



## Customer Agreement

The following terms (collectively, the “**Agreement**”) govern your use of the 4me cloud-based service management solution(s) that you have subscribed to (the “**Service**”) from **4me, Inc.** whose principal place of business is at **555 Bryant Street #156, Palo Alto, CA 94301 U.S.A.** (below referred to as “**4me**”).

BY SUBSCRIBING TO THE SERVICE DIRECTLY WITH 4me OR THROUGH YOUR CHOSEN RESELLER AND/OR USING THE SERVICES OR UNDERLYING SOFTWARE, YOU CONSENT TO BE LEGALLY BOUND BY THESE TERMS FOR EACH SERVICE THAT YOU SUBSCRIBE TO. IF YOU ARE PURCHASING THROUGH A RESELLER, YOU CONFIRM THAT YOU HAVE GIVEN AUTHORITY TO THE RESELLER TO AGREE THE TERMS OF THIS AGREEMENT ON YOUR BEHALF AS PART OF THE INITIAL SETUP OF YOUR ACCOUNT AND YOU WILL NOT CHALLENGE OR DENY THAT THE RESELLER WAS SO AUTHORIZED.

IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU WARRANT AND REPRESENT THAT YOU (OR YOUR CHOSEN RESELLER) HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS “**YOU**” OR “**YOUR**” OR THE “**CUSTOMER**” SHALL REFER TO SUCH ENTITY, IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT USE THE SERVICE.

YOUR ATTENTION IS DRAWN TO **SECTION 12** WHICH CONTAINS IMPORTANT LIMITATIONS AND EXCLUSIONS OF LIABILITY.

### 1. *License to Use the Service*

- 1.1. Subject to compliance with the terms of this Agreement and, where applicable, the payment of the relevant fees for the Service, 4me grants you a limited, non-exclusive, non-transferable, non-sub-licensable and revocable right to access and use the Service and install, copy and use the 4me Properties (defined below), solely in accordance with the terms and conditions of this Agreement and solely for the duration of your subscription to the Service (“Subscription Term”). 4me makes available a trial version of the Service (“Trial Service”), and a paid for Service either on a pay as you go model (“Consumption Model”) or paid upfront model (“Service Credits Model”).

### 2. *4me Properties*

- 2.1. 4me may also make available to you, for your installation, copying and/or use solely in connection with the Service, from time to time, a variety of software, data, other content and printed and electronic documentation (all such materials, (hereinafter referred to as the “4me Properties”).
- 2.2. Any 4me Properties that are downloaded and/or integrated into any of your materials must be maintained with any identifying information indicating that such materials originated with 4me.

### 3. *Permitted Uses Generally*

- 3.1. You may write and/or use software or web sites (“Applications”) that interface with the Service. You acknowledge that 4me may change, deprecate or republish Proprietary application programming interfaces (APIs) for the Service or feature of the Service from time to time, and that it is your responsibility to ensure that calls you make to the Service are compatible with then-current APIs for the Service. You further acknowledge that 4me may change or remove features or functionality of the Service at any time. If any such change or removal of a feature materially adversely affects the functionality of the Service you have subscribed to, you may cancel your subscription to that element of the Service by giving 4me 30 days’ notice in writing and we will refund you for any unused Service Credits.

- 3.2. You may make network calls or requests to the Service at any time that the Service is available, provided that such calls and requests are not in violation of the 4me [Acceptable Use Policy](#) (“AUP”). for the Service which is incorporated herein.

