

Edge2Web Customer Terms of Service

Introduction

These “Customer Terms” Form a Part of a Binding “Contract”

These Customer Terms form a binding “**Contract**” between Customer and us. “We,” “our” and “us” refer to Edge2Web, Inc.

Your Agreement On Behalf of “Customer”

If you purchase subscription(s), create a tenant and invite users to that tenant, or use or allow use of that tenant after being notified of a change to these Customer Terms, you acknowledge your understanding of the then-current Contract and agree to the Contract on behalf of Customer. Please make sure you have the necessary authority to enter into the Contract on behalf of Customer before proceeding.

Customer Definitions

Who is “Customer”?

“**Customer**” is the organization that you represent in agreeing to the Contract. If your tenant is being set up by someone who is not formally affiliated with an organization, Customer is the individual creating the tenant.

Customer has Ultimate Authority on Your Tenant

Customer can modify and re-assign roles on your tenant (including your role) and otherwise exercise its rights under the Contract. If Customer elects to replace you as the representative with ultimate authority for the tenant, you agree to take any actions reasonably requested by us or Customer to facilitate the transfer of authority to a new representative of Customer.

What this Means for Customer—and for Us

Individuals authorized by Customer to access the Services (an “**Authorized User**”) may access content and information using the Services (“**Customer Data**”). Customer may provision or deprovision access to the Services, enable or disable third party integrations, manage permissions, retention and export settings, transfer or assign tenants and sub-tenants, share metadata, or consolidate tenants with other tenants. These choices and instructions may result in the access, use, disclosure, modification or deletion of certain Customer Data.

Customer will (a) inform Authorized Users of all Customer policies and practices that are relevant to their use of the Services and of any settings that may impact the processing of Customer Data; and (b) obtain all rights, permissions or consents from Authorized Users and

other Customer personnel that are necessary to grant the rights and licenses in the Contract and for the lawful use and transmission of Customer Data and the operation of the Services.

Subscriptions to Use the Services

A subscription allows an Authorized User to access the Services. No matter the role, a subscription is required for each Authorized User. A subscription may be provisioned through the Services interface. Each Authorized User must agree to the [User Terms](#) to use the Services. Subscriptions commence when we make them available to Customer and continue for the term specified in the Services provisioning interface.

Trial Subscription Plans – Productive Use Prohibited

We may offer one or more trial plans to encourage users to try our Services without incurring financial obligations to us. A trial subscription allows an Authorized User to access the Services. Each Authorized User must agree to the [User Terms](#). Trial subscriptions are subject to all of the terms defined herein. In addition, Customer agrees not to permit Authorized Users, or any other parties, to make productive use of any Services component(s) created by an Authorized User while under a trial plan. Customer must purchase a subscription to the Services before permitting productive use of any such component(s).

Beta Testing

From time to time, we enlist beta testers to help us test our new features. These features will be identified as “Beta”, “experimental”, “early experience,” or words or phrases with similar meanings (each, a “**Beta Product**”). Beta Products may not be ready for prime time so they are made available “as is,” and any warranties or contractual commitments we make for other Services do not apply. Should Customer encounter any faults with our Beta Products, we would love to hear about them; our primary reason for running any Beta programs is to iron out issues before making new features widely available.

Feedback is Welcome

The more suggestions our users make, the better our Services become. If Customer sends us feedback or suggestions regarding the Services, we may decide to use it, so Customer grants us (for itself and all of its Authorized Users) an unlimited, irrevocable, perpetual, sublicensable, transferable, worldwide, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer, any Authorized User or other Customer personnel. Feedback can be sent to us at support@edge2web.com.

Privacy Policy

Please review our [Privacy Policy](#) for more information on how we collect and use data relating to the use and performance of our websites and our Services.

Customer and Authorized Users

Use of the Services

Customer must comply with the Contract and ensure that its Authorized Users comply with the Contract and the [User Terms](#). We may review conduct for compliance purposes, but we have no obligation to do so. We aren't responsible for the content of any Customer Data or the way Customer or its Authorized Users choose to use the Services to store or process any Customer Data. Customer is solely responsible for providing high speed internet service for itself and its Authorized Users to access and use the Services.

Our Removal Rights

If we believe that there is a violation of the Contract that can simply be remedied by Customer's removal of certain Customer Data or Customer's disabling of a non-Edge2Web product, we will, in most cases, ask Customer to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services, Authorized Users, or any other parties.

Payment Obligations

For Customers that purchase our Services, fees, payment terms, and other related details are specified in the Edge2Web, Inc. invoice. Payment obligations are non-cancelable and, except as expressly stated in the invoice, are non-refundable. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). Customer will be responsible for separately paying all Taxes associated with its purchases.

