RPOST END USER LICENSE AGREEMENT

Last Updated December 20, 2020

1. Please read this End User License Agreement ("EULA") carefully, as it sets out the basis upon which we license/ offer/ provide the Software and/or Services for use. By accepting this EULA or by downloading or using the Software and/or Services you signify that you have read and agree to all the terms of this license agreement.
2. By accessing or using the Services or Software, or downloading any materials, you agree to follow and be bound by this EULA. If you do not agree to the terms under this agreement, you are not authorized and must cease using the Services and Software immediately.
3. Your download of the Software or any materials from our websites, access of our Software or Services, or use of our Software or Services is your express consent to the provisions of this EULA. By agreeing to be bound by this EULA, you further agree that your employees or any person you authorize to use the Software and/or Services will comply with the provision of this EULA.
4. This EULA contains provisions regarding arbitration, waiver of jury trials, class actions governing disputes arising from use of the RPost services. As, the following provisions specifically affect your legal rights, you are requested to read this Agreement carefully.

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PREAMBLE

5. This EULA governs access to and use of all services using technologies made or offered by RPost and its subsidiaries and affiliates ("RPost," "we" or "us") to individuals or entities who purchase Services or create an account ("Account") and their Authorized Users (collectively, "Customers"). By using the Services as described under this EULA, you as a Customer accept the terms of this EULA (whether on behalf of yourself or a legal entity you represent). An "Authorized User" of a Customer is each an individual natural person, whether an employee, business partner, contractor, or agent of a Customer who is registered or permitted by Customer to use the Services or who directs automated use of the Services subject to the terms under this EULA and up to any maximum number of users or uses specified at the time of purchase, at the time of upgrade, or according to Service Plan, Service Level Agreement, and Fair Use Policy definitions. Customers may be referred to in this EULA as "you" and "your" as applicable.

6. If you are a Customer and you or your organization are bound by a Master Services Agreement with RPost ("Corporate Terms"), then the terms as specified under this EULA will apply, if at all, only to use of the Services to the extent such use is not already governed by such a Master Services Agreement.

UPDATES AND COMMUNICATIONS

7. The terms under this EULA or any additional terms and conditions that are relevant to Services offered by RPost may be revised from time to time to reflect changes in the law or to the Services offered by RPost. The revised terms on the Services with a "last updated" date will be posted on the website. If you continue to use the Services after the revisions take effect, you agree to be bound by

the revised terms. You agree that we shall not be liable to you or to any third party for any modification of the terms mentioned.

8. You agree to receive all communications, agreements, and notices that we provide in connection with any Services ("Communications"), including, but not limited to, Communications related to our delivery of the Services and your purchase of or subscription to the Services and all related notifications about the service including service updates and feature use information via electronic means, including by e-mail, text, in-app notifications, posting on the RPost or Service websites, or by posting them on the Services. You agree that all Communications we provide to you, electronically satisfy any legal requirement that such Communications be in writing or be delivered in a particular manner and you agree to keep your account contact information current.

ADDITIONAL TERMS FOR RPOST SERVICES

9. RPost Service Level Agreement ("SLA"): If you use any of the Services offered by RPost, you acknowledge the terms, conditions, and definitions in the SLA which may be amended from time to time. We may revise these SLA terms or any additional terms and conditions that are relevant to a particular Service from time to time to reflect changes in the law or to the RPost Services. We will post the revised SLA terms on the Service with a "last updated" date. PLEASE REVIEW THE SERVICE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF ANY REVISIONS. IF YOU CONTINUE TO USE THE RPOST SERVICES AFTER THE REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS. You agree that we shall not be liable to you or to any third party for any modification of the terms.

10. RPost Fair Use Policies ("Fair Use Policies" or "Fair Use Terms"): If you use any of the Services offered by RPost, you acknowledge the terms, conditions, and definitions in the Fair Use Policies which may be amended from time to time. We may revise these Fair Use Policies terms or any additional terms and conditions that are relevant to a particular Service from time to time to reflect changes in the law or to the Services. We will post the revised Fair Use Policies terms on the Service with a "last updated" date. PLEASE REVIEW THE SERVICE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF ANY REVISIONS. IF YOU CONTINUE TO USE THE RPOST SERVICES AFTER THE REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS. You agree that we shall not be liable to you or to any third party for any modification of the terms.

11. RPost Service Parameters ("Parameters"): If you use any of the Services offered by RPost, you acknowledge the terms, conditions, and definitions in the Parameters which may be amended from time to time. We may revise these Parameters terms or any additional terms and conditions that are relevant to a particular Service from time to time to reflect changes in the law or to the Services. We will post the revised Parameters terms on the Service with a "last updated" date. PLEASE REVIEW THE SERVICE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF ANY REVISIONS. IF YOU CONTINUE TO USE THE RPOST SERVICES AFTER THE REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS. You agree that we shall not be liable to you or to any third party for any modification of the terms.

12. RPost Privacy Policies: If you use any of the Services offered by RPost, you acknowledge the terms, conditions, and definitions in the Privacy Policies which may be amended from time to time. We may revise these Privacy Policies terms or any additional terms and conditions that are relevant to a particular Service from time to time to reflect changes in the law or to the Services. We will post the revised Parameters terms on the Service with a "last updated" date. PLEASE REVIEW THE SERVICE

AND SERVICE TERMS ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF ANY REVISIONS. IF YOU CONTINUE TO USE THE RPOST SERVICES AFTER THE REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED SERVICE TERMS.

13. Terms: You agree that we shall not be liable to you or to any third party for any modification of the Terms.

DEFINITIONS

In this EULA, except to the extent expressly provided otherwise:

14. "Charges" means the subscription, software access, service use, support, and professional services fees that the parties have agreed in writing shall be payable by the User to the Licensor in respect of this EULA;

15. "Documentation" means the documentation for the Software and/or Services produced by the Licensor and delivered or made available by the Licensor to the User;

16. "Effective Date" means the date upon which the User first downloads the Software or otherwise first accesses the Services, or gives its express consent to this EULA, following the issue of this EULA by the Licensor;

17. "EULA" means this End User License Agreement, including any amendments to this End User License Agreement from time to time;

18. "Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected;

19. "Licensor" means RPost as defined.

