

Bonterra website terms and conditions

Last Updated: Oct. 20, 2023

1. ACCEPTANCE OF THE TERMS AND CONDITIONS

1.1. Bonterra LLC and its affiliates (herein referred to as the “**Bonterra**,” “**we**,” “**us**” or “**our**”) provides and makes available this web site (the “**Site**”). All use of the Site is subject to the terms and conditions contained in these Website Terms and Conditions (this “**Agreement**”). Please read this Agreement carefully. By accessing, browsing or otherwise using the Site, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not accept the terms and conditions of this Agreement, you shall not access, browse or use the Site. You understand and agree that your use of our products (“**Bonterra Products**”) are subject to their own terms and conditions which can be found at <https://bonterratech.com/legal/product-terms-conditions>. If you signed a separate agreement with Bonterra governing specific Bonterra Products, then that separate agreement shall govern. However, please note that your access to and use of the Site and any Bonterra Products is also subject to Bonterra’s Privacy Policy located at <https://www.bonterratech.com/privacy-policy>.

1.2. You understand and agree that we may change this Agreement at any time without prior notice. You may read a current, effective copy of this Agreement at any time by selecting the “Terms of Use” link on the Site. The revised terms and conditions will become effective at the time of posting. Any use of the Site after such date shall constitute your acceptance of such revised terms and conditions. If any change to this Agreement is not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the Site.

2. USE OF THE SITE

2.1. This Site and Bonterra Products contain material, including but not limited to software, code, information, data, text, video, music, sound, photographs, graphics, messages, images and other materials (collectively referred to as “**Content**”). All Content that is not User Content (as defined below) is referenced herein as the “**Bonterra Content**”). We may own the Bonterra Content or portions of the Bonterra Content may be made available to us through arrangements that we have with third-parties. The Bonterra Content is protected by United States and foreign copyright, patent, trademark, trade secret and/or other intellectual property laws. Unauthorized use of the Bonterra Content may result in violation of copyright, trademark, and other laws. You have no rights in or to the Bonterra Content, and you will not copy the Bonterra Content and will only access and use the Bonterra Content for your personal purposes. You will not collect, copy, frame, scrape, rent, lease, loan, sell, transfer, assign, license, sublicense, reverse engineer, reverse assemble or modify the Bonterra Content or reproduce, display, publicly perform, make a derivative work of or distribute the Bonterra

Content. Without limiting the foregoing, you will not use the Bonterra Content in any way for any public or commercial purpose. The use or posting of any of the Bonterra Content on any other web site or computer network for any purpose is expressly prohibited. To the extent you modify or make any derivative work of the Bonterra Content, you hereby assign all right, title and interest in and to such modifications and derivative works to Bonterra LLC and waive all rights that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like therein. If you violate any part of this Agreement, your right to access and/or use the Bonterra Content and Site shall automatically terminate.

2.2 The trademarks, service marks, and logos of Bonterra (the “**Bonterra Trademarks**”) used and displayed on this Site are registered and unregistered trademarks or service marks of Bonterra. Other company, product, and service names located on the Site may be trademarks or service marks owned by third parties (the “**Third-Party Trademarks**”, and, collectively with the Bonterra Trademarks, the “**Trademarks**”). Nothing on this Site or in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Site without the prior written consent of Bonterra specific for each such use. The Trademarks may not be used to disparage Bonterra or the applicable third-party, Bonterra’s or third-party’s products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any web site is prohibited without Bonterra’s prior written consent. All goodwill generated from the use of any Bonterra Trademark shall inure to Bonterra’s benefit.

2.3 You agree not to: (a) take any action that imposes an unreasonable load on the Site’s infrastructure, (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site, (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Site, (d) delete or alter any material posted on the Site by Bonterra or any other person or entity, or (e) frame or link to any of the materials or information available on the Site.

2.4 The Site contains links to third-party web sites (“**External Sites**”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact a representative of those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all web sites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk.

2.5 Certain elements of the Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors. None of the Bonterra

Bonterra Content for this Site may be retransmitted without the express written consent from Bonterra for each and every instance.

2.6 You may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("**Feedback**") to us with respect to the Site or Bonterra Content. We shall have full discretion to determine whether or not to proceed with the development or implementation of any Feedback. You hereby grant Bonterra a royalty-free, fully paid up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback; and (b) use the Feedback and/or any subject matter thereof, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Feedback and/or any subject matter of the Feedback.

2.7 You are solely responsible for all Content that you make available to Bonterra, including by uploading, posting, publishing, or displaying (hereinafter, "**upload(ing)**") via the Site (collectively, "**User Content**"). The following are examples of the kinds of Content and/or uses that are illegal or prohibited by Bonterra. Bonterra reserves the right to investigate and take appropriate legal action against anyone who, in Bonterra's sole discretion, violates this provision, including removing the offending Content from the Site, suspending or terminating the account of such violators, and reporting the violator to law enforcement authorities. You agree to not use the Site to:

a) email or otherwise upload any Content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable; or (vii) in the sole judgment of Bonterra, is objectionable or which restricts or inhibits any other person from using or enjoying the Site or any Bonterra Product, or which may expose Bonterra or its users to any harm or liability of any type;

b) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;

c) violate any applicable local, state, national, or international law, or any regulations having the force of law;

d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

e) solicit personal information from anyone under the age of 18;

f) harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

g) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;

h) further or promote any criminal activity or enterprise or provide instructional information about illegal activities;

i) obtain or attempt to access or otherwise obtain any Content through any means not intentionally made available or provided for through the Site;

j) circumvent, remove, alter, deactivate, degrade, or thwart any of the Content protections in or geographic restrictions on any Content (including Bonterra Content) available on or through the Service, including through the use of virtual private networks; or

k) engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods.