#### **4. Restricted Uses Generally**

- 4.1. You agree that, except as expressly permitted herein or by applicable law, you will not:
  - 4.1.1. interfere or attempt to interfere in any manner with the functionality or proper working of the Service or the 4me Properties or hack, attempt to hack or break or attempt to breach any security mechanism(s);
  - 4.1.2. compile or use the 4me Properties or the Service or any other information obtained through the Service for the purpose of direct marketing, spamming, unsolicited contacting of users of the Service, or other impermissible advertising, marketing or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations;
  - 4.1.3. remove, obscure, or alter any notice of any intellectual property or proprietary right designation appearing on or contained within the Service or on any 4me Properties;
  - 4.1.4. modify, alter, tamper with, repair, or otherwise create derivative works of any software included in or accessed via the Service or any of the 4me Properties;
  - 4.1.5. reverse engineer, disassemble, or decompile the underlying software of the Service or any 4me Properties or apply any other process or procedure to derive the source code of any software included in or accessed via any of the Service or the 4me Properties;
  - 4.1.6. allow access to the Services or the 4me Properties to third parties. However, you may choose to offer access to and use of the Services and 4me Properties to your affiliates (meaning any entity that directly or indirectly controls, is controlled by, or is under common control with you) (“**Permitted Access**”) provided that where you offer such Permitted Access (a) you shall ensure that all such use and access complies with this Agreement; (b) you shall remain the contracting party with us and you shall be responsible for the payment of all applicable fees; (c) you shall retain full responsibility for all acts and omissions of your affiliates in relation to such access to and use of the Service and you shall be liable for all acts and omissions of your affiliates as if they were your own acts or omissions. All passwords and other access details provided by us to you are confidential and you shall ensure that all those with Permitted Access are aware of the confidential nature of such details;
  - 4.1.7. use or access the Service to create products or services which compete with the Service or underlying software;
  - 4.1.8. knowingly upload a virus or other harmful code to the Service or use the Service in a manner that violates applicable data protection and privacy laws and regulations;
  - 4.1.9. to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service or underlying software available to any third party except those with Permitted Access;
  - 4.1.10. disclose the results of any Service or program benchmark tests to any third parties without 4me’s prior written consent;
  - 4.1.11. employ any measure intended to circumvent limitations to purchased Service Credits or user limitations; or (i) use automated means, such as bots or crawlers, to access any 4me Properties or extract information therefrom (except such means as are expressly approved in advance in writing by 4me) or from the 4me website;
  - 4.1.12. use the Service and the underlying software in any manner which will or may breach any laws, rules, regulations and/or codes which are legally binding and which are applicable to the use of the Service (and underlying software); and
  - 4.1.13. use the Service in any manner or for a purpose not permitted by applicable export laws, regulations or sanctions; nor export or re-export the Service to any country, region, organization or individual that is named as a restricted area or person on any applicable export laws, regulations or sanctions.

#### **5. 4me’s Review of Customer’s Use of the Service**

- 5.1. You agree that 4me may review your use of the Service and utilization of your Service Credits from time to time for the purpose of verifying your compliance with this Agreement.

## 6. Downtime and Service Suspensions

- 6.1. 4me shall use all reasonable efforts to maintain availability of the Service at all times but from time to time your access to and use of the Service may be (i) suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Service as a result of power outages, system failures or other reasons beyond our reasonable control; and (ii) 4me shall also be entitled to suspend access to any portion or all of the Service at any time, on a service-wide basis: (a) for scheduled downtime to permit 4me to conduct maintenance or make modifications to the Service; (b) in the event of a denial of service attack or other attack on the Service or other event that 4me determines, in 4me's reasonable discretion, may create a risk to the Service, to you or to any of 4me's other customers if the Service were not suspended; or (c) in the event that 4me determines that the Service is prohibited by law or 4me otherwise determines that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions"). To the extent 4me is able, 4me will endeavor to provide you notice of any Service Suspension in accordance with the notice provisions set forth in Section 17 below and to post updates on the [www.4me.com](http://www.4me.com) website regarding resumption of the Service following any such suspension.

## 7. Fees (where you buy direct from 4me)

- 7.1. In order to activate your Trial Service or Consumption Model account you must request it on our website. In the case of a Consumption Model account, once you have registered your details and activated your account, 4me will charge you fees based on your usage each month in arrears. For Service Credit accounts, you must purchase Service Credits in advance that allow you a certain quantity of usage depending on the amount paid. If you exhaust the available Service Credits, your account will revert to a Consumption Model account (and we will charge you monthly in arrears) unless you purchase additional Service Credits.
- 7.2. 4me may change the price for the Service Credits, by giving you 180 days' advance notice. For Consumption Model accounts, 4me will give 60 days' notice in advance of any price changes. 4me prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to 4me, you will also pay any applicable value added taxes, goods and services taxes, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that 4me is permitted to collect from you. Non-payment by the due date may result in 4me charging interest at 1.5% per month and/or suspension of the Service.
- 7.3. You are charged one (1) service credit at the end of each month for each enabled person registered in the customer's 4me account(s) who was authorized for one (1) or more roles during the previous month, or during a part of the previous month. Service credits can also be used for the 4me workflow automator.