20. "Maintenance Services" means general updates maintain service operations of the purchased service level of the Service;

21. "RPost" means RPost Communications Limited, a corporation organized and doing business using the trade name RPost, as well as any RPost subsidiaries or affiliates. If the Customer is within the Territory of the United States, this agreement is explicitly between RPost US Inc. as a contract manager and RPost Holdings Inc. as the service provider, both corporations organized and doing business under the laws of Delaware, and the Customer; and "RPost" means, in this case, RPost US Inc. the Delaware company and RPost Holdings Inc., the Delaware company. If the Customer is within the United Kingdom or Bermuda, this agreement is explicitly between RPost UK Limited, a corporation organized and doing business in the United Kingdom, and the Customer; and "RPost" means, in this case, RPost UK Limited. If the Customer is within the country of Costa Rica, this agreement is explicitly between RPost S.A., a corporation organized and doing business in Costa Rica, and the Customer; and "RPost" means, in this case, RPost S.A. If the Customer is within the country of Brazil, this agreement is explicitly between RPost do Brasil Produtos de Informatica Ltda., a corporation organized and doing business in Brazil, and the Customer; and "RPost" means, in this case, RPost do Brasil Produtos de Informatica Ltda. If the Customer is within the country of India, this agreement is explicitly between RPost Labs Private Limited, a corporation organized and doing business in India, and the Customer; and "RPost" means, in this case, RPost Labs Private Limited. If the Customer is within the country of Switzerland, this agreement is explicitly between RPost Switzerland GmbH, a corporation organized and doing business in Switzerland, and the Customer; and "RPost" means, in this case, RPost Switzerland GmbH. If the Customer is in any other country or territory where there is no agreement explicitly referencing another RPost entity or RPost affiliate, "RPost" means RPost Communications Limited.

22. "Services" means any services that the Licensor provides to the User, or has an obligation to provide to the User, including services offered under or related to service names RMail, RSign, Registered Email, RPost, among others, under this EULA;

23. "Software" means any program available for download on RPost's websites or service accessible through use of RPost's websites or programming interfaces, by the user upon subscription;

24. "Software Defect" means a defect, error or bug in the Software having an adverse effect on the appearance, operation, functionality or performance of the Software, but excluding any defect, error or bug caused by or arising as a result of: any act or omission of the User or any person authorized by the User to use the Software; any use of the Software contrary to the Documentation by the User or any person authorized by the User to use the Software; a failure of the User to perform or observe any of its obligations in this EULA; and/or an incompatibility between the Software and any other system, network, application, program, hardware or software not specified as compatible in the Software Specification;

25. "Software Specification" means the specification for the Software set out in the Documentation;

26. "Source Code" means the Software code in human-readable form or any part of the Software code in human-readable form, including code compiled to create the Software or decompiled from the Software, but excluding interpreted code comprised in the Software;

27. "Support Services" means support in relation to the use of the Software and/or Services and the identification and resolution of errors in the Software and/or Services, but shall not include the provision of training services whether in relation to the Software and/or Services or otherwise;

28. "Term" means the date of first use of the Services governed by this EULA and continuing until use of the Services ceases.

29. "Update" means a hotfix, patch or minor version update to the Software;

30. "Upgrade" means a major version upgrade of the Software; and

31. "User" means the person to whom the Licensor grants a right to use the Software and/or Services under this EULA.

CHANGES TO TERMS UNDER THE AGREEMENT

32. RPost may make changes to the terms and conditions of this Agreement from time to time at its sole discretion. When these changes are made, RPost will post the revised terms on the Service with a "last updated" date. You understand and agree that if you continue to use the RPost Services after the revisions take effect, RPost will treat your continued use of the Services as acceptance of the updated terms and conditions. You agree that we shall not be liable to you or to any third party for any modification of the Terms.

SUBSCRIPTION PLAN

33. RPost grants to you a limited non-exclusive license to install, use, access, display, the Services for your internal purposes and only as expressly permitted under this Agreement and any applicable paid Customer plan that enables registration on an Account for the use of a RPost Services and/or Software ("Subscription Plan") when applicable. This license is for the sole purpose of enabling you to use our Services.

34. Each Subscription Plan includes restrictions and requirements that specify the features in the Software and/or Services that will be accessible to the Customer and as may be defined in RPost's Fair Use Policies and Service Level Agreement. If the features, restrictions or requirements specific

to a Subscription Plan subscribed by a Customer governing its access are not mentioned, then the Subscription Plan shall be defined as the default service plan as described in the Fair Use Policies and Service Level Agreement and other materials.

35. Any violation by you of the license provisions contained in this Clause may result in immediate termination of your right to use the Service.

36. Subject to the terms of this EULA, RPost will provide the Services and/or Software to Customers in accordance with each Customer's Subscription Plan, and RPost grants to each Customer a License solely for its internal business purposes and in accordance with the service plan Documentation, to: use the RPost Services; implement, configure, and, through its Account Administrator(s), permit its Authorized Users to access and use the RPost Services up to any applicable limits or maximums; and Access and use the Documentation.

37. Authorized Users of Customer must be identified by a unique email address and username and two or more natural persons may not use the RPost Services and/or Software as the same Authorized User. If the Authorized User is not an employee of Customer, use of the RPost Services will be allowed only if the user is under confidentiality and other obligations with Customer at least as restrictive as those in this EULA, and is accessing or using the RPost Services solely to support Customer's internal business purposes.

38. User may assign and expressly authorize an Authorized User(s) as its agent to manage Customer's Account, and management of Customer's Account includes, without limitation, configuring administration settings, assigning access and use authorization, requesting different or additional services, providing usage and performance records, managing templates, executing approved campaigns and events, assisting in third-party product integrations, and accepting notices, disclosures, and terms and conditions ("Account Administrator"). Customer may appoint an employee, agent or a third-party business partner or contractor to act as its Account Administrator(s) and may change its designation at any time through its Account. Customer is responsible for monitoring and managing service and data access, privacy, control, passwords, and revocation of such access with any party that it has designated as an Account Administrator.

39. The prices, features, and options of the RPost Services depend on the Subscription Plan selected as well as any changes instigated by Customer. RPost does not represent or warrant that a particular Subscription Plan will be offered indefinitely and reserves the right to change the prices for or alter the features and options in a particular Subscription Plan without prior notice.

40. If your Subscription Plan is based on intermediary provider billing, your intermediary provider will automatically charge your account monthly for the cost of the Subscription Plan and any applicable taxes. If you are not current with your Subscription Plan payments, we reserve the right to terminate your account, suspend your access to your Subscription Plan, or convert your Subscription Plan subscription to a non-subscription account which may have restricted access, features, and/or cause deletion of data records. You will be responsible for paying all past due amounts.

41. If you purchase a Subscription Plan, you agree to pay the then-current applicable fee associated with the Subscription Plan and further agree and acknowledge that it will automatically renew, unless, prior to the end of the current period of effectiveness of the Subscription Plan ("Subscription Term"): you terminate your Account; you set your Account not to auto-renew by logging in to RPost Services or contacting us here: (https://support.RPost.com); RPost declines to renew your Subscription Plan; or Terms under this EULA are otherwise properly terminated as expressly

permitted herein. The Subscription Plan will automatically renew on a monthly or annual basis, depending on the method you choose ("Renewal Term").

