

## **Saturn Cloud**

### **Terms and Conditions**

**Last Updated: January 14, 2020**

PLEASE READ THIS TERMS OF USE AGREEMENT (THESE “**TERMS**”) CAREFULLY. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SATURN CLOUD, INC. (“**SATURN**”, “**WE**” or “**US**”) THAT GOVERNS YOUR USE OF SATURN SERVICES ACCESSED VIA THE WEB, INCLUDING THE AMAZON WEB SERVICES (“**AWS**”) MARKETPLACE AND ANY OTHER THIRD-PARTY CLOUD SERVICE VENDOR (together with AWS, “**CSV**”) MARKETPLACE. BY CLICKING ON THE “I ACCEPT BUTTON,” INSTALLING OR USING THE SATURN SERVICES, OR COMPLETING THE ACCOUNT CREATION PROCESS, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH SATURN, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THE TERMS. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE SATURN SERVICES. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE SATURN SERVICES.**

**PLEASE BE AWARE THAT SECTION 11 OF THE TERMS BELOW, CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THE TERMS OF USE. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.**

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY SATURN IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, SATURN will make a new copy of the Terms available at [www.saturncloud.io](http://www.saturncloud.io) (the “**Website**”). We will also update the “Last Updated” date at the top of the Terms. If we make material changes to the Terms, we may (and, where required by law, will) also provide notification of changes in another way that we believe is reasonably likely to reach you, such as via e-mail if you have an Account (as defined in Section 3) or another manner through the Website (which may include posting an announcement on our Website). Saturn may require you to provide consent to the updated Terms in a specified manner before further use of the Saturn Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you will stop using the Saturn Services. Otherwise, your continued use of the Saturn Services constitutes your acceptance of such change(s). **PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.**

## 1. DEFINITIONS

1.1 “**Access Credentials**” means login information, passwords, security protocols, and policies through which Users access the Saturn Services.

1.2 “**Confidential Information**” means all written or oral information, disclosed by one party (the “**Disclosing Party**”) to the other (the “**Recipient**”), related to the business, products, services or operations of the Disclosing Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including, without limitation: (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; (ii) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, employees, suppliers and agents; and (iii) information regarding the skills and compensation of the Disclosing Party’s employees, contractors, and other agents.

1.3 “**Documentation**” means the documentation, user manuals, help files and videos, and other materials that describe the features, functions and operation of the Saturn Services.

1.4 “**Personal Information**” means any Your Content that identifies any specific individual and is protected under **applicable privacy laws, rules and regulations**.

1.5 “**Saturn Services**” means Saturn’s data science platform featuring Jupyter, Airflow and Dask that allows Users to access certain features and functions through a web interface. References to any Saturn Services include the Documentation.

1.6 “**Third Party Technology**” means any software not owned by Saturn that interoperates with the Saturn Services and the Website, and may include software used by you that is integrated with the Saturn Services and the Website in the course of implementation or third party offerings leveraged by the Saturn Services and the Website to perform certain functions (i.e., email).

1.7 “**User**” means you and, if you are an entity, each of your employees and independent contractors who are provided Access Credentials by you or Saturn.

1.8 “**Your Content**” means the data and content uploaded or submitted into the Saturn Services by or on your behalf.

## 2. ACCESS, RIGHTS, AND RESTRICTIONS TO SATURN SERVICES

2.1 Access Grant to Saturn Services. Subject to your compliance with the terms and conditions contained in these Terms and any applicable CSV terms and policies, Saturn grants to you a non-exclusive, non-transferable, non-sublicenseable, revocable right during the Term (as defined below) to access and use the Saturn Services, and, if you are an entity, to allow Users to access and use the Saturn Services solely for your personal or internal business purposes.

2.2 Access Credentials. You will safeguard, and ensure that all Users safeguard the Access Credentials. You will be responsible for all acts and omissions of Users. You will notify Saturn immediately if you learn of any unauthorized use of any Access Credentials or any other known or suspected breach of security.

