



Please read the following carefully before SUBSCRIBING TO THE S50 RMMSERVICE (DEFINED BELOW).

By accepting these Terms, or accessing and using the S50 RMM Service (defined below) or website, portal.s50.co.uk (“**Site**”, for clarity, the term “**Site**” includes all Content (defined below) on the Site, but excludes the Service, unless otherwise specified herein), you acknowledge that you, on your own behalf as an individual and on behalf of your employer or another legal entity (collectively “**you**” or “**your**”), have read and understood and agree to comply with the terms and conditions below (the “**Terms**”), and are entering into a binding legal agreement with S50 trading as Sensus3 Ltd. (“**S50**”, “**us**”, “**we**” or “**our**”). If you are entering into these Terms on behalf of your employer or other legal entity, you represent and warrant that you have full authority to bind said employer or other legal entity to these Terms. If you do not agree to comply with and be bound by these Terms or do not have authority to bind your employer or other legal entity, please do not accept these Terms or access or use the Service. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

1. Description of the Service and Site.

1.1 Service. S50’s Cloud IT Management Service RMM(the “**Service**”) is made available to you on a software-as-a-service (SaaS) basis through a web portal on our Site and includes: (i) the non-downloadable software that you access via the Site; (ii) downloadable software which we, or any Third Party Providers (defined below) may provide in connection with the Service, including Client Software (defined below); (iii) any other products, services, and features (“**Add-On Services**”) made available or provided to you by S50 in connection with the Service (or which S50 may allow you to add or integrate to the Service), including third party products or services, including any plug-ins, extensions or integrations, which enable the Service to be used in conjunction with a third-party website, product or service; and (iv) the trademarks, service marks and logos (“**Marks**”), text, documents, descriptions, products, graphics, photos, sounds, videos, interactive features, and other content (together with the Marks, “**Content**”), contained in or made available through the Service.

1.2 Website. The Site is intended to provide you with access to a portion of the Service with a web portal to access your data, support tickets,

2. Ability to Accept Terms. If you access and use the Service, you represent and warrant that you are at least 18 years old. You may not access and use the Service if you are, and you represent and warrant that you are not, a competitor of S50.

3. Subscription to the Service.

3.1 License. Subject to your compliance with these Terms, and payment of applicable fees, S50 hereby grants you, and you accept, a non-exclusive, non-transferable, non-sub licensable, and fully revocable license to access and use the Service during the Subscription Period (defined below) for your internal purposes only. As part of the foregoing license, we may distribute and install on your devices certain software, which assists us to provide the service and you to use the Service in connection with the applicable Customer (“**Client Software**”), (i) solely in accordance with any Documentation (defined below), or other instructions, guidelines or restrictions provided by S50 in connection with the Client Software; and (ii) subject to you expressly agreeing to the terms herein prior to the download and installation onto your computers, servers, or other devices (“**Devices**”). We represent and warrant that we understand and agree to the services we provide including without limitation downloading and installing the Client Software on such your Devices, and that you will agree to any terms provided in connection with such software prior to installation of the software.

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3.2. Quotation. Your subscription to the Service is subject to any restrictions or limitations set forth in the Quotation including the number of your computers, servers, or other Devices you would like to be included under the Service, which you must complete and submit to S50 in order to purchase a subscription to the Service. Use of the Service or your Account by more Permitted Users or Devices than permitted in the Quotation will incur additional Fees, result in suspension or termination of this Agreement, your Account or access by the applicable Permitted Users or other penalties, or any combination of the above, as determined by S50 in its sole discretion.

3.3. **Documentation.** To the extent that we make available Documentation (defined below) to you, you are permitted to use such Documentation solely for your internal business purposes and solely in connection with its use of the Service during the Term. You may print or copy the Documentation provided that all S50 copyright notices are included therein. The Documentation shall be considered the Confidential Information of S50. Unless the Documentation is separately referred to herein, all references in these Terms to the Service shall include the Documentation. “**Documentation**” means user documentation that S50 generally makes available to its Service customers, whether in print or digitally.