42. Promotional codes may only be used for your first Subscription Term. If you purchased your Subscription Plan with a promotional code, each time your Subscription Plan renews you will be charged the full annual billing amount. If your Subscription Plan is ever terminated for any reason, and you purchase another Subscription Plan, you shall not be eligible to use a promotional code.

43. We reserve the right to modify, terminate, or otherwise amend the fees and features associated with your Subscription Plan. Before we change the fees and charges in effect, or add new fees and charges, we will give you advance notice of at least thirty (30) days. If we provide you such advance notice, your continued use of the RPost Services after the changes have been made will constitute your acceptance of the changes. If you do not wish to continue subscribing with the new fees or features, you may terminate your Subscription Plan. If you accept the new Subscription Plan, its terms and conditions along with conditions under this EULA will apply in the Renewal Term and thereafter.

USE AND ACCESS RIGHTS

44. You must be at least 18 years old to use our Services (or such greater age required in your country for you to be authorized to use our Services without parental approval). In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

45. You represent and warrant that you (or your Authorized Users, as applicable) are not and will not, at the time of using RPost Services be located in, under the control of, or a national or resident of a U.S. embargoed country or territory and are not a prohibited end user under Export Control Laws (as defined by the United States).

46. You acknowledge that you are not permitted to use the Service if you cannot make these representations. If RPost has previously prohibited you from accessing the Service or using the RPost Services, you are not permitted to access the Service or use the RPost Services.

47. Agreeing to this EULA on behalf of an organization or entity is your deemed representation that you are authorized to agree to the terms of this EULA on behalf of such organization or entity and binds them to this EULA (in which case, the references to "you" and "your" in the EULA, except for in this sentence, refer to that organization or entity).

48. RPost grants to you a limited non-exclusive license to install, use, access, display, the Services. This license is for the sole purpose of enabling you to use our Services.You acknowledge that features of the Services transmit data and could impact charges to your data plan, and that you are responsible for any such charges.

49. Certain items of the Services may be subject to open source licenses. The open source license provisions may override some of the terms of this EULA. We make the applicable open source licenses available to customers upon request.

50. Under the License, you agree not to do any of the following: Use the Services for any unlawful purposes or to conduct any unlawful activity. Upload, post, e-mail, transmit or otherwise make available any files that contains software viruses, worms, Trojan horses or any other computer code, files or programs that interrupt, destroy or limit the functionality of the Services or that may impact the ability of any user to access the Services. Attempt to or actually override any security

component included in or underlying the Services. Attempt or engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on the Software's infrastructure or interferes with functioning of the Services. Use the Services to publish, post, upload, distribute or disseminate any unlawful material. Restrict or inhibit any other user from using and enjoying the Services. Use the Services to harvest or otherwise collect information about others, including e-mail addresses, without their consent. Remove, alter, obscure, destroy, or attempt to circumvent any notices, proprietary marks or codes, means of identification, digital rights management tools or information included in or related to the Services. Reverse engineer, disassemble, decompile, convert into human-readable format, or otherwise attempt to derive the source code of any software included in or related to the Services and/or Software. Store, copy, reproduce, republish, modify, upload, post, translate, scrape, rent, lease, loan, sell, distribute, transfer, transmit, display or create derivative works of the Property (as defined below in the section titled "Ownership & Intellectual Property"). Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights; Interfere with, disrupt, disable, overburden, or destroy the functionality or use of any features of the Service, or the servers or networks connected to the Service, or any of the RPost Services; "Hack" or accesses without permission our proprietary or confidential records, those of another user, or those of anyone else; Access, use, portray use of the account of another user without permission; Use the Services for benchmarking, or to compile information for a product or service; Download, distribute, post, transmit, perform, reproduce, broadcast, duplicate, upload, license, create derivative works from, or offer for sale any content or other information contained on or obtained from or through the Service or RPost Services, by any means except as provided for in this EULA or with the prior written consent of RPost; or Attempt to do any of the foregoing.

51. If you believe content on the Service is being violated by any person/entity, please contact us here: (https://support.RPost.com).

52. RPost may determine in its sole discretion whether or not you are in violation of any of these restrictions. Users in breach may be permanently restricted from using the Services. RPost will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law and may involve and cooperate with law enforcement authorities in doing so. You acknowledge that RPost has no obligation to monitor your access to or use of the Services, but has the right to do so for the purposes of operating the Services, ensuring your compliance with this EULA, or complying with applicable law or the order or requirement of a court, administrative agency or other governmental body.

LICENSE

53. RPost hereby grants to the User from the date of purchase of the Software and/or Services until the end of the Term, a worldwide, non-exclusive, non-transferable license to: Install the Software for their end use; or use the software in accordance with the fair use and service plan terms contained on rpost.com, in their fee for service purchase agreement, and under this EULA. The User may not sub-license and must not purport to sub-license any rights granted without the prior written consent of the Licensor.

54. Customers/Users shall not themselves or permit others from indulging in the following without express written consent of RPost: Use the Services or allow access to them in a manner that

circumvents contractual usage restrictions or that exceeds service plan authorized or fair use limits or usage metrics set forth in this EULA, Service Level Agreement, and any applicable Subscription or RPost's Fair Use Policy, each incorporated herein by reference; License, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Services or RPost's then-current technical and functional documentation for the Services available for access by third parties except as otherwise expressly provided in the EULA hereunder; or Access or use the Services or Documentation for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Services or allow access by a direct competitor of RPost.

55. If you are or become a direct competitor of RPost, you shall not access or use the RPost Services without RPost's explicit, advance, written consent, and then only for the purposes authorized in writing.

56. Alter or edit the Software in any manner whatsoever; and the User shall be responsible for the security of copies of the Software supplied to the User under this EULA and shall use all reasonable endeavors (including all reasonable security measures) to ensure that access to such copies is restricted to persons authorized to use them under this EULA.

SOURCE CODE

57. Nothing in this EULA shall give to the User or any other person any right to access or use the Source Code or constitute any license of the Source Code.

SUPPORT SERVICES

58. The Licensor shall provide the Support Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Licensor's industry.

59. The Licensor may suspend the provision of the Support Services, if any amount due to be paid by the User to the Licensor under this EULA is overdue.

60. If the Licensor stops or makes a good faith decision to stop providing support services in relation to the Software and/or Services to its customers generally, then the Licensor may terminate the Support Services by giving written electronic notice of termination to the User.