## 8. Payment

- 8.1. Unless otherwise agreed in writing, you agree to pay all undisputed invoices within 30 days of the date of invoice. All amounts payable under this Agreement must be made without setoff or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, you must notify 4me and provide 4me with documentation that the withholding and deducted amounts have been paid to the relevant taxing authority.

## 9. Data Protection and Confidentiality

- 9.1. The following definitions are used in this Section 9:
  - 9.1.1. **CCPA** means the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. Seq.
  - 9.1.2. **Data Controller, Data Processor, Data Subject, Personal Data, Data Breach, Processing, Processed and Process and appropriate technical and organizational measures** shall have the meaning as defined in the Data Protection Legislation.
  - 9.1.3. **Data Protection Legislation** means any and all applicable privacy and data protection laws and regulations, including, where applicable, the EU Data Protection Law, Swiss Data Protection Laws, the UK Data Protection Law and the CCPA, as all may be amended or superseded from time to time.
  - 9.1.4. **EU Data Protection Law** means the (i) EU General Data Protection Regulation (Regulation 2016/679) ("**GDPR**"); (ii) Regulation 2018/1725; (iii) the EU e-Privacy Directive (Directive 2002/58/EC), as amended (**e-Privacy Law**); (iv) any national data protection laws made under, pursuant to, replacing or succeeding (i) – (iii); and (iv) any legislation replacing or updating any of the foregoing.
  - 9.1.5. **Swiss Data Protection Laws** or "**FADP**" means the Swiss Federal Act on Data Protection of June 19, 1992, SR 235.1, and any other applicable data protection or privacy laws of the Swiss

Confederation as amended, revised, consolidated, re-enacted or replaced from time to time, to the extent applicable to the processing of Personal Data under this Agreement.