4. **Site Access.** We hereby grant you permission to visit and use the Site for your information and personal use only, subject to these Terms and your compliance with applicable law.

5. **Restrictions.** Except as expressly permitted in these Terms, you may not, and shall not allow a Permitted User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, sell, display, transmit, broadcast, transfer or distribute any portion of the Service or the Site to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Site or Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or Site; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Service or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service or Site, or any part thereof; (v) use any robot, spider, scraper, or other automated means to access or monitor the Service or Site for any purpose; (vi) take any action that imposes or may impose (at S50’s sole discretion) an unreasonable or disproportionately large load on the S50 infrastructure or infrastructure which supports the Site or Service; (vii) interfere or attempt to interfere with the integrity or proper working of the Service or Site, or any related activities; (viii) remove, deface, obscure, or alter S50’s or any third party’s identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service or Site, or use or display logos of the Service or Site differing from S50’s own without S50’s prior written approval; (ix) use S50’s Marks without our prior written consent; (x) use the Service or Site to develop a competing service or product; (xi) use the Service Site to send unsolicited or unauthorized commercial communications; and/or (xii) use the Service or Site in any unlawful manner, for any harmful, irresponsible, or inappropriate purpose, or in breach of these Terms, any terms and conditions of any third-party product or service you use, or agreement you have entered into with any third party. You agree to remain liable to S50 for any act or omission of a Permitted User that would constitute a breach of these Terms if such acts or omissions were by you.

6. **Account.** In order to use the Service, you must have an account (“**Account**”). You must not allow anyone other than yourself or a Permitted User to access or use your Account. You acknowledge and agree (i) not to exceed the aggregate number of authorised Permitted Users and or Devices designated in the Quotation unless you first notify us in writing and pay S50 the required additional subscription fees; (ii) to provide accurate and complete Account and login information; (iii) to keep, and ensure that Permitted Users keep, all Account login details and passwords secure at all times; (iv) to remain solely responsible and liable for the activity that occurs

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in connection with your Account, (v) that the login details for each Permitted User may only be used by that Permitted User, and that multiple people may not share the same login details; and (vi) to promptly notify S50 in writing if you become aware of any unauthorised access or use of your Account or the Service.

7. Customer Data.

7.1. License. While using the Service, you may choose to provide, upload, import, transmit, post, or make accessible (collectively, “Provide”) to S50 your information, data, content or software (“Customer Data”). You grant us and our Third Party Providers, as applicable, a non-exclusive license to use, process, access, modify, display, copy and store Customer Data in order to provide the Service to you, including without limitation to transfer such data to our Third Party Providers (and their Third Party Providers) in order to provide the Service or features thereof, to you and to collect and use information as specified below in Sections 11 (*Privacy Policy*), 12 (*Anonymous Data*), and 13 (*Third Party Add-On Services and Integrations*). A “Third Party Provider” as used in these Terms means a third-party licensor, supplier or other provider of content, intellectual property or intellectual property rights, product or service or other tangible or intangible item.

7.2. Responsibility. You represent and warrant that: (i) you own or have obtained the rights to all of the intellectual property rights subsisting in the Customer Data and all necessary consents from your Customers’ for your, our, and as applicable our Third Party Providers’, use of such Customer Data, as set forth in this Agreement (including any applicable privacy policy), and you have the right to provide the Customer Data and the license granted in these Terms to use such Customer Data as stated in Section 7.1 above; and (ii) the Customer Data, your use of such Customer Data, and our, or as applicable, our Third Party Providers’, use of such Customer Data, as set forth in this Agreement (including in any applicable privacy policy), does not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy or publicity rights of any third party; or (b) violate any applicable data protection legislation. You agree that you are, and shall remain: (x) the data “controller” and that S50, and any Third Party Provider of S50, is a data “processor” in respect of all Customer Data, as such terms are defined in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (and any applicable national or local law or regulation implementing such directive); and (y) solely responsible and liable for the Customer Data and expressly releases us, and as applicable, our Third-Party Providers (and their Third Party Providers), from any and all liability arising from the use of the Customer Data as permitted herein.