Our Responsibilities

Providing the Services

Customer isn't the only one with responsibilities; we have some, too. We will (a) make the Services available to Customer and its Authorized Users as described herein; and (b) not use or process Customer Data for any purpose without Customer's prior written instructions; provided, however, that "prior written instructions" will be deemed to include use of the Services by Authorized Users and any processing related to such use or otherwise necessary for the performance of the Contract.

Be assured that (a) the Services will perform materially in accordance with our then-current documentation; and (b) we will not materially decrease the functionality of a Service during a subscription term. For any breach of a warranty in this section, Customer's exclusive remedies are those described in the sections titled "Termination for Cause" and "Effect of Termination".

Keeping the Services Available

For all Service plans, we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, excluding planned downtime. We expect planned downtime to be

infrequent but will endeavor to provide Customer with advance notice if we think it may exceed one (1) continuous hour.

Protecting Customer Data

The protection of Customer Data is a top priority for us so we will maintain administrative, physical, and technical safeguards at a level not materially less protective than as described in our [Security Practices](#) page. Those safeguards will include measures for preventing unauthorized access, use, modification, deletion and disclosure of Customer Data by our personnel. Customer (not us) bears sole responsibility for adequate security, protection and backup of Customer Data when in Customer's or its representatives' or agents' possession or control. We are not responsible for what Customer's Authorized Users or non-Edge2Web Products do with Customer Data. That is Customer's responsibility.

Ownership and Proprietary Rights

Your Data Belongs to You

As between us on the one hand, and Customer and any Authorized Users on the other, Customer will own all Customer Data. Subject to the terms and conditions of the Contract, Customer (for itself and all of its Authorized Users) grants us a worldwide, non-exclusive, limited term license to access, use, process, copy, export and display Customer Data, only as reasonably necessary (a) to provide, maintain and improve the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law; and (d) as expressly permitted in writing by Customer. Customer represents and warrants that it has secured all rights in and to Customer Data from its Authorized Users as may be necessary to grant this license.

Our Intellectual Property Belongs to Us

We own and will continue to own our Services, including all related intellectual property rights. We may make software components available as part of the Services. We grant to Customer a non-sublicensable, non-transferable, non-exclusive, limited license for Customer and its Authorized Users to use the object code version of these software components, but solely as necessary to use the Services and in accordance with the Contract and the [User Terms](#). All of our rights not expressly granted by this license are hereby retained.

Term and Termination

Contract Term

As further described below, a trial subscription continues until terminated, while a paid subscription has a term that may expire or be terminated. The Contract remains effective until all subscriptions ordered under the Contract have expired or been terminated or the Contract itself terminates. Termination of the Contract will terminate all subscriptions.

Termination for Cause

We or Customer may terminate the Contract on notice to the other party if the other party materially breaches the Contract and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. Customer is responsible for its Authorized Users, including for any breaches of this Contract caused by its Authorized Users. We may terminate the Contract immediately on notice to Customer if we reasonably believe that the Services are being used by Customer or its Authorized Users in violation of applicable law.

Termination of Trial Subscription Without Cause

Customer may terminate its trial subscriptions immediately without cause. We may also terminate Customer's trial subscriptions without cause.

Effect of Termination

Upon any termination for cause by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by us, Customer will pay any unpaid fees covering the remainder of the term of those subscriptions after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees payable to us for the period prior to the effective date of termination.

Representations; Disclaimer of Warranties

Customer represents and warrants that it has validly entered into the Contract and has the legal power to do so. Customer further represents and warrants that it is responsible for the conduct of its Authorized Users and their compliance with the terms of this Contract and the [User Terms](#). EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

Limitation of Liability

OTHER THAN IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER CUSTOMER'S OR EDGE2WEB'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT OR THE [USER TERMS](#) (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING

RISE TO LIABILITY. THE FOREGOING WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "PAYMENT TERMS" SECTION ABOVE.

IN NO EVENT WILL EITHER CUSTOMER OR EDGE2WEB HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Customer is responsible for all login credentials, including usernames and passwords, for administrator accounts as well the accounts of your Authorized Users. We will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else, if such information is not kept confidential by Customer or its Authorized Users, or if such information is correctly provided by an unauthorized third party logging into and accessing the Services.

The limitations under this "Limitation of Liability" section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law. The provisions of this "Limitation of Liability" section allocate the risks under this Contract between the parties, and the parties have relied on these limitations in determining whether to enter into this Contract and the pricing for the Services.

Our Indemnification of Customer

We will defend Customer from and against any and all third party claims, actions, suits, proceedings, and demands alleging that the use of the Services as permitted under the Contract infringes or misappropriates a third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer for all reasonable attorney's fees incurred and damages and other costs finally awarded against Customer in connection with or as a result of, and for amounts paid by Customer under a settlement we approve of in connection with, a Claim Against Customer; provided, however, that we will have no liability if a Claim Against Customer arises from (a) Customer Data; and (b) any modification, combination or development of the Services that is not performed by us. Customer must provide us with prompt written notice of any Claim Against Customer and allow us the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting our defense and settlement of such matter. This section states our sole liability with respect to, and Customer's exclusive remedy against us for, any Claim Against Customer.