- 9.1.6. **UK Data Protection Laws**” means the Data Protection Act 2018 (DPA 2018), as amended, and the EU General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, as incorporated into UK law as the UK GDPR, and any other applicable UK data protection laws, or regulatory Codes of Conduct or other guidance that may be issued from time to time
- 9.2. 4me takes privacy extremely seriously. 4me will comply with the terms of its privacy policy available at <https://www.4me.com/privacy/>.
- 9.3. Each of the parties agrees to comply with all applicable requirements of any relevant Data Protection Legislation and the provisions of the Data Processing Addendum (“DPA”), if applicable, available at <https://www.4me.com/privacy-and-terms/> which shall be incorporated by reference herein and is subject to all of the terms and conditions of this Agreement. This is in addition to, and does not relieve, remove or replace, either party’s obligations under the Data Protection Legislation.
- 9.4. You warrant to 4me that you have taken all steps that are required to enable 4me to process your Personal Data in compliance with all Data Protection Laws and any other applicable laws, enactments, regulations, orders, standards and other similar instruments, including without limitation that you have in place the necessary notices and consents from Data Subjects for you to lawfully transfer their Personal Data to us, or have another appropriate legal basis in place to enable lawful transfer of the Personal Data to us and for us to process, use and transfer such personal data in connection with the provision of the Service.
- 9.5. **“Confidential Information”** of a party means such party’s (or its affiliate’s): inventions, discoveries, improvements, and copyrightable material not yet patented, published, or copyrighted; special processes and methods, whether for production purposes or otherwise, and special apparatus and equipment not generally available or known to the public; current engineering research, development, design projects, research and development data, technical specifications, plans, drawings and sketches; business information such as product costs, vendor and customer lists, lists of approved components and sources, price lists, production schedules, business plans, and sales and profit or loss information not yet announced or not disclosed in any other way to the public; and any other information or knowledge not generally available to the public. All business terms of this Agreement, including, but not limited to, pricing and access/login details, details of the Service, 4me Properties, Customer Content (defined below in Section 10.2) and your data shall be considered Confidential Information hereunder.
- 9.6. Each party shall keep in confidence all Confidential Information of the other party obtained prior to or during this Agreement and shall protect the confidentiality of such information in a manner consistent with the manner in which such party treats its own confidential material, but in no event with less than reasonable care. Without the prior written consent of the other party, a party shall not disclose or make available any portion of the other party’s Confidential Information to any person, firm, association, or corporation, or use such Confidential Information, directly or indirectly, except for the performance of this Agreement. The foregoing restrictions shall not apply to Confidential Information that:
- 9.6.1. was known to such party (as evidenced by its written record) or was in the public domain prior to the time obtained by such party;
  - 9.6.2. was lawfully disclosed to such party by a third party who did not receive it directly or indirectly from such party and who is under no obligation of secrecy with respect to the Confidential Information;
  - 9.6.3. became generally available to the public, by publication or otherwise, through no fault of such party; or
  - 9.6.4. was developed independently by the receiving party as evidenced by written records without reference to the Confidential Information of the other party.
- 9.7. The parties shall take all necessary and appropriate steps in order to ensure that its employees and subcontractors adhere to the provisions of this Section 9. All Confidential Information shall be returned to the disclosing party or destroyed upon receipt by the receiving party of a written request from the disclosing party. The receiving party may disclose the disclosing party’s Confidential Information to the extent required by law or legal process, provided, however, the receiving party will (unless prohibited by law or legal process): (a) give the disclosing party prior written notice of such disclosure to afford the disclosing party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure; (b) use diligent efforts to limit disclosure to that which is legally required; and (c) reasonably cooperate with the disclosing party, at the disclosing party’s expense, in its efforts to obtain a protective order or other legally available means of protection.

## **10. Warranties & Disclaimers**

- 10.1. 4me shall provide the Service to you with reasonable skill and care in a professional manner. 4me shall provide technical support to you (premium level if you are on the Consumption Model or Service Credit Model) as set out at <https://www.4me.com/support/>
- 10.2. The availability of the Service may be affected (and 4me shall not be liable in such cases unless directly caused by 4me) by hardware or telecommunications failures; the effects of the failure or interruption of the Service by third parties; delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including without limitation the internet, other factors outside our reasonable control; your actions or omissions (including without limitation, breach of your obligations set out in this Agreement) or those of any third parties (including but not limited to breaks in the continuity of the electricity supply or of the telecommunications linked to our server); and interruptions to the Service resulting from any request by you.
- 10.3. If the Service is unavailable or defective in any way then to the extent that such defect or unavailability is caused by a breach of this Agreement by 4me, 4me will at its expense, use reasonable endeavors to correct any such unavailability or defect promptly. Such correction is your sole and exclusive remedy for i) the unavailability of the Services and ii) any breach of Section 10.1 above.
- 10.4. 4me warrants that it possesses all necessary authority and permissions to the Service and 4me Properties to grant the licenses to you as set out herein.
- 10.5. Each party warrants that: (a) it is duly organized and validly existing and authorized to do business in the jurisdictions where it operates; and (b) it has the requisite power and authority to enter into this Agreement and entering and complying with its obligations under this Agreement does not violate any legal obligation by which such party is bound.