7.3. Monitoring of Customer Data. Without limitation to Section 11 of this Agreement (and the provisions of any privacy policy referenced therein), you acknowledge that we, and as applicable, our Third-Party Providers, may monitor, inspect, access or remove Customer Data stored on our, or our Third-Party Providers’ (and their Third-Party Providers’), infrastructure for, or due to, potential harm which may be caused, or for violations these Terms or a Third Party Provider’s terms and conditions, and any other documentation or rules we, or our Third Party Providers, provide, and, to the extent applicable, you have obtained your Customers’ consent to the foregoing.

7.4. Availability of the Customer Data. You acknowledge that: (i) the Service does not operate as an archive or file storage service and we, and our Third Party Providers, do not necessarily store all of the Customer Data that you may Provide during your use of the Service; and (ii) you are solely responsible for, and S50 disclaims all warranties in connection with, the backup of Customer Data. You may download certain Customer Data which you Provide to us at any time during the Term and which is stored by us as part of the Service, or as otherwise



set forth herein, provided that you comply with this Agreement and any security requirements we may designate.

7.5. Security. S50 agrees during the Term to implement reasonable security measures to protect Customer Data and will, at a minimum, utilize industry standard security procedures.

8. Password Maintenance. Certain features or Add-On Services included or offered in conjunction with the Service (including without limitation certain data back-up and encryption services) require the use of a password which may be provided to, or chosen by, you in order to use and access the feature, service and the data which may be stored or secured in or by such feature or service. If you forget or lose your password, S50 may be unable to locate the password or provide you with a new password and you may lose access to or use of the feature or service and any data which be stored or secured in or by such feature or service. Without limitation to Section 7.4 above, you acknowledge and agree that you are solely responsible to record, your passwords to any such features or services.

9. Open Source Software. Portions of the Service may include third party open source software that is subject to third party terms and conditions (“**Third Party Terms**”). If there is a conflict between any Third Party Terms and these Terms, then the Third Party Terms shall prevail but solely in connection with the related third party open source software. Notwithstanding anything to the contrary, S50 makes no warranty or indemnity hereunder with respect to any third party open source software.

10. Confidential Information. You agree to keep confidential and to use only for purposes permitted under these Terms, any S50 proprietary or confidential information disclosed to you pursuant to these Terms or in connection with your use of the Service which is marked as confidential or is identified at the time of disclosure as confidential or which would reasonably be considered confidential or proprietary in nature. The obligation of confidentiality shall not apply to information which is publicly available through authorised disclosure, is rightfully known by you prior to the time of disclosure as evidenced in writing, is rightfully obtained from a third party who has the right to disclose it, or which is required by law, government order or request to be disclosed (provided that you shall give written notice to S50 of such disclosure and an opportunity, at S50’s expense, to resist or restrain the scope of such request). Upon any termination of your subscription to the Service, you shall return to us all S50 confidential information, and all copies thereof, in your possession, custody or control unless otherwise expressly provided in these Terms.

11. Privacy Policy and Data processing Agreement.

11.1. Privacy Policy. You acknowledge and agree that your use of the Service, including, without limitation, any information transmitted to or stored by S50, is governed by the S50 Privacy Policy available on request (“**Privacy Policy**”), including with respect to Customer Data.

11.2 Data Processing Agreement. If you are a customer subject to the General Data Protection Regulation (“**GDPR**”), please request our Data Processing Agreement (“**DPA**”) by sending us an email to: finance@s50.co.uk, sign it and return it signed to finance@s50.co.uk. By signing the document you hereby agree that any processing of information performed by us on your behalf shall be subject to the terms and conditions of the DPA.