OWNERSHIP AND INTELLECTUAL PROPERTY

61. The Software and/or Service contains materials that are proprietary and are protected by copyright laws, patent laws, trade secret laws, international treaty provisions, trademarks, service marks, and other intellectual property laws and treaties. Lists of patents granted are at rpost.com/patents and lists of registered and unregistered trademarks and service marks are at rpost.com/trademarks. Additional patent applications have been filed with the United States Patent and Trademark Office and the patent offices of other countries. Some of those patents owned by RPost in the United States include: US Patent Nos. 8,224,913; 8,161,104; 8,209,389; 8,782,154; 7,707,624; 8,484,706; 8,504,628; 7,865,557; 8,468,199; 8,468,198; 7,966,372; 7,240,199; 7,660,989; 7,698,558; 7,886,008; 8,478,981; 8,782,415; 8,782,154; 9,100,356; 9,160,725; 9,100,355; 9,432,313; 9,531,732; 9,596,194; 1,0218,669; and 1,0182,026. RPost owns additional patents granted in 22 other countries and owns additional patents that are pending registration. For avoidance of doubt, this agreement does not license any of these patents to the User.

62. RPost retains ownership of all Intellectual Property Rights in and to the Software and Services being offered by it including copies, improvements, enhancements, derivative works and modifications thereof. Your rights to the use of the Software and/or Services are limited to those expressly granted by this EULA. No other rights with respect to the Software or the Services or any related Intellectual Property Rights are granted or implied in any manner.

63. The Service and/or Software are also protected as a collective work or compilation under copyright and other laws and treaties. You acknowledge that the Service and/or Software contains original works that have been developed, compiled, prepared, revised, selected, and arranged by RPost and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and which constitute valuable intellectual property of RPost and such others.

64. You shall not remove, modify, or take any other action that would obscure any copyright, trademark, patent marking, or other intellectual property notices contained in or on the Services and/or Software.

65. All present and future rights in and to trade secrets, patents, designs, copyrights, trademarks, database rights, service marks, know-how, and other intellectual property or other proprietary rights of any type, Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or process related thereto, including rights in and to all applications and registrations relating to the Service, shall, as between you and RPost, at all times be and remain the sole and exclusive property of RPost.

66. Any rights not expressly granted under this Agreement or the service terms and other service agreements on the patent and trademark pages linked from the products, websites (rpost.com, rmail.com, registeredemail.com, rsign.com, rforms.com, support.rpost.com, company.rpost.com, econtract.com, sidenote.com, rpost.com/patents, rpost.com/trademarks (together, "RPost IP Pages") are reserved by RPost Communications Limited. Other than as provided under this Agreement or in the RPost IP Pages incorporated herein by reference, your use of the Trademarks, or any other RPost content, is strictly prohibited. Registered and unregistered trademarks in the United States and other countries include but are not limited to: RPOST, RMAIL, RSIGN, RFORMS, REGISTERED EMAIL, (R)EGISTERED EMAIL, (R), RMAIL, LEGAL PROOF, RPOST CLOUD, CERTIFIED EMAIL, ESIGNOFF, REGISTERED RECEIPT, DIGITAL SEAL, ACKNOWLEDGEMENT, RECEIPT AUTHENTICATION, EMAIL AUTHENTICATION, SECURMAIL, SEND REGISTERED, SEND CERTIFIED, SIDENOTE, and LARGEMAIL. Additional trademarks and registered trademarks of RPost Communications Limited or its subsidiaries in the United States and other countries are listed on rpost.com/trademarks in the trademark section.

67. Use of the terms "registered", "registered emails", "send registered emails", "certified", "certified emails", "send certified emails", and "registered receipts" to describe the service/act of sending or receiving email in a verifiable digital format is strictly prohibited as an infringement of RPost Communications' trademarks. RPost Communications is engaged in an ongoing campaign to educate the public that "REGISTERED EMAIL", "CERTIFIED EMAIL", and "REGISTERED RECEIPT" should not be used as anything other than as an adjective to describe RPost Communications Limited's "REGISTERED EMAIL" service or components of its service, and not in any of the manners described above. To this end, the company has written to publications and companies that have used the trademarks noted above in an improper manner and continue to diligently protect these and other trademarks. RPost Communications' trademarks may be used publicly only with permission from

RPost Communications. Fair use of RPost Communications' trademarks in advertising and promotion of RPost Communications products requires proper acknowledgement from RPost Communications.

68. RPost respects Intellectual Property Rights of others and expects its users to do the same. If you believe that any content or material on the Service violates your Intellectual Property Rights, please notify us.

69. Software available for downloading through the Service or third-party web services or applications is the copyrighted work of RPost and third-party providers. Use of the Software and/or Services is governed by this EULA in addition to the Terms. Unauthorized reproduction or distribution of the Software and/or Services is expressly prohibited by law and may result in civil and criminal penalties.

70. The Software and/or Services may enable you to submit, post, upload, or otherwise make available (collectively, "Post") content such as questions, public messages, ideas, product feedback, comments, and other content (collectively, "User Content") that may or may not be viewable by other users. If you Post User Content, unless indicated otherwise by RPost, you grant us a non-exclusive, royalty-free, and fully sub-licensable right to access, view, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display such User Content throughout the world in any form, media, or technology now known or hereafter developed. You also permit any other user to view, copy, access, store, or reproduce such User Content for that user's personal use. You grant us the right to use the name and other information about you that you submit in connection with such User Content.

71. You represent and warrant that: (a) you own or otherwise control all of the rights to the User Content that you Post; (b) the User Content you Post is truthful and accurate; and (c) use of the User Content you Post does not violate terms under this EULA or any applicable laws. For the avoidance of doubt, User Content does not include any message, data or documents that you submit as part of your use of any RPost Service.

72. You acknowledge and agree that RPost and its designees may or may not, at RPost's discretion, pre-screen User Content before its appearance on the Service or RPost Services, but that RPost has no obligation to do so. You further acknowledge and agree that RPost reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit, or remove any User Content that is contributed to the Service or RPost Services. You acknowledge that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content.

NO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

73. Nothing in this EULA shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the User or from the User to the Licensor.

PAYMENT PROVISIONS

74. Invoices: Unless explicitly stated by RPost in writing, all payments of any fees under this Agreement, including Subscription Fees, License Fees, Support Fees and Consulting Fees, shall be payable at the time of purchase of the Software and/or Services or within thirty (30) days of the later of RPost's invoice date or the Service start date, as decided by RPost in its sole discretion.

75. User agrees to make the Subscription Fee and License Fee payments as decided by RPost and agreed by the User, which payments shall be non-refundable and irrevocable, except as otherwise provided in this Agreement.