## **11. Intellectual Property**

- 11.1. All rights in the Service and 4me Properties not expressly granted under this Agreement are reserved to 4me. You do not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in the Service, the 4me Properties, the trademarks, service marks, service or trade names, logos, and other designations of 4me, or other technology and software (including third party technology and software), except for the limited use and access rights described in this Agreement.
- 11.2. Other than the rights and interests expressly set forth in this Agreement, and excluding 4me Properties and works derived from 4me Properties, you reserve all right, title and interest (including all intellectual property and proprietary rights) in and to content and data you may send to 4me or the Service ("Customer Content").
- 11.3. You agree to grant 4me a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service or 4me Properties any suggestions, enhancement requests, recommendations or other feedback provided by you relating to the operation of the Service provided such information does not include any Customer Content, your Confidential Information or your personally identifiable data.
- 11.4. During and after the term of the Agreement, with respect to the Service, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against 4me or any of 4me's customers, end users, business partners, licensors, sublicensees or transferees, any patent infringement or other intellectual property infringement claim with respect to the Service or 4me Properties.
- 11.5. Save as expressly provided for in this Agreement, all warranties or conditions of any kind (including, but not limited to, the Service will be uninterrupted or error-free; the implied warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose) are excluded to the maximum extent permitted by applicable law.
- 11.6. The Service is not bespoke or tailored to you and 4me does not warrant that the Service will meet your requirements. 4me offers no refund when you purchase the Service Credits and then decide that they are not suitable for your requirements or are not required for any reason. 4me offers a Trial Service which allows you to evaluate the Service - 4me recommends you use the Trial Service prior to purchasing the full Service.
- 11.7. In addition to the foregoing, 4me specifically disclaims all liability, and you are solely responsible for the development, operation, maintenance and use of your applications and for all materials that appear on or within your applications.
- 11.8. The [www.4me.com](http://www.4me.com) website and/or the Service may contain links to websites that are not under 4me's control ("Third Party Sites"). 4me is not responsible for the contents or functionality of any Third Party Sites or their terms and conditions for use or any website that can be accessed via links on any Third Party Site.

4me provides these links to you as a convenience and the inclusion of any such links does not constitute or imply 4me's endorsement or validation of any Third Party Site.

## **12. Limitations of Liability**

- 12.1. Nothing in this Agreement shall limit or exclude either party's liability for:
- 12.1.1. death or personal injury caused by negligence;
  - 12.1.2. fraud or willful or fraudulent misrepresentation; or
  - 12.1.3. any other liability which cannot be limited or excluded by applicable law.
- 12.2. Subject to Section 12.1, neither party shall be liable to the other party, whether in contract, tort (including without limitation negligence), strict liability or other theory for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for loss of profits; loss of sales or business, business opportunity or goodwill; loss, inaccuracy, corruption or recovery/restoration of data or information; loss of agreements or contracts; loss of anticipated savings; loss of or damage to goodwill; loss of use or corruption of software; cost of procurement of substitute goods, services, or technology or any indirect, special, consequential, incidental, or exemplary loss or punitive damages, whether foreseeable or not.
- 12.3. Subject to Sections 12.1 and 12.2 above, each party's maximum liability to the other party per claim or series of connected claims under or in connection with the Service, 4me Properties and this Agreement generally whether in contract, tort (including without limitation negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the greater of (a) 125% of the price paid by you for Service Credits or under the Consumption Model in the 12 months' period preceding the date of the incident(s) giving rise to the relevant claim and (b) US\$50,000 (fifty thousand Dollars). Subject to Sections 12.1 and 12.2, in respect of the Trial Service, our maximum liability to you in aggregate is limited to US\$10. If 4me is in breach of the DPA mentioned in Section 9, 4me agrees that the upper limit on its liability shall be increased to US\$500,000.
- 12.4. EACH PARTY FURTHER AGREES THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY ABOVE ARE FAIR AND REASONABLE IN THE CIRCUMSTANCES AND WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **13. Indemnification**