12. Anonymous Information. Notwithstanding any other provision of these Terms, we, and our Third Party Providers, may collect, use and publish Anonymous Information (defined below) relating to your use of the Service or Site, and disclose it to provide, improve and publicise our products and services and for other

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business purposes. “Anonymous Information” means information which does not enable identification of an individual, such as aggregated and analytics information. S50 owns all Anonymous Information collected or obtained by S50.

13. Third-Party Add-On Services and Integrations. You acknowledge and agree that if you purchase, add, or use an Add-On Service, your use of such Add-On Service may, in addition to these Terms, be governed by the terms and conditions (including the privacy policy) of the Third Party Provider of the Add-On Service or the website, product or service with which the Add-On Service connects (each such Add-On Service, or external website, product or service, a “Third Party Service”) and may require the creation of an account with such Third Party Provider. You acknowledge and agree that any data (including without limitation, Customer Data) you provide when using the Third Party Service may be collected and used by the applicable Third Party Provider in accordance with that Third Party Provider’s privacy policy and you represent and warrant that you have obtained your Customers’ and Permitted Users’ consent to the foregoing. YOU ARE SOLELY RESPONSIBLE FOR YOUR CHOICE AND USE OF THIRD PARTY SERVICES, AND WITHOUT LIMITATION TO SECTIONS 21 (WARRANTY DISCLAIMER) AND 22 (LIMITATION OF LIABILITY) BELOW, S50 AND ITS AFFILIATES AND THIRD PARTY PROVIDERS (OTHER THAN THE PROVIDER OF THE RELEVANT THIRD PARTY SERVICE) MAKE NO, AND HEREBY DISCLAIM ALL, WARRANTIES, WHETHER EXPRESS OR IMPLIED (BY LAW OR OTHERWISE), WITH RESPECT TO SUCH THIRD PARTY SERVICE. We recommend reviewing the terms and conditions, including the privacy policy, of any such Third Party Providers prior to using an Add-On Service provided by, or which connects to the website, product or service of, a Third Party Provider.

14. Term; Subscription Period.

14.1 Site. The provisions of these Terms applicable to your access and use of the Site are in effect until terminated by S50 or you. S50, in its sole discretion, has the right to terminate your access and use of the Site, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms).

14.2 Service. Your subscription to the Service, and the provisions of these Terms applicable to the Service, shall become effective on the earlier of: (i) the date that you commence access to or use of the Service; (ii) the date that we receive payment of any applicable Service subscription fee; or (iii) the date specified on the Quotation, and shall remain in effect until the expiration of the subscription period as set forth in the Quotation (at which point, subject to your payment of any applicable Service subscription fees, your subscription shall automatically renew for successive subscription periods unless terminated earlier by us or by you pursuant to these Terms (the subscription period, including any renewal periods, (“Subscription Period”). If you continue to access or use the Service past any subscription period renewal date, you shall be deemed to have renewed your subscription to the Service for the corresponding renewal period and shall be liable to pay all applicable fees in connection with such renewal period.

14.3 Termination of Service. Without derogating from your obligation to pay applicable Fees (defined below), you may terminate your subscription to the Service by cancelling your Account by sending a cancellation request to us at finance@S50.co.uk giving a minimum of 3 calendar months’ notice to us, in which case we will use commercially reasonable efforts to respond within a reasonable time. Your subscription to the Service in full, or portion thereof, will not be cancelled until you have received an acknowledgement from us via email clearly stating and confirming your subscription has been terminated. We may terminate your subscription (and cease to provide the Service to you) at any time, including without limitation in the event that you breach these Terms. We may also terminate your subscription or purchase of the Service, portion thereof, or an Add-On

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Service, as applicable to the extent that the Service, portion thereof, or Add-On Service will be discontinued or end-of-life by S50 or the Third Party Provider of the particular feature or Add-On Service.

14.4 Objection. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Site or Service in any way, you should contact your S50 account manager or Director of S50 or discontinue use of the Site or Service (and cancel your subscription).

