**Third-Party Services**”). The Subscriber acknowledges that integrations and accesses to such Third-Party Services in association with our Cloud Services are made available to the Subscriber for convenience only. CCS does not endorse any such Third-Party Services, nor does CCS make any representations or provide any warranties whatsoever with respect to any such Third-Party Services. Third-Party Services are not part of Cloud Services. Third-Party Services are provided to the Subscriber in accordance with their respective terms and conditions, and the Subscriber alone is responsible for ensuring that it procures appropriate rights to access and use any such third-party services in association with the Cloud Services and complies with the terms and conditions applicable to their use. For clarity, third-party login authentication services that may be used by the Subscriber or its Users to log in to the Subscriber Account are considered Third-Party Services.
- 3.6. **Scope changes.** As the technology world continues to evolve, we may need to adapt the scope of our Cloud Services to provide our customers with our newest features and security protections, as well as to comply with the applicable legal framework. This may include, from time to time, discontinuing features that are of little or no relevance to most of our customers. While we may make these changes without advance notice to our customers, we promise not to materially decrease any key features of the Cloud Services without first advising you in writing.

4. Licenses, Intellectual Property Rights and Third-Party Tools

- 4.1. **Grant of licenses.** No license to RPM is granted outside of the Cloud Service.
- 4.2. **Subscriber property rights.** The Subscriber is and will remain the sole owner of all rights (including without limitation all intellectual property rights), titles and interest in and to all information, materials and other data uploaded by the Subscriber or any of its Users to the Cloud Services or generated for the Subscriber by our Cloud Services during the term of these Terms of Service. Subscriber Data includes, but is not limited to, any personal data pertaining to the Subscriber or its Users and other materials and content uploaded to and stored by the Subscriber, or its Users in the Subscriber Account associated with the Cloud Services.
- 4.3. **CCS property rights.** Our Cloud Services and all software are protected by law, including all associated intellectual property rights (such as patents, copyrights, service marks, trademarks, trade secrets, moral rights and other intellectual property rights) in the United States, and other countries. CCS, together with its licensors and partners (as applicable), is and will remain the sole owner of all rights, titles and interest in and to all trademarks, service marks, software, hardware and any other technology and/or property provided or otherwise made available by or on behalf of CCS in relation to

the Cloud Services, including all modifications and derivative works, as well as the associated goodwill, regardless of any use of the words 'purchase', 'sale' or the like in these Terms of Service, our websites or any documentation. CCS will also exclusively own all rights, titles and interest in and to any information and usage data (other than the Subscriber Data) collected or generated from the Subscriber's access and use of our Cloud Services or any software provided by us. For clarity, such usage data does not include any personal data of the Subscriber or its Users, all of which is Subscriber Data. The Subscriber acknowledges that we may collect and use such usage data to provide support services to the Subscriber, as well as to access and improve the performance and the quality of our Cloud Services.

4.4. **Trademarks.** The trademarks used in these Terms of Services and their respective logos are trademarks or registered trademarks of CCS or its affiliates in the United States.

5. Term and Termination

5.1. **Term.** The Subscriber will be bound by these Terms of Service immediately upon its subscription to any Cloud Service (whether through purchase of a subscription or on a trial basis), and, subject to section 5.2 below, will remain in full force and effect until the expiration of the term of all subscriptions to Cloud Services held by the Subscriber.

5.2. **Termination.** These Terms of Service will be terminated upon the occurrence of any of the following events: (i) if the Subscriber terminates these Terms of Service by providing CCS with a written notice to that regard; (ii) CCS terminates these Terms of Service by providing the Subscriber with a written notice to that regard if: (a) the Subscriber (or any of its Users) is in breach of any of the terms of these Terms of Service or any license for third-party software, (b) the Subscriber's use of the Cloud Services is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Cloud Services, CCS network or systems, (c) CCS receives an order from a court or a regulatory authority to cease the provision of the Cloud Services to the Subscriber or the relevant Cloud Services in the territory where such Cloud Service was made available to the Subscriber or in general, or (d) CCS discontinues the relevant Cloud Services in the territory where such Cloud Service was made available to the Subscriber, or in general (provided that in such case we will not terminate your access to such Cloud Service until the later of the expiration of your then-current subscription term or (6) months following issuance of our notice advising you of such discontinuation); or (iii) as otherwise provided in these Terms of Service.

5.3. **Effect of termination.** Upon termination of these Terms of Service, CCS will immediately stop providing all Cloud Services to the Subscriber. Data stored in the RPM database will be exported to csv files and stored along with all files in the shared folder in a password protected zip file. The zip file will be stored on our secure ftp site and made available to Subscriber for download for thirty (30) days following termination. CCS will permanently delete all data related to the Subscriber Cloud Services.