2.3 Your Restrictions. During the Term (as defined in Section 9) and thereafter, you shall not, and shall not permit any of your employees, contractors or Users to, directly or indirectly: (a) act as a reseller or distributor of, or a service bureau for, the Saturn Services or otherwise use, exploit, make available or encumber any of the Saturn Services to or for the benefit of any third party other than your customers; (b) use or demonstrate the Saturn Services in any other way that is in competition with Saturn; (c) reverse engineer, disassemble or decompile the Saturn Services or attempt to derive the source code

or underlying ideas or algorithms of any part of the Saturn Services (except to the limited extent applicable laws specifically prohibit such restriction); (d) remove any notice of proprietary rights from the Saturn Services; (e) copy, modify, translate or otherwise create derivative works of any part of the Saturn Services; (f) use the Saturn Services in a manner that interferes or attempt to interfere with the proper working of the Saturn Services or any activities conducted on the Saturn Services, including bypassing or attempting to bypass any privacy settings or measures used to prevent or restrict access to the Saturn Services; (g) use manual or automated software, devices, robot, spider, or other processes to “crawl” or “spider” or to retrieve, index, “scrape”, “data mine” or in any way gather information, content or other materials from the Saturn Services in an unauthorized manner or reproduce or circumvent the navigational structure or presentation of the Saturn Services; (h) use the Saturn Services in a manner which interferes with or disrupt its integrity or performance; (i) use or allow the transmission, transfer, export, re-export or other transfer of any software, technology or information forming a part of the Saturn Services in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; or (j) use the Saturn Services to share or store inappropriate materials, including (i) materials containing viruses or other harmful or malicious code; (ii) unsolicited mail (spam); (iii) copyrighted materials to which you do not have sufficient rights; (iv) harassing, tortious, or defamatory materials; or (v) other materials prohibited by applicable international, federal, state, or local laws and regulations.

**2.4 Your Obligations.** You will be responsible for obtaining and maintaining, at your expense, all of the necessary telecommunications, computer hardware, software, and Internet connectivity required by you or any User to access the Saturn Services from the Internet. You shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Saturn Services, and notify Saturn promptly of any such unauthorized use known to you.

**2.5 Third Party Technology.** You are responsible for complying with the terms of use of all Third Party Technology. Saturn does not warrant or support Third Party Technology and is not responsible for its performance or interoperability with the Saturn Services.

### **3. REGISTRATION**

**3.1 Registering Your Account.** In order to access the Saturn Services you will be required to become a Registered User. For purposes of these Terms, a “**Registered User**” is a user who has registered an account on the Saturn Services (“**Account**”).

**3.2 Account Data.** In creating an Account, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the “**Account Data**”); and (b) maintain and promptly update the Account Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under your Account. You may not share your Account login or password with anyone, and you agree to notify Saturn Services immediately of any unauthorized use of your Account login or password or any other breach of security of your Account. If Saturn has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current, or incomplete, Saturn has the right to suspend or terminate your Account and refuse any and all current or future use of the Saturn Services. You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree not to create an Account or use the Saturn Services if you have been previously been banned from any use of the Saturn Services by Saturn.

**3.3 Your Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Saturn.

### **4. PROPRIETARY RIGHTS**

**4.1 Your Content.**

(a) Your Content. You are solely responsible for any and all obligations with respect to the accuracy, quality and legality of Your Content. You will obtain all third party licenses, consents and permissions needed for Saturn to use the Your Content to provide the Saturn Services.

(b) License in Your Content. You grant to Saturn, on behalf of yourself and your Users, a non-exclusive license to use Your Content as necessary for purposes of providing the Saturn Services. Except for the limited licenses granted to Saturn in Your Content, as between you and Saturn, you reserve all right, title and interest in Your Content. Notwithstanding anything to the contrary herein, you agree that Saturn has the right to collect, use and analyze any deidentified information derived from Your Content (collectively, the “**Deidentified Data**”) for Saturn’s lawful business purposes, including to improve and enhance the Saturn Services and for other development, diagnostic, and corrective purposes in connection with the Saturn Services and any other Saturn offerings. Saturn may disclose Deidentified Data solely in aggregate form in connection with its business.