15. Effect of Termination of Service. Upon termination of your subscription to the Service, your Account and all licenses granted by S50 under this Agreement with respect to the Service shall be terminated, and you will lose all access to the Service and to any Customer Data that we may be storing on your behalf. We do not accept any liability for any termination of the Service or Customer Data that is deleted in connection thereto. We shall not be liable to you or any third party for termination of your use of or access to the Site or Service, or any portion thereof. This Section 15 and Sections 5 (*Restrictions*), 7 (*Customer Data*), 8 (*Intellectual Property Rights*), 9 (*Open Source Software*); 10 (*Confidential Information*); 11 (*Privacy Policy*), 12 (*Anonymous Data*), 13 (*Third Party Add-On Services and Integrations*) 21 (*Warranty Disclaimer*), 22 (*Limitation of Liability*), 23 (*Indemnification*), 24 (*Disclosure*), and 26 (*Export Laws*) through and including 29 (*General*), as well as any other provision which is intended to survive termination of the Terms or your subscription to the Service, shall survive termination of these Terms and your subscription to the Service.

16. Suspension. If we believe, in our sole discretion, that you are using the Service (including any Add-On Service) in a manner that may cause harm to us or any third party, or in breach of these Terms, then we may, without derogating from our right to terminate your subscription as specified in these Terms, suspend or terminate your Account or your access to and use of the Service (or the Add-On Service), or parts thereof. The applicable Third Party Provider may similarly suspend your use of an Add-On Service, or a portion thereof, if such Third Party Provider believes that you are using its product or service in a manner that may cause harm to such Third Party Provider or any third party or in violation of the applicable terms and conditions.

17. Fees.

17.1 Use of the Site. Your general right to access and use the Site is included within your subscription and you will not be charged for any such access or use of the Site unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Site.

17.2 Service Fees. Your access to and use of the Service is subject to your payment in full of the subscription and other fees as set by S50. You acknowledge and agree that the Fees are based on the number of permitted users or devices designated in the Quotation, even if a smaller number of Permitted Users or Devices ultimately use the Service in a given Subscription Period (however, use of the Service or your Account by more Permitted Users or Devices than permitted in the Quotation may incur additional Fees, result in suspension or termination of this Agreement, your Account or access by the applicable Permitted Users or Device or other penalties, or any combination of the above, as determined by S50 in its sole discretion). You shall make such payments, and the Fees shall be charged, in advance of each month, as applicable, for which you have subscribed to the Service. We may at any time change the Fee amounts, but such changes will not take effect until the completion of the billing cycle in which such change is made. We will make reasonable efforts to notify you at least two weeks prior to any changes in price for the services for which you subscribe. Failure to pay applicable Fees may result (at our sole discretion) in termination or suspension of your access and use of the Service or portions thereof.



17.3 Payment Terms. All Fees are stated, and shall be paid, in UK Pounds, are non-refundable and, unless otherwise stated in the Quotation or Service Invoice, are exclusive of all taxes, levies, or duties, which are your responsibility. If you are located in a jurisdiction which requires you to deduct or withhold taxes or other amounts from any amounts due to us, you must notify us in writing. In such a case, we reserve the right to assess the withheld amount or to increase the gross amount of the applicable payment so that, after the deduction or withholding for taxes, the net amount paid to us will not be less than the amount we would have received without the required deduction or withholding. The available payment methods and the required payment schedule are set forth in the Quotation.

18. Free Trial Subscription. We may offer a free, no-obligations trial subscription of the Service (“**Trial Subscription**”). The Trial Subscription, if any, shall commence on the date that you commence access or use of, as applicable, the Service and will conclude at the end of the trial period displayed on the Quotation, or sooner if: (i) you upgrade your subscription by beginning to pay the applicable fees for the Service, or (ii) your use of the Service is terminated in accordance with these Terms. You acknowledge and agree that these Terms are applicable and binding upon you during the Trial Subscription period and that S50: (i) does not make any commitments in connection with the Service during the Trial Subscription period; and (ii) may send you, subject to your opting out, communications and other notices about the Service to your email address. We reserve the right to modify, cancel and/or limit this Trial Subscription offer at any time.