6. Confidentiality, Privacy and Data Security

6.1. **Confidential information.** As part of the Cloud Services, both the Subscriber and CCS may obtain certain non-public information relating to other party's business and products, such as, but not limited to, codes, technology, know-how, algorithms, testing procedures, structure, interfaces, specifications documentation, pricing information, bugs, problem reports, analysis and performance information, and other technical, business, operational and product-related data ("**Confidential Information**"). Each party agrees to hold such Confidential Information in confidence, and not disclose it to anyone or use it for any purpose other than the use (in the case of the Subscriber) or the provision (in the case of

CCS) of the Cloud Services under these Terms of Service. It is understood that CCS may disclose the Subscriber's Confidential Information to its affiliated companies, contractors, partners and licensors (including their respective directors, officers, contractors, employees, agents and representatives) on a need-to-know basis, to be able to provide the Cloud Services to the Subscriber.

- 6.2. **Privacy.** We respect our customers' privacy. To be able to provide the Cloud Services, we may need to access, collect and store certain proprietary, confidential or personal information. We may also need to share such information with our licensors and partners who assist us in providing the Cloud Services. The objectives and the scope of our collection, use and disclosure of personal data of the Subscriber and its Users in connection with their use of the Cloud Services is outlined in our **privacy policy**, available at <https://rpmccs.com/privacy>. The Subscriber's acceptance of these Terms of Service will also signify the Subscriber's acceptance of the terms of the privacy policy.
- 6.3. **Data security.** We have put in place and will maintain throughout your subscription to the Cloud Services administrative, physical, and technical measures for the protection of the security, confidentiality and integrity of the Subscriber Data. Those measures include safeguards for preventing access, use, modification or disclosure of the Subscriber Data by our personnel except if necessary to provide you with the Cloud Services and any related services (such as support), to prevent or resolve service or technical problems, if required by law, or if otherwise agreed to in writing by the Subscriber.

7. Warranties, Indemnities and Limitation of Liability

- 7.1. **Our warranties.** We warrant that during the term of your subscription to a Cloud Service, the Cloud Services will perform materially in accordance with the applicable documentation throughout the duration of the Subscriber's subscription term, provided that the Cloud Service is used in accordance with such documentation. For clarity, the foregoing warranty does not extend to ensuring continuous availability of any Third-Party Services, as they may not be under our control. If we are in breach of any warranty above, the Subscriber's only remedy will be to terminate these Terms of Service in accordance with section 5.2 above.
- 7.2. **Compliance with laws.** The Subscriber warrants that its access and use of our Cloud Services (including, where applicable, access and use of any software and/or hardware provided hereunder) will be in compliance with all applicable laws, rules and regulations, including privacy, intellectual property, exports and imports laws and regulations in the United States and in other countries. The Subscriber may access and use our Cloud Services (and access and use any software and/or hardware provided in association with them), only in the territory in which we made available the Cloud Services for purchase by the Subscriber.
- 7.3. **Disclaimer of other warranties.** Except for the warranties described in section 7.1 above, to the maximum extent permitted by law, CCS makes no representations and gives no warranties with regards to the Cloud Services, including without limitation with regards to their performance, availability, coverage, uninterrupted availability, security, pricing or operation, or that of any software, hardware, services, connections, networks or Third-Party Services used or provided in association with our Cloud Services. All Cloud Services (including any software and hardware provided in association with them) are provided "as is" and "as available", without any representations or warranties whatsoever, including, without limitation, warranties of title, security, non-infringement, merchantability, quality, availability or fitness for a particular purpose.
- 7.4. **Indemnification by CCS.** CCS agrees to defend the Subscriber against or settle any demands, claims, causes of action, suits and proceedings ("**Claims**") against the Subscriber brought by third party alleging that the Cloud Services infringe or misappropriate such third party's intellectual property

rights, and CCS agrees to indemnify and hold harmless the Subscriber from any damages, attorney fees and legal costs finally awarded against the Subscriber, or the amounts payable by the Subscriber under a settlement approved by CCS in writing, as a result of such Claim against the Subscriber, provided that the Subscriber promptly gives CCS a written notice of such Claim, gives CCS sole control of the defense or settlement of the Claim (provided that the Subscriber shall first approve to any settlement in writing, which approval must not be unreasonably withheld), and provides CCS with all reasonable assistance at our expense. In the event of any such infringement or misappropriation Claim brought or threatened against the Subscriber, CCS may, at its option: (i) obtain for the Subscriber the right to continue to use the Cloud Service(s); (ii) replace or modify the Cloud Service(s) so it becomes non-infringing; or (iii) if we determine that the resolutions described in items (i) and (ii) are not reasonably practicable, then we may end your access to the relevant Cloud Service, and issue a refund for any prepaid but not used subscription fees.