**4.2** Saturn Services. Except for the limited access grant provided to you in these Terms, Saturn reserves all right, title and interest in its intellectual property and business, including the Saturn Services, Documentation, and Saturn trademarks. Except for Your Content, all work product or services provided or developed pursuant to these Terms (including any modifications and improvements to any Saturn Services pursuant subsection 4.3 or any intellectual property developed pursuant to subsection 4.4 below), and all intellectual property and other proprietary rights derived therefrom, will be the sole and exclusive property of Saturn.

**4.3** Continuous Development. You acknowledge that Saturn may continually develop, deliver and provide to you on-going innovation to the Saturn Services in the form of new features, functionality, and efficiencies. Accordingly, Saturn reserves the right to modify the Saturn Services from time to time. Some modifications will be provided to you at no additional charge. In the event Saturn adds additional functionality to a particular Saturn Service, Saturn may condition the implementation of such modifications on your payment of additional fees provided you may continue to use the version of the Saturn Services that Saturn makes generally available (without such features) without paying additional fees.

**4.4** Feedback. Saturn in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by you to Saturn, including such comments and suggestions of Users, in connection with its access to and use of the Saturn Services (all comments and suggestions provided by you hereunder constitute, collectively, the “**Feedback**”). You hereby grant Saturn, on behalf of yourself and your Users, a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into Saturn products and services.

**5. SECURITY**. Saturn will maintain a comprehensive information security program consistent with industry standards that contains appropriate administrative, technical and physical safeguards reasonably designed to protect Personal Information from unauthorized disclosure. Such information security program will include business continuity and disaster recovery plans that are consistent with industry standards and are designed to protect against loss of Your Content. In the event that Saturn has reason to believe that there has been any unauthorized access to, or loss of, Personal Information from its systems or premises, then it will promptly notify you according to Saturn’s policies and protocols aligned with the data type and nature of the event.

## **6. CONSIDERATION.**

**6.1** Fees; Invoicing. All fees related to your access and use of the Saturn Services will be invoiced on a monthly basis (the “Fees”). All fees will be billed on a consumption basis.

**6.2 AWS Marketplace.** You will pay to AWS the fees plus any applicable Taxes (as described in Section 6.4) for access to the Saturn Services and any other AWS services in accordance with the AWS terms and policies. Invoicing and collection of the fees and any applicable Taxes by AWS is done on behalf of Saturn. The fees you pay for access to the Saturn Services are non-refundable. In no event, will Saturn provide, or be liable for, any refund of the fees you pay for access to any AWS services. Refunds, if any, regarding the fees you pay for access to AWS services are solely at AWS's discretion. You will provide, and hereby authorize AWS to provide, to Saturn any and all the information required to process any order for Saturn Services, including all information required for calculation of the applicable Taxes such as the correct name, location and identification number for tax purposes.

**6.3 Invoicing by Saturn.** All invoices issued directly by Saturn will be due and payable thirty (30) days after receipt by you. All Fees payable to Saturn will be paid in U.S. dollars and exclude all applicable sales, use, and other taxes. Any portion of the Fees that is not paid to Saturn when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

**6.4 Taxes.** The Fees exclude, and you will be solely responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Saturn Services (excluding taxes based solely on Saturn's income) (the "**Taxes**").

## **7. WARRANTIES; DISCLAIMERS; LIMITATIONS ON LIABILITY**

**7.1 Your Content.** You represent and warrant that you have obtained and will maintain throughout the Term, all rights, consents and permissions for you to make available Your Content to Saturn and for Saturn to use Your Content as contemplated herein.