19. Downloadable Software Updates. To the extent S50 or an applicable Third Party Provider, provides you with a software update, including without limitation any patch, bug fix, upgrade, new version or general update (“**Update**”), for any Client Software or any downloadable portion of the Service (including of any Add-On Service), you agree to, in accordance with any instruction which may be provided by S50 or the applicable Third Party Provider, to download and install such Update immediately and to cease using the prior version of the applicable software (except as modified by the Update). Such Updates shall be made available in S50’s and its Third Party Provider’s sole discretion.

20. Web Browser requirements. You acknowledge that use and access of the Site requires (i) a supported web browser and, (ii) a web browser version that supports HTML5. You are solely responsible for using a supported web browser and upgrading to the then-current minimum web browser requirements that we may define from time to time. We shall either: (i) display the then-current web browser requirements on the Site or Service; or (ii) otherwise notify you directly of the then-current web browser requirements.

21. Warranty Disclaimer.

21.1 THE SITE AND THE SERVICE (WHICH INCLUDES, FOR CLARITY, ANY ADD-ON SERVICE OR THIRD PARTY SERVICE) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY FOR ACCESSING AND USING THE SITE AND SERVICE AND FOR THE SELECTION OF THE SERVICE TO ACHIEVE YOUR INTENDED RESULTS. S50 AND ITS AFFILIATES AND THIRD-PARTY PROVIDERS, HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

21.2 S50, ITS AFFILIATES, AND THIRD-PARTY PROVIDERS, DO NOT WARRANT THAT THE SERVICE OR ACCESS TO AND USE OF THE SITE OR SERVICE WILL BE UNINTERRUPTED, ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR SERVICE IS FREE FROM VIRUSES OR OTHER HARMFUL CODE.

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21.3 S50, ITS AFFILIATES AND THIRD-PARTY PROVIDERS, OFFER NO WARRANTY REGARDING THE RELIABILITY OF THE PERFORMANCE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTY: (I) THAT THE SERVICE, INCLUDING ANY ANTI-VIRUS OR ANTI-SPAM FEATURES, WILL DETECT, BLOCK OR PREVENT ALL VIRUSES, SPAM OR OTHER HARMFUL OR UNWANTED CODE OR INTRUSIONS; AND (II) REGARDING THE BACKUP OR STORAGE OF CUSTOMER DATA ON OR BY THE SERVICE.

21.4 S50, ITS AFFILIATES AND THIRD-PARTY PROVIDERS, DO NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, INFORMATION, REPORTS OR RESULTS THAT YOU OBTAIN THROUGH THE SERVICE, THE SITE. YOUR USE OF AND RELIANCE UPON SERVICE OR SITE, OR CONTENT AND YOUR DATA (INCLUDING CUSTOMER DATA) AND ANY MARKETPLACE MATERIALS IS ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND S50, ITS AFFILIATES AND THIRD-PARTY PROVIDERS, SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO YOU IN CONNECTION WITH ANY OF THE FOREGOING.

21.5 YOU AGREE THAT WE, OUR AFFILIATES AND THIRD-PARTY PROVIDERS, WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

21.6 Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

22. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW:

22.1 S50, ITS AFFILIATES AND THIRD-PARTY PROVIDERS, SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUE) ARISING OUT OF THESE TERMS OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICE OR SITE, EVEN IF S50, ITS AFFILIATES OR THIRD PARTY PROVIDERS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF S50, ITS AFFILIATES OR ITS THIRD-PARTY PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, THE SITE OR SERVICE, EXCEED:

(A) WITH RESPECT TO THE SITE: THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU (IF ANY) IN CONNECTION WITH THE SITE (FOR CLARITY, NOT INCLUDING THE SERVICE) IN THE THREE (3) CALENDAR MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY;