76. Customer will timely pay all fees associated with its Subscription Plan, Account, or use of the RPost Services, including, but without limitation, by Authorized Users. Charges for pre-paid Subscription Plans will be billed to Customer in advance. Charges for per-use purchases will be billed in arrears unless otherwise specified in the Subscription Plan.

77. When you purchase a Subscription Plan, you must provide accurate and complete information for a valid payment method that you are authorized to use. You will be billed for your Subscription Plan through the payment method you provide, such as a credit card, or through an intermediary provider ("App Store"). Customer must promptly notify RPost of any change in its invoicing address and must update its Account with any changes related to its payment method.

78. By completing registration for a Subscription Plan, Customer authorizes RPost or its agent to charge its payment method on a recurring (e.g. Monthly or yearly) basis ("authorization") for: the applicable Subscription Plan charges; any and all applicable taxes; and any other charges incurred in connection with Customer's use of the RPost Services. The Authorization continues through the applicable Subscription Term and any Renewal Term until Customer cancels the same in accordance with the conditions as prescribed under this EULA.

79. Customer agrees to notify us about any billing problems or discrepancies within thirty (30) days after they first appear on your invoice. If Customer does not bring such problems/discrepancies to our attention within thirty (30) days, it agrees to waive its right to dispute such problems or discrepancies.

80. Customer agrees and acknowledges that the terms of credit extended to it are subject to the review of RPost's credit department and may be revised from time to time, effective immediately upon notice on the website. Any amount not paid when due for a renewal or otherwise will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid.

81. Maintenance and Support Fees if any apply, shall be payable in accordance with the Subscription Plan in advance and shall be non-refundable, except as otherwise provided in this Agreement.

BILLING AND CONTRACT PERIODS

82. The Billing Period is the frequency of the recurring payments the selling entity and/or the customer have agreed to for the Service Plan (typically monthly or yearly). When a Billing Period covers less than or more than a full month, RPost may adjust and/or prorate according to the proration policies. All Service Plans are billed in advance, except for the first partial month of service on plans set for monthly or annual billing, which in certain cases are billed at the end of the first partial month of service. The selling entity and the customer agree that RPost may (at its option) accumulate charges incurred during a Billing Period and bill them as one or more aggregate charges during, at the end of, or after the Billing Period.

83. A Subscription Plan will remain effective until the end of the contract term the selling entity and/or the customer agreed to (typically one month, one year, 2, 3 or 5 years). During the contract term, the service prices are fixed for the service plans contracted for the duration of the specific contract period. By default, all Subscription Plans automatically renew at the end of the contract term ("Renewal Date"), unless: (a) the selling entity and/or customer terminate the customer Subscription Plan 30-days before the contract term Renewal Date for monthly contract periods and 90-days before the contract term Renewal Date for annual or multi-year contract periods; (b) the

customer Subscription Plan fees and features are no longer available (in which case RPost or the selling entity may recommend a new Subscription Plan that provides similar services to the customer's previous Subscription Plan); or (c) RPost declines to renew the customer Subscription Plan.

84. Each renewal period is a Renewal Term. Subscription Plans with monthly Subscription Contract Terms automatically renew at each Renewal Date for an additional Contract Terms of one month; unless cancelled with 30-day advance notice prior to the Contract Renewal Date. Subscription Plans with annual or multi-year Subscription Terms automatically renew at each Renewal Date for additional Contract Terms of one year; unless cancelled with 90-day advance notice prior to the Renewal Date.

85. If there are no billing or contract terms identified for the customer in the RPost service provisioning system, the customer's use defaults to monthly pre-paid billing with monthly renewing contract terms.

86. Customer Changes within Contract Period: Customer reduces number of user licenses or downgrades after first order: customer continues to be billed at original order level until the contract renewal date. Original contract remains in force until the renewal date, after which the reduced number of user licenses or downgrade licenses are billed for the renewal contract term.

87. Customer changes from per user to shared volume license, but total value is same or more: Customer would be downgrading and then adding a new service plan. The downgrade would not reduce billing until the contract term renewal, and the added shared volume license would be billed until the original contract renewal date, after which at renewal, only the active shared volume license would renew.

88. Customer reduces the number of RMail user licenses and adds RSign user licenses: Customer would be downgrading and then adding a new service plan. The downgrade would not reduce billing until the contract term renewal, and the added user licenses would be billed until the original contract renewal date, after which at renewal, only the active license would renew at the then current levels.

89. Customer reduces number of user licenses but changes each seat to a higher value, so total value is same or more: Customer would be downgrading some user licenses and then upgrading others. In the current contract term, there is no billing reduction or rebate for the reduced user licenses, and the upgraded or increased user licenses would have the incremental upgrade fee added, pro-rata to the end of the contract term.

90. Customer Cancelation within Contract Period: Selling entities and customers must follow the cancelation request process. Cancelling a customer in the RPortal is an acknowledgement that all user access to all services are suspended, terminated, and/or deleted, all of which may be irrevocable and unrecoverable, but such cancelation in RPortal within the Contract Period does not cancel billing or payment obligations.

91. Customer cancels before the end of the contract term: The contract remains in force for the duration of the current contract term and is billed at the full amount until the end of the current contract term.

92. Customer notifies intent to cancel and requests an early termination waiver, with the request processed in the RPortal system: The customer works with the seller to request an early contract termination buyout. If the customer contract duration is more than 90 days remaining and properly processed in the RPortal system, the selling entity and/or the customer are billed at the start of the following month at an early buyout rate of 75% of the sum of all remaining billing period amounts

through to the contract renewal date; and all user access to all services are immediately suspended, terminated, or deleted.

93. Customer notifies intent to cancel and does not request an early termination waiver: The customer works with the seller to request a contract termination. If the customer contract duration is more than 90 days remaining (for annual or multi-year contracts) or more than 30 days remaining (for monthly contracts) and properly processed in the RPortal system, users have access to services until the renewal date, at which time the all user access to all services are suspended, terminated, and/or deleted, all of which may be irrevocable and unrecoverable.

94. If the customer contract duration is less than 90 days remaining (for annual or multi-year contracts) or less than 30 days remaining (for monthly contracts) and properly processed in the RPortal system, the contract automatically renews for another term (new term being monthly if a monthly contract; annual if an annual or multi-year contract), and then cancels at the end of the next (renewed) term, at which time the all user access to all services are suspended, terminated, and/or deleted, all of which may be irrevocable and unrecoverable. Any early termination waiver would consider the contract end date the end of this renewed contract term.

95. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, RPost may make reasonable adjustments and/or proration. Customer agrees that RPost may (at our option) accumulate charges incurred during a billing cycle and submit them as one or more aggregate charges during or at the end of a cycle, and that we may delay obtaining authorization or payment from Customer's payment card issuer or App Store until submission of the accumulated charge(s).