If you are blocked by Bonterra from accessing the Site (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address or virtual private network).

You represent and warrant that you own all right, title and interest in and to User Content you upload, including all copyrights and rights of publicity contained therein. You hereby grant Bonterra a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable (directly and indirectly through multiple tiers), perpetual, and irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use your User Content in connection with the operation of the Site and Bonterra Products and the promotion, advertising or marketing of the foregoing in any form, medium or technology now known or later developed. You assume all risk associated with your User Content and the transmission of your User Content, and you have sole responsibility for the accuracy, quality, legality and appropriateness of your User Content.

You acknowledge and agree that Bonterra may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws, or government requests; (b) enforce this Agreement; (c) respond to claims that any content

violates the rights of third parties; or (d) protect the rights, property, or personal safety of Bonterra, its users, or the public. You understand that the technical processing and transmission of the Site, including your User Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

2.8 The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Bonterra will promptly process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Bonterra’s Copyright Agent at legal@bonterratech.com (subject line: “DMCA Takedown Request”). You may also contact us by mail:

Attention: Copyright Agent Bonterra LLC Legal Department
10801 N MOPAC EXPY BLDG 2-400
Austin, Texas 78759-5458

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

If you believe that the relevant material that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use such material, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature; • identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

- your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal courts located within the Federal District of Delaware, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Bonterra will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Bonterra's sole discretion.

In accordance with the DMCA and other applicable law, Bonterra has adopted a policy of terminating, in appropriate circumstances and at Bonterra's sole discretion, members who are deemed to be repeat infringers. Bonterra may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

3. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.

PLEASE READ THIS TERMS CAREFULLY, AS IT CONTAINS AN AGREEMENT THAT YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST BONTERRA ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

3.1 BONTERRA (INCLUDING ALL AFFILIATES), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS (COLLECTIVELY, THE "**BONTERRA PARTIES**"), MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE SITE OR BONTERRA CONTENT, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS OR RELIABILITY. THE BONTERRA PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF THE SITE OR BONTERRA CONTENT OR ANY OTHER INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITE AND THE BONTERRA CONTENT AT YOUR OWN RISK.

THE BONTERRA PARTIES DO NOT WARRANT THAT THE SITE WILL OPERATE ERROR FREE OR THAT THE SITE, ITS SERVER, OR THE BONTERRA CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SITE OR THE BONTERRA CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO BONTERRA PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS.

THE SITE AND BONTERRA CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE BONTERRA PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE,

MERCHANTABILITY, NON INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

3.2 IN NO EVENT SHALL ANY BONTERRA PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE SITE AND THE BONTERRA CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH BONTERRA PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.3 SOME STATES DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, IN SUCH STATES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU, AND THE LIABILITY OF THE BONTERRA PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

4. INDEMNIFICATION.

To the extent permitted under applicable law, you agree to defend, indemnify, and hold harmless the Bonterra Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your User Content, your breach of this Agreement or your access to, use or misuse of the Bonterra Content or Site. The Bonterra shall provide notice to you of any such claim, suit, or proceeding. The Bonterra reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Bonterra's defense of such matter.

5. TERMINATION.

5.1 The Bonterra reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Site or the Bonterra Content at any time and for any reason without prior notice or liability. The Bonterra reserves the right to change, suspend, or discontinue all or any part of the Site or the Bonterra Content at any time without prior notice or liability.

5.2 Sections 2 (Use of the Site), 3 (Limitation of Liability and Warranty), 4 (Indemnification), 5 (Termination), and 8 (Miscellaneous) shall survive the termination of this Agreement.

6. USER MUST COMPLY WITH APPLICABLE LAWS.

6.1 This Site is hosted in the United States. We make no claims concerning whether the Bonterra Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Site or the Bonterra Content from outside of the United States, you do

so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

6.2 The United States controls the export of products and information. You expressly agree to comply with such restrictions and not to export or re-export any of the Bonterra Content to countries or persons prohibited under the export control laws. By downloading the Bonterra Content, you are expressly agreeing that you are not in a country where such export is prohibited or are a person or entity for which such export is prohibited. You are solely responsible for compliance with the laws of your specific jurisdiction regarding the import, export, or re-export of the Bonterra Content.

7. U.S. GOVERNMENT RESTRICTED RIGHTS.

The Bonterra Content is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to the restrictions contained in 48 CFR 52.227-19 and 48 CFR 252.227-7013 et seq. or its successor. Use of the Site or Bonterra Content by the Government constitutes acknowledgement of our proprietary rights in the Site and Bonterra Content.

8. MISCELLANEOUS.

This Agreement is governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts located in Delaware. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Failure of Bonterra to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against Bonterra unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Bonterra and you, this Agreement constitutes the entire Agreement between you and Bonterra with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees. Any information submitted or provided by you to the Site might be publicly accessible. Important and private information should be protected by you.

9. CLASS ACTION WAIVER

YOU AND BONTERRA AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND BONTERRA AGREE OTHERWISE, THE APPLICABLE COURT OF COMPETENT JURISDICTION MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE APPLICABLE COURT OF COMPETENT JURISDICTION MAY AWARD RELIEF (INCLUDING MONETARY,

INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE APPLICABLE COURT OF COMPETENT JURISDICTION MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.