Customer's Indemnification of Us

Customer will defend Edge2Web from and against any and all third party claims, actions, suits, proceedings, and demands arising from or related to Customer's or any of its Authorized Users'

violation of the Contract or the [User Terms](#) (a “**Claim Against Us**”), and will indemnify the Edge2Web for all reasonable attorney’s fees incurred and damages and other costs finally awarded against Edge2Web in connection with or as a result of, and for amounts paid by Edge2Web under a settlement Customer approves of in connection with, a Claim Against Us. We must provide Customer with prompt written notice of any Claim Against Us and allow Customer the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting Customer’s defense and settlement of such matter. This section states your sole liability with respect to, and Edge2Web’s exclusive remedy against Customer for, any Claim Against Us.

Limitations On Indemnifications

Notwithstanding anything contained in the two preceding sections, (a) an indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel; and (b) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified parties (such consent not to be unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the indemnified parties, (iii) the settlement does not include a full release of liability for the indemnified parties, or (iv) the settlement includes terms other than a full release of liability for the indemnified parties and the payment of money.

Confidentiality

Confidential Information

Each party (“**Disclosing Party**”) may disclose “**Confidential Information**” to the other party (“**Receiving Party**”) in connection with the Contract, which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including non-public business, product, technology and marketing information. Confidential Information of Customer includes Customer Data. If something is labeled “Confidential,” that’s a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

Protection and Use of Confidential Information

The Receiving Party will (a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Contract; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract. Nothing above will prevent either party from sharing Confidential

Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Contract.

Compelled Access or Disclosure

The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. Without limiting the foregoing, please review the [Data Request Policy](#) for details on how requests may be made for the disclosure of Customer Data and how we will handle those requests. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

Survival

The sections titled "Feedback is Welcome," "Our Removal Rights," "Payment Terms," "Credits," "Your Data Belongs to You," "Our Intellectual Property Belongs to Us," "Effect of Termination," "Representations; Disclaimer of Warranties," "Limitation of Liability," "Our Indemnification of Customer," "Customer's Indemnification of Us," "Limitations on Indemnifications," "Confidentiality" and "Survival," as well as all of the provisions under the general heading "General Provisions," will survive any termination or expiration of the Contract.

General Provisions

Publicity

Customer grants us the right to use Customer's company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to Customer's standard trademark usage guidelines as provided to us from time-to-time. We don't want to list customers who don't want to be listed, so Customer may send us an email to legal@edge2web.com stating that it does not wish to be used as a reference.

Force Majeure

Neither us nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

Relationship of the Parties; No Third Party Beneficiaries

The parties are independent contractors. The Contract does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to the Contract.

Email and Communications

Except as otherwise set forth herein, all notices under the Contract will be by email. Services-related communications to Edge2Web will be sent to support@edge2web.com. Legal notices, such as notices of termination or an indemnifiable claim, must be sent to legal@edge2web.com. Notices will be deemed to have been duly given (a) the day after it is sent, in the case of notices through email; and (b) the same day, in the case of notices through the Services.

Modifications

As our business evolves, we may change these Customer Terms and the other components of the Contract. If we make a material change to the Contract, we will provide Customer with reasonable notice prior to the change taking effect. Customer can review the most current version of the Customer Terms at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in the Contract. The materially revised Contract will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If Customer (or any Authorized User) accesses or uses the Services after the effective date, that use will constitute Customer's acceptance of any revised terms and conditions.

Waiver

No failure or delay by either party in exercising any right under the Contract will constitute a waiver of that right. No waiver under the Contract will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

Severability

The Contract will be enforced to the fullest extent permitted under applicable law. If any provision of the Contract is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Contract will remain in effect.

Assignment

Neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Contract in its entirety, without consent of the other party, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

Customer will keep its billing and contact information current at all times by notifying Edge2Web of any changes. Any purported assignment in violation of this section is void. A party's sole remedy for any purported assignment by the other party in breach of this section will be, at the non-assigning party's election, termination of the Contract upon written notice to the assigning party. In the event of such a termination by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, the Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Governing Law

The Contract, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of Connecticut, USA, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Venue; Waiver of Jury Trial; Fees

The state and federal courts located in Hartford County, Connecticut, USA, will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Contract or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. **Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Contract.** In any action or proceeding to enforce rights under the Contract, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

Entire Agreement

The Contract, including these Customer Terms and all referenced pages constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Without limiting the foregoing, the Contract supersedes the terms of any online agreement electronically accepted by Customer or any Authorized Users.