96. RPost makes available a detailed billing guide document ("Billing Guide") that defines billing policies, terms, proration and other billing related data, in addition to Service Parameters and Fair Use Policies which are related. You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government agreement with us ("Business Terms"). Any and all such Benefits are provided solely as a result of the corresponding Business Terms and such Benefits may be modified or terminated without notice. If you use the RPost Services and a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Subscription Plan or receive certain Benefits tied to Business Terms with us, but you are liable for your own charges, then you authorize us to share enough account information to verify your continuing eligibility for those Benefits and the Subscription Plan.

97. Taxes: The fees specified in this Agreement do not include taxes, duties or fees. If RPost is required to pay or collect: sales, use, property, value-added, withholding or other taxes, any customs or other duties, any import, government international withholding, warehouse or other fees, associated User's subscription or Services provided under this Agreement or with respect to User's use of Software and/or Services. Such taxes, duties or fees shall be billed to and paid by User unless User provides RPost with a valid tax exemption certificate authorized by the appropriate taxing authority. If the User is permitted to declare any such taxes, it shall declare and pay such taxes and RPost shall not be required to invoice the User for the same.

98. Free Trial, Default Service, Special Offers: If you register for a free trial, default service use, non-paid service use, promotional offer, or other type of limited offer for use of RPost Services ("Free Trial"), you may be presented with additional terms and conditions when registering for a Free Trial, and

any such additional terms and conditions are hereby incorporated into this EULA by reference and are legally binding. This Section supersedes and applies notwithstanding any conflicting provisions with regard to access and use of a Free Trial. RPost reserves the right to reduce the term of a trial period or end it altogether without prior notice. The version of the RPost Services that is available for a Free Trial may not include or allow access to all features or functions. Any data that a Customer enters into the RPost Services, and any configurations made by or for a Customer, during the Free Trial will be permanently lost at the end of the trial period unless the Customer purchases a Subscription Plan to RPost Services. Notwithstanding any other provision of this EULA , including without limitation the warranties or any service-specific terms and conditions applicable to a particular RPost Service, including exhibits and attachments accompanying such schedule ("Service Schedule"), during a Free Trial the RPost Services are provided "AS IS" and "as available" without any warranty that may be set forth in this EULA, and RPost disclaims any implied warranties including without limitation merchantability or fitness for a particular purpose and RPost's total aggregate liability arising out of or relating to Customer's use of the Free Trial is the cost of one personal plan license or $100, whichever is lower.

WARRANTIES

99. The Licensor warrants to the User that: it has the legal right and authority to enter into this EULA and to perform its obligations under this EULA. The Software or the Services provided will conform in all material respects with the Software Specifications or terms of Services as agreed upon between RPost and the User; the Software or the Services are free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs to the best of RPost's knowledge; and the Software and/or Services comply with security standards reflecting the requirements of good industry practice to the best of RPost's knowledge. The Software and/or Services, when used by the User in accordance with this EULA, will not breach any laws, statutes or regulations applicable under the respective jurisdictions where the software or the Services are being used. The Software and/or Services, when used by the User in accordance with this EULA, will not infringe the Intellectual Property Rights of any third party in any jurisdiction and under any applicable law. If RPost reasonably determines, or any third party alleges, that the use of the Software or the Services by the User in accordance with this EULA infringes any person's Intellectual Property Rights, the Licensor may acting reasonably at its own cost and expense to: modify the Software or the Services in such a way that it no longer infringes the relevant Intellectual Property Rights; or Procure for the User the right to use the Software in accordance with this EULA.

100.   The Licensee warrants to RPost that: has the legal right and authority to enter into this EULA and to perform its obligations under this EULA. The User acknowledges that RPost has not and will not provide any legal, financial, accountancy or taxation advice under this EULA or in relation to the website, marketing materials, videos, guides, webinars, seminars, blogs, other writings, Software or the Services rendered under this Agreement; and, except to the extent expressly provided otherwise in this EULA, RPost does not warrant or represent that the use of the Software or the Services by the User will not give rise to any legal liability on the part of the User or any other person. It is responsible for all use of the RPost Services associated with its Account and any access provided to a designated Account Administrator; it is solely responsible for maintaining the confidentiality of its Account names and password(s); it agrees to immediately notify RPost of any unauthorized use of Customer's Account of which it becomes aware; it agrees that RPost will not be liable for any losses

incurred as a result of a third party's use of its Account, regardless of whether such use is with or without its knowledge and consent; it will use the RPost Services for lawful purposes only and subject to terms under this EULA; any information it submits to RPost is true, accurate, and correct; and it will not attempt to gain unauthorized access to the System or the RPost Services, other accounts, computer systems, or networks under the control or responsibility of RPost through hacking, cracking, password mining, or any other unauthorized means.

101. Disclaimers: RPost does not warrant that (i) the Software or Services will meet Customer's requirements, (ii) the Software or Services will operate in combination with other hardware, software, systems or data not provided by RPost (except as expressly specified in the Documentation), (iii) the operation of the Software or the Services rendered will be uninterrupted or error-free, (iv) the operation of the Services will be secure, timely, uninterrupted or error-free, or (v) all errors in the Software or Services will be corrected. THE WARRANTIES STATED IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUALITY OF SERVICE. NO WARRANTIES SHALL ARISE UNDER THIS AGREEMENT FROM COURSE OF DEALING OR USAGE OF TRADE.

102. If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This release includes the criminal acts of others.

103. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of these limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations as specified under this Section and under the Section titled "Limitation of Liability" specifically do apply to you.

LIMITATION OF LIABILITY

104. IN NO EVENT WILL RPOST BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES BY CUSTOMER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The aggregate and cumulative liability of RPost for damages under this Agreement shall not exceed the amount of fees paid by Customer under this Agreement during the twelve (12) month period prior to the date when a claim for damages is first made, and if such damages relate to any particular software or services, such liability shall be limited to fees paid for the relevant software or services giving rise to the liability during the twelve (12) month period prior to the date when a claim for damages is first made.

105. Independent Allocations of Risk. Each provision of this EULA that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of terms under this EULA between the parties.

106. Jurisdictional Limitations. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you. In that event, such exclusions and limitations shall apply to the maximum extent permitted by applicable mandatory law (and our liability shall be limited or excluded as permitted under mandatory applicable law).

107. Nothing in this EULA will limit any liabilities in any way that is not permitted under applicable law; the limitations and exclusions of liability set out in this Clause and elsewhere in this EULA govern all liabilities arising under this EULA or relating to the subject matter of this EULA, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this EULA.