(B) WITH RESPECT TO THE SERVICE: THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU (IF ANY) IN CONNECTION WITH THE APPLICABLE SERVICE ACCOUNT (OR, IF THE LIABILITY RELATES TO A PARTICULAR ADD-ON SERVICE, THE AMOUNT OF FEES PAID BY YOU IN RESPECT OF THAT ADD-ON SERVICE FOR THE APPLICABLE SERVICE ACCOUNT ONLY) IN THE THREE (3) CALENDAR MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

22.3 TO THE EXTENT YOU HAVE ENTERED INTO AN AGREEMENT WITH, OR AGREED TO TERMS AND CONDITIONS OF, OR OTHERWISE DIRECTLY ENGAGED THE SERVICES, OR PURCHASED THE PRODUCTS, OF A THIRD PARTY PROVIDER, S50 AND ITS AFFILIATES AND THIRD-PARTY PROVIDERS (EXCEPT THE THIRD-PARTY



PROVIDER OF THE RELEVANT THIRD-PARTY PRODUCT OR SERVICE) SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES OF ANY KIND ARISING FROM SUCH THIRD PARTY SERVICE OR YOUR USE THEREOF, AND YOU ACKNOWLEDGE AND AGREE THAT YOU MUST SEEK RELIEF OR REDRESS FOR ANY SUCH CLAIMS OR DAMAGES DIRECTLY WITH, FROM, AND AGAINST THE THIRD-PARTY PROVIDOR OF SUCH THIRD PARTY SERVICE.

22.4 THE FOREGOING EXCLUSIONS AND LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION 22 SHALL APPLY: (I) EVEN IF A PARTY, ITS AFFILIATES OR THIRD-PARTY PROVIDERS, HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; (II) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (III) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT).

23. Indemnification. You agree to defend, indemnify and hold harmless S50, our Third Party Providers, and affiliates and each of our respective officers, directors, agents, consultants and employees from any third party claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from: (i) your use of the Site or Service; and/or (ii) your breach of these Terms; (iii) your failure to comply with the obligations applicable to you under the GDPR and/or data protection laws or regulations or the DPA; and/or (iv) for the processing of personal data without a DPA, in the event you fail to return to us the DPA duly signed by you.

24. Disclosure. We reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Service as we reasonably believe necessary to: (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms, including to investigate potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your support requests, and/or (v) protect the rights, property or safety of S50, its users or the public.

25. Links.

25.1 The Site or Service may contain links to third party websites that are not owned or controlled by S50. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third party website; and (ii) expressly release us from any and all liability arising from your use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.

25.2 We permit you to link to the Site provided that: (i) you link to but do not replicate any page on this Site; (ii) the hyperlink text shall accurately describe the Content as it appears on the Site; (iii) you shall not misrepresent your relationship with S50 or present any false information about us and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a website that you do not own; (v) your website, and domain name, does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and your website, comply with these Terms and applicable law.

26. Export Laws. You agree to comply fully with all applicable export laws and regulations to ensure that neither software provided by S50 nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.



27. Assignment. These Terms, and any rights granted hereunder, may not be transferred or assigned by you but may be assigned by S50 without restriction.

28. Modifications. We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following our sending a notice thereof to you or posting the revised Terms on the Site, and your continued use of the Service thereafter means that you accept those changes.

29. General. We reserve the right to discontinue or modify any aspect of the Site or Service at any time. These Terms, and the Quotation and Privacy Policy, represent the complete agreement concerning the Service and the Site between you and S50 and supersede all prior agreements and representations related to the subject matter hereof. To the extent of any inconsistency or conflict between these Terms and a Quotation, these Terms shall prevail. Section headings are provided for convenience only and have no substantive effect on construction. Except for your obligation to pay S50, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. Nothing herein shall be construed to create any employment relationship, partnership, joint venture or agency relationship or to authorize any party to enter into any commitment or agreement binding on the other party. If any provision of these Terms is held to be unenforceable, these Terms shall be construed without such provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE OR SERVICE MUST COMMENCE WITHIN 3 CALENDAR MONTHS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.