- 13.1. 4me shall defend you against any claim, demand, suit, or proceeding ("Claim") made or brought against you by a third party alleging that the use of the Consumption Model or Service Credit Model Service or the 4me Properties as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify you for any damages finally awarded against, and for reasonable attorney's fees incurred by, you in connection with any such Claim; provided, that you (a) promptly give 4me written notice of the Claim; (b) give 4me sole control of the defense and settlement of the Claim (provided that 4me may not settle any Claim if the settlement requires an admission of liability by you, unless approved in writing by you); and (c) provide to 4me all reasonable assistance, at 4me's expense.
- 13.2. The foregoing indemnification obligations do not apply if (a) the allegation does not state with specificity that the Service is the basis of the Claim; (b) a Claim against you arises from the use or combination of the Service or any part thereof with software, hardware, data, or processes not provided by 4me, if the Service or use thereof would not infringe without such combination; or (c) a claim against you arises from your breach of this Agreement.
- 13.3. You shall defend 4me against any Claim made or brought against 4me by a third party alleging that the Customer Content, or your use of the Service or the 4me Properties in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify 4me for any damages finally awarded against, and for reasonable attorney's fees incurred by, 4me in connection with any such Claim; provided, that 4me (a) promptly gives you written notice of the Claim; (b) gives you sole control of the defense and settlement of the Claim (provided that you may not settle any Claim if the settlement requires an admission of liability by 4me, unless approved in writing by 4me); and (c) provides to you all reasonable assistance, at your expense.
- 13.4. This Section 13 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section 13.

## **14. Duration, Termination and Suspension**

- 14.1. This Agreement shall commence as soon as you (or your appointed reseller) activate your account to the Service. The Agreement remains in effect until (i) it is terminated by mutual agreement of the parties in writing or (ii) terminated in accordance with this Section 14.

- 14.2. You may terminate this Agreement at any time for any reason or no reason at all, at your convenience, by providing 4me 30 days' written notice of termination in accordance with Section 17. If you terminate under this Section 14.2, any unused Service Credits will lapse and not be refunded and any usage under the Consumption Model up to the last day of termination shall be payable.
- 14.3. 4me may terminate this Agreement (and, accordingly, cease providing the Service to you), for any reason or for no reason at all at any time by providing you 180 days' advance notice in accordance with the notice provisions set forth in Section 17 below. If 4me exercises its right to terminate under this Section 14.3, any unused Service credits remaining at the end of the 180 days' notice will be refunded.
- 14.4. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 14.4.1. the other party is in breach of a material term and has failed to remedy the breach within 30 days of receipt of a notice specifying the breach and requiring it to be remedied; or
  - 14.4.2. there is an order or a resolution for the liquidation, administration, dissolution or winding-up of the other party (except where such winding up is for the purpose of solvent amalgamation or reconstruction) or has an administrator or other receiver, manager, trustee, liquidator or similar officer appointed overall or any substantial part of its assets, or enters into or proposes any composition or arrangement with the other party's creditors generally or is subject to any analogous event or proceedings in any applicable jurisdiction.
- 14.5. If you terminate for 4me's unremedied breach under Section 14.4.1, any unused Service Credits remaining will be refunded. If 4me terminates under Section 14.4.1 for your unremedied breach, any unused Service Credits will lapse and not be refunded and any payments committed by you which have not been paid shall become payable immediately.
- 14.6. Without affecting any other right or remedy available to 4me, 4me may suspend this Agreement and your access to the Service with immediate effect by giving written notice to you if any payment due from you has not been paid by the due date and remains in default for more than 14 days after being notified in writing to make such payment or if you breach any of the license restrictions in Section 4. If you still do not make payment or remedy the breach of Section 4 within the 10 days thereafter, 4me may terminate this Agreement by giving written notice to you. If 4me terminates under this Section 14.6, any unused Service Credits will lapse and not be refunded, and any payments committed by you which have not been paid shall become due and payable immediately.
- 14.7. Upon 4me's suspension of your use of the Service, in whole or in part, for non-payment by you, (i) Service Credits will continue to be consumed for those parts of the Service not suspended by 4me if it is still in use by you, notwithstanding the suspension; (ii) you remain liable for all fees, charges and any other obligations you have incurred through the date of suspension with respect to the Service; and (iii) all of your rights with respect to the Service shall be frozen during the period of the suspension.
- 14.8. In the event this Agreement is terminated for any reason, the confidentiality obligations of Section 9 will survive any such termination.
- 14.9. Upon termination or expiry of this Agreement, 4me will delete Customer Content and data in line with the details set out in the DPA.