108. The Licensor will not be liable to the User in respect of any losses arising out of a Force Majeure Event.

109. The Licensor will not be liable to the User in respect of any loss of profits or anticipated savings.

110. The Licensor will not be liable to the User in respect of any loss of revenue or income.

111. The Licensor will not be liable to the User in respect of any loss of business, contracts or opportunities.

112. The Licensor will not be liable to the User in respect of any loss or corruption of any data, database or software.

113. The Licensor will not be liable to the User in respect of any special, indirect or consequential loss or damage.

114. The liability of the Licensor to the User under this EULA in respect of any event or series of related events shall not exceed the greater of the total amount paid by you to RPOST for the RPOST Service(s) giving rise to the claim under this EULA during the twelve (12) month period preceding the date of the first event giving rise to liability, or $100, whichever is greater; collectively for all the claims filed by one User.

INDEMNIFICATION

115. User shall defend, indemnify and hold RPost harmless against any claim brought by a third party, and shall pay all costs, damages and expenses (including reasonable legal fees) finally awarded against R Post by a Court of competent jurisdiction or agreed to in a written settlement agreement signed by the User, to the extent such claim arises out of any of the following: User's use of the Software or Service other than as authorized under this Agreement; The User data; User's violation of any applicable law, including but not limited to data protection and privacy laws; or Any alleged grossly negligent or willful acts or omissions of the User which gave rise to such claim.

116. RPost retains the exclusive right to settle, compromise, and pay, without your prior consent, any and all claims or causes of action that are brought against it. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

PRIVACY AND COLLECTION OF PERSONAL DATA OR SYSTEM INFORMATION

117.   The Software or Services may employ applications and tools to collect Personal Data, sensitive data or other information about the Users (including Users' name, address, e-mail address and payment details), their computers, files stored on their computers, or their computers' interactions with other computers (including information regarding network, licenses used, hardware type, model, hard disk size, CPU type, disk type, RAM size, 32 or 64 bit architecture, operating system types, versions, locale, BIOS version, BIOS model, total scanners deployed, database size, system telemetry, device ID, IP address, location, content, other software installed, components, processes and services information, information about third party products installed, extracts of logs created by Software, usage patterns of RPost Services and specific features, etc).

118.   Collection of the data mentioned under the above clause may be necessary to provide Company and Users with the relevant Services as ordered (including detecting and reporting threats and vulnerabilities on RPost's and Users' computer network), to enable RPost to improve Software or Services (including content synchronization, device tracking, troubleshooting, etc.), to enable RPost to manage licenses to Software or Services, and to further or improve overall security for itself and the Users.

119.   By entering into this Agreement, or using the Software or Service, RPost and Users agree to the RPost Privacy Policy available at rpost.com and to the collection, processing, copying, backup, storage, transfer and use of data by RPost as part of the Software or Services.

120.   RPost will secure any and all privacy-related rights and permissions from individual persons as may be required by regulation, statute, or other law or RPost's internal policies or guidelines in order to disclose RPost's personal data, in order to use the Software or Services, and/or in connection with RPost's performance of support or otherwise under this Agreement.

121.   Data Processing/Transfer. If Customer or Customer's Affiliate is established in the United Kingdom, a Member State of the European Economic Area, or Switzerland, the RPost Privacy Policy applies to the processing of any personal data.

TERMINATION

122.   The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the provisions of this Section.

123.   RPost may terminate your use of the Service and deny you access to the Service in our sole discretion for any reason or no reason, including for violation of terms under this EULA.

124.   Upon expiration, User's Subscription Plan will be automatically renewed, unless Customer notifies RPost of its desire to terminate its subscription at least thirty (30) days prior to the end of the then-current subscription plan unless a longer notice period applies as stated in this EULA, subject to payment of the subscription fee due for such renewed subscription.

125.   RPost may suspend any use of the RPost Services, remove any content or disable or terminate any Account or Authorized User that RPost reasonably and in good faith believes violates terms of this EULA. RPost will use commercially reasonable efforts to notify you prior to any such suspension or disablement, unless RPost reasonably believes that: it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes,

orders, mandates, and the like; or it is necessary to delay notice in order to prevent imminent harm to the RPost Services or a third party.

126. Termination by RPost in cases of Default by a Customer/ User. A Customer will be in default of the terms under this EULA if: it fails to timely pay any amount owed to us or an Affiliate of ours; it or an Authorized User associated with its Account breaches any provision of this EULA or violates any published policy applicable to the RPost Services; it is or becomes subject to any proceeding under the Bankruptcy Code or similar laws; or if, in our sole discretion, we believe that continued use of the RPost Services by the Customer (or its Authorized Users or signers) creates legal risk for RPost or presents a threat to the security of the RPost Services or RPost's customers.

127. If a Customer is in default, RPost may, without notice: suspend its Account and its use of the RPost Services; terminate its Account; charge reactivation fees in order to reactivate its Account; and pursue any other remedy available to us.

128. Effect of Termination: Except as otherwise set forth herein, termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve User of its obligation to pay all fees that have accrued or are otherwise owed by the User to RPost. The parties' rights and obligations under Clauses: Use and Access Rights, License, Ownership and Intellectual Property, Payment Provisions, Privacy and Collection of Personal Data or system Information, Warranties, Limitation of Liability, Indemnifications, Nondisclosure, Mandatory Arbitration, Waiver of Class Actions Applicable to Customers, Severability, as well as any obligation to pay fees accrued prior to termination, shall survive termination of this Agreement.

129. Handling of Software and Confidential Information Upon Termination: Upon termination of this Agreement, Customer shall cease using the Software and/or Services, documentation and related Confidential Information of RPost.

NONDISCLOSURE

130. RPost may have access to User's information that is confidential and/or proprietary ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing or orally at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential (whether disclosed in writing, orally or by inspection of tangible objects). In the case of oral disclosures, disclosure made shall be summarized in writing within thirty (30) days of the initial disclosure and delivered to the Recipient, or that due to the nature of the information the Recipient would clearly understand it to be confidential information of the disclosing party.

131. RPost's Confidential Information shall include, but not be limited to, the Software, Service, Documentation, formulas, methods, know how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, the terms and pricing under this Agreement, and the results of any comparative or other benchmarking tests with respect to the Software and/or Service, in each case regardless of whether such information is identified as confidential. Confidential Information includes all information received from third parties that either party is obligated to treat as confidential and oral information that is identified by either party as confidential.

132. During and after the Subscription Term, the party receiving Confidential Information ("Recipient") will: use the Confidential Information of the other party solely for the purpose for

which it is provided; not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

133. Exceptions: A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information. In addition, this clause will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required to by law or valid order of a court or other governmental authority; provided, however, that the responding party shall first have given notice to the other party to enable the disclosing party to seek a protective order or take other appropriate action.