- 7.5. **Indemnification by the Subscriber.** The Subscriber agrees to defend CCS against or settle any Claims against CCS brought by third party alleging that Subscriber Data infringes or misappropriates such third party's privacy or property rights (including without limitation intellectual property rights), or otherwise violates any applicable laws or regulations, and Subscriber agrees to indemnify and hold harmless CCS from any damages, attorney fees and legal costs awarded against CCS, or the amounts payable by CCS under a settlement approved by the Subscriber in writing, as a result of such Claim against CCS, provided that CCS promptly gives the Subscriber a written notice of such Claim, gives the Subscriber sole control of the defense or settlement of the Claim (provided that CCS shall first approve any settlement in writing, which approval must not be unreasonably withheld), and provides the Subscriber with all reasonable assistance at the Subscriber's expense.
- 7.6. **Limitation of liability.** Except for the parties' respective confidentiality and indemnity obligations under these Terms of Services, to the maximum extent permitted under the applicable laws, neither party shall be liable to the other party for any special, exemplary, indirect, incidental, consequential or punitive damages, regardless of the theory of action. CCS will not be liable for any loss or corruption of the Subscriber Data, or for any costs or expenses associated with backing up or restoring any of such Subscriber Data outside of the retention window selected with the Plan. To the maximum extent permitted under the applicable laws, CCS total aggregate liability for all past, current and future Claims by the Subscriber (including any of its Users) under these terms of service or in association with the Cloud Services provided hereunder shall be limited to the amounts paid by the Subscriber to CCS for the Cloud Services during the twelve (12) months immediately preceding the occurrence of the event giving rise to such Claim.

8. General

- 8.1. **Contact information.** If you wish to contact us for matters related to these Terms of Service, please email us at: rpm@rpmccs.com. If we need to contact the Subscriber for matters related to these Terms of Service, we will use the contact information that you will have provided to us as part of your subscription to the Cloud Services. Please promptly advise us of any changes to your contact information. All notices will be deemed delivered on the date shown on the postal receipt, facsimile or electronic mail confirmation of delivery.
- 8.2. **Force majeure.** The Subscriber hereby acknowledges that circumstances outside of our reasonable control (such as, without limitation, internet or power outages, fires, floods, vandalism, sabotage, large scale outbreaks of computer virus, malware or other malicious code, strikes, riots, wars or other military action, civil disorder, acts of terrorism, acts of third parties, or the like) may cause delays in

our ability to perform Cloud Services. As such, the Subscriber hereby acknowledges and agrees that CCS shall have no liability whatsoever to the Subscriber (including its Users) or any third party for any direct or indirect damages whatsoever, resulting from such delays or any incapacity to perform the Cloud Services in a timely manner.

- 8.3. **Waiver.** The failure by CCS to fully enforce any of its rights under these Terms of Service shall not affect the right to require such performance at any time thereafter; nor shall any failure or delay to enforce any right or privilege by CCS under these Terms of Service be interpreted as a waiver of such right or privilege by CCS.
- 8.4. **Severability.** If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, unenforceable or otherwise contrary to law, such provision shall be changed and interpreted to best accomplish the objectives of the original provision to the fullest extent permitted by law. Nonetheless, such provision shall continue to apply in full force and effect in all other jurisdictions. Moreover, the remaining provisions of these Terms of Service shall remain in full force and effect.
- 8.5. **Modifications to these Terms of Service.** We reserve the right to make changes to these Terms of Service (including any ancillary document, such as any addendum or supplement hereto) at any time by (a) posting a revised version of such terms on our website, or by (b) sending information regarding any such amendment to the email address provided to us by the Subscriber in connection with the Cloud Services (as the case may be). The revised Terms of Service or any such ancillary document will become effective and apply to the Subscriber within thirty (30) days from the Subscriber's receipt of the updated document or from the date of its publication on the website, whichever occurs first.
- 8.6. **Transfer of these Terms of Service.** Neither party may assign or otherwise transfer these Terms of Service or any of its rights or obligations hereunder to any person or entity, in whole or in part, without the other party's prior written consent. Any attempted assignment or transfer by the Subscriber in violation of this requirement will automatically terminate these Terms of Services and any of the rights or privileges granted to the Subscriber hereunder.
- 8.7. **Entire agreement:** These Terms of Service, together with all applicable addenda and Cloud Services Supplements hereto, if any, constitute the entire agreement between the Subscriber and CCS with regards to the subject matter hereof and supersede any other prior and contemporaneous communications and agreements between them.

The latest version of these Terms of Service may be found at: <https://rpmccs.com/terms-of-service>