## **15. Import and Export Compliance and Restrictions**

- 15.1. Each party shall, in connection with the provision of the Service and the 4me Properties and your use of the same, comply with all applicable import, export and re-export control laws and regulations of any country, including the country-specific economic sanctions programs or embargoes adopted against countries or individuals under any applicable national or international legislation.

## **16. Governing Law**

- 16.1. This Agreement shall be construed and governed by the laws of the State or country as set out in the table below and subject to the exclusive venue stated therein, without regard to principles of conflicts of laws. The parties waive any right to a trial by jury, if applicable. Each party recognizes that the unauthorized disclosure of Confidential Information, may cause irreparable harm to the other party for which monetary damages may be insufficient, and in the event of such disclosure, such other party shall be entitled to seek an injunction, temporary restraining order, or other provisional remedy as appropriate without being required to post bond or other security.

Customer HQ Location	Applicable Law	Applicable Venue
Americas	Laws of the State of Delaware, USA	Courts in Delaware, USA
Europe	Laws of the Netherlands	Courts in Amsterdam, NL
UK	Laws of England & Wales	Courts in London, England
Rest of the World	Laws of the State of Delaware, USA	Courts in Delaware, USA

### 17. Notices

- 17.1. Except as otherwise set forth herein, notices given by 4me to you under this Agreement that affect 4me customers generally (e.g., notices of an amended Agreement, AUP, etc.) will be posted on the www.4me.com website. Notices made by 4me under this Agreement specific to you (e.g. notices of breach and/or suspension) will be provided to you via the email address you provided to 4me. It is your responsibility to keep the email address current and you will be deemed to have received any email sent to any such email address, upon 4me’s sending of the email.
- 17.2. For notices to 4me under this Agreement and for questions regarding this Agreement or the Service, you may contact 4me as follows:  
 By submitting a request in the Service and assigning this request to 4me or the reseller that supports you for the Service.  
 By sending an email to support@4me.com  
 By sending a letter to:  
 4me, Inc.  
 555 Bryant Street #156  
 Palo Alto, CA 94301  
 U.S.A.
- 17.3. All communications and notices to be made or given pursuant to this Agreement shall be in the English language. If 4me provides a translation of any materials provided hereunder, the English language version of the Agreement will control if there is any conflict.

### 18. Miscellaneous Provisions

- 18.1. 4me may modify this Agreement, the DPA or any policy or other terms referenced in this Agreement (collectively, “Additional Policies”) at any time by posting a revised version of the Agreement, DPA or such Additional Policy on the www.4me.com website. In addition to this, you will be notified in accordance with Section 17. For Trial Service accounts and Consumption Model accounts, the revised terms shall take effect thirty (30) days after notice is provided. For Service Credit accounts, the revised terms shall take effect 180 days after the notice is given. By continuing to use or receive the Service after the effective date of any revisions to this Agreement, the DPA or any Additional Policies, you agree to be bound by the revised Agreement, DPA or any revised Additional Policies.
- 18.2. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect.
- 18.3. The failure by either party to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect that party’s right to enforce such provision thereafter. All waivers must be in writing to be effective.
- 18.4. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. Either party hereto may assign this Agreement to a successor-in-interest pursuant to an



acquisition of such party (whether by merger, stock sale, or asset sale) without the other party's consent, provided however that (a) your assignment hereof shall be effective only after fourteen (14) days' written notice to 4me, and (b) you may not assign this agreement to any competitor of 4me without 4me's express written consent. No rights or obligations under this Agreement may be assigned or delegated except as provided in this Section without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

- 18.5. This Agreement, the DPA together with the Additional Policies, constitutes the entire agreement between you and 4me regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement, or communication between you and 4me, whether written or oral, regarding such subject matter. You agree that any terms and conditions submitted by you such as on a purchase order shall have no validity even if 4me processes that purchase order.
- 18.6. Nothing in this Agreement creates, or is intended to create, any type of joint venture, escrow, partnership or any employer/employee or fiduciary or franchise relationship between you and 4me.
- 18.7. In case of a legislation change which affects the Service, 4me will actively work with you to ensure compliance. If such a change request will occur and can be resolved within reasonable efforts it will be free of charge.
- 18.8. Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.