134. Restrictions. Unless otherwise required by applicable law, User shall not make RPost's Confidential Information available in any form to any third party or use RPost's Confidential Information for any purpose other than as authorized under this Agreement. Each party shall take all steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of this Agreement. The receiving party shall notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the receiving party, and will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of the Confidential Information and prevent its further unauthorized use. Except as expressly stated in this Agreement, no license or intellectual property right to Confidential Information is granted due to the disclosure by either party to the other party, and each party retains ownership of its Confidential Information.

135. Each party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Clause and that such breach would cause irreparable harm to the non-breaching party; therefore, the non-breaching party shall be entitled to obtain immediate injunctive relief, in addition to whatever remedies it might have at law or under this Agreement.

EXPORT CONTROL LAWS

136. You acknowledge that the Software, Documentation, and/or RPost Services and any related products, information, documentation, Software, technology, technical data, and any derivatives thereof, that RPost makes available (collectively "Excluded Data") is subject to export control laws and regulations of the United States (including, without limitation, the U.S. Export Administration Act and the sanctions regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC")) and other jurisdictions (collectively "Export Laws"). You represent and warrant that you are not located in an embargoed country or territory, under the control of an entity organized in or a resident of an embargoed country or territory, or a prohibited end user under Export Laws (including, without limitation, any end user in a U.S. embargoed country or territory or an end user included on OFAC's listing of Specially Designated Nationals or the U.S.

Commerce Department's Entity List or Denied Persons List); and you will not access, download, use, export, or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by Export Laws without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction you operate or do business.

137.   You are solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Service.

MANDATORY ARBITRATION, WAIVER OF CLASS ACTIONS APPLICABLE TO CUSTOMERS

138.   You agree that terms under this EULA affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before the terms of this EULA or any prior; and claims that may arise after the termination of this EULA. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property as provided below.

139.   Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action you will contact us at legal@RPost.com and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an Account). Except for intellectual property, you and RPost agree to use their reasonable efforts to settle any dispute, claim, question, or disagreement directly through consultation with RPost, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

140.   Binding Arbitration. If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims (except as provided below) subject to the terms of this this EULA. Specifically, all claims arising out of or relating to the terms under this EULA, the parties' relationship with each other, and/or your use of the RPost Services shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed $250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding $250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions.

141.   Arbitrator's Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of terms under this EULA, including but not limited to any claim that all or any part of this EULA is void or voidable, whether a claim is subject to arbitration or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

142. Filing a Demand. To start an arbitration, you must do the following: Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at www.jamsadr.com); Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS in West Los Angeles, California, and Send one copy of the Demand for Arbitration to us at: legal@RPost.com.

143. Fees & Costs. If your claim(s) total is less than US $5,000.00, then: you may choose whether your participation in the arbitration will be conducted on the basis of documents provided to the arbitrator, through a telephonic hearing or by an in-person hearing; You are responsible for your own filing fees, arbitration fees, and attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

144. The parties understand that, absent this mandatory arbitration section, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

145. Arbitration shall be initiated and take place in in Los Angeles, California, United States, and you and RPost agree to submit to the personal jurisdiction of any federal or state court in Los Angeles, California solely for the purpose to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

146. Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and RPost agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

147. Exception: Litigation of Intellectual Property. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations, or claims arising from or relating to theft, piracy, or unauthorized use of intellectual property in any state or federal court or country with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights.

148. This Mandatory Arbitration, Waiver of Class Actions section shall survive any termination of your use of the Service.

GOVERNING LAW

149. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of Delaware, if the user is within the United States, and construed in accordance with the laws of Bermuda if the user is outside of the United States.

150. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are specifically excluded from application to this Agreement. Any legal action or proceeding arising under this Agreement other than related to litigation of intellectual property will be brought exclusively in the federal or state courts located in the State of Delaware and the parties hereby irrevocably consent to the personal

jurisdiction and venue therein. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement prevents either party from seeking injunctive relief in an appropriate or applicable forum.

LANGUAGE AND TRANSLATIONS

151.   RPost may provide translations of this EULA or other terms or policies. Translations are provided for informational purposes and if there is an inconsistency or conflict between a translation and the English version, the English version will control.

NOTICES

152.   All notices required to be sent under this Agreement shall be in writing and shall be deemed to have been given upon (i) the date on which RPost updates the terms of this Agreement on the website (ii) the date sent by confirmed facsimile, (iii) on the date it was delivered by recognized overnight courier, by hand delivery, or by RPost's Registered Email™ service, or (iv) if by certified mail return receipt requested, on the date received, to the addresses set forth above and to the attention of the signatories of this Agreement and the relevant Schedule, or to such other address or individual as the parties may specify from time to time by written notice to the other party.

ASSIGNMENT

153.   Neither party shall sell, lease, assign or otherwise transfer this Agreement or any rights or obligations under this Agreement in whole or in part, and any such attempted assignment shall be void and of no effect without the advance written consent of the other party, such consent not to be unreasonably withheld or delayed.

SEVERABILITY

154.   In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

WAIVER

155.   The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of RPost's proprietary rights in the Software and/or Services offered, Documentation or Service, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued.

FORCE MAJEURE

156.   Each party shall be excused from performance for any period during which, and to the extent that, it or its subcontractor(s) is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures and power failures, etc.

SUCCESSORS AND ASSIGNS; THIRD PARTY BENEFICIARIES.

157.   All provisions of the Agreement shall be binding upon, inure to the benefit of and be enforceable by and against RPost and User. Except as expressly provided in this Agreement, there are no third party beneficiaries of any of the warranties, rights or benefits of this Agreement.

RELATIONSHIP BETWEEN THE PARTIES

158.   Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between the parties.

ENTIRE AGREEMENT

159.   This Agreement, together with the referenced agreements (e.g. Fair Use Policies, Service Level Agreement, Privacy Policies), and any Schedule referring to this Agreement (if any), each of which is incorporated by reference, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement and such referenced agreements and Schedules. This Agreement applies to all versions of the Software and/or Services already installed or used by User, including prior versions of Software and/or Services, and User agrees that this Agreement amends and supersedes prior versions of the EULA applicable to such prior versions of Software and/or Services.

HOW TO CONTACT US

160.   If you have any questions about the Service or Terms, pricing, complaints, or other inquiries, please contact RPost in care of RPost US Inc. at 6033 West Century Blvd, Suite 1278, Los Angeles, CA 90045, United States, or by calling from the U.S (310) 342-0088. You may also contact us at rpost.com with the contact form.