**7.2 Compliance with Laws.** You will use the Saturn Services in accordance with all applicable laws, rules and regulations.

**7.3 Warranty Disclaimer.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SATURN SERVICES IS AT YOUR SOLE RISK, AND THE SATURN SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS EXPRESSLY PROVIDED IN THE TERMS, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. SATURN DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE SATURN SERVICES WILL BE ACCURATE, WITHOUT INTERRUPTION, OR ERROR-FREE.

**7.4 Disclaimer of Indirect Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL SATURN BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE SERVICES.

**7.5 Limitations on Liability.** EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY SATURN UNDER THE APPLICABLE ORDER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO

THE FIRST DATE ON WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION ON LIABILITY WILL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS.

**7.6** No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT SATURN IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD SATURN LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING WITHOUT LIMITATION, OWNERS OF THIRD PARTY TECHNOLOGY.

**7.7** Exceptions. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITY, IN SUCH JURISDICTIONS THE LIABILITY OF SATURN WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE PROVISIONS OF THIS SECTION 7 WILL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED, ANY LIMITED REMEDY HEREIN IS HELD TO FAIL OF ITS ESSENTIAL PURPOSE OR THE FORM OF THE CLAIM OR CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE).

**7.8** Basis of the Bargain. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SATURN AND YOU.

## **8. INDEMNIFICATION**

**8.1** Saturn Indemnity. Saturn will indemnify, defend and hold you, your directors, officers, and employees (each a "**Customer Indemnified Party**") harmless from and against any and all losses, damages, liability, costs and expenses awarded by a court or agreed upon in settlement, as well as all reasonable and related attorneys' fees and court costs (collectively "**Losses**") arising out of any third party claim to the extent alleging that the Saturn Services infringe any U.S. patent, copyright, trademark or trade secret.

**8.2** Exclusions. Section 8.1 will not apply if the alleged claim arises, in whole or in part, from: (a) a use or modification of the Saturn Services by you or any User in breach of these Terms, (b) a combination, operation or use of the Saturn Services with other software, hardware or technology not provided by Saturn if the claim would not have arisen but for the combination, operation or use, or (c) Your Content (any of the foregoing circumstances under clauses (a), (b) or (c) will be collectively referred to as a "**Customer Indemnity Responsibility**").

**8.3** Your Indemnity. You will indemnify, defend and hold harmless Saturn, its directors, officers, and employees (each a "**Saturn Indemnified Party**") from and against any and all Losses arising out of any third party claim (a) alleging a breach by you of any of your representation or warranty in Section 7, and (b) arising out of any Customer Indemnity Responsibility.

**8.4** Indemnification Process. The foregoing indemnification obligations are conditioned on the indemnified party: (a) notifying the indemnifying party promptly in writing of such action, (b) reasonably cooperating and assisting in such defense and (c) giving sole control of the defense and any related settlement negotiations to the indemnifying party with the understanding that the indemnifying party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified party, without consent.

**8.5** Infringement. If the Saturn Services are, or in Saturn's opinion, are likely to become, the subject of any infringement-related claim, then Saturn will, at its expense and in its discretion: (a) procure for you the right to continue using the Saturn Services; (b) replace or modify the infringing technology or material so that the Saturn Services become non-infringing and remain materially functionally equivalent; or (c) terminate the Order pursuant to which the Saturn Services are provided and give you a refund for any pre-paid but unused Fees.

**8.6** THE PROVISIONS OF THIS SECTION 8 STATE SATURN'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY CLAIM THAT THE SATURN SERVICES INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT.

## **9. REMEDIES.**

**9.1** Violations. If Saturn becomes aware of any possible violations by you of these Terms, Saturn reserves the right to investigate such violations. If, as a result of the investigation, Saturn believes that criminal activity has occurred, Saturn reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Saturn is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in Saturn Services, including Your Content, in Saturn's possession in connection with your use of Saturn Services, to (a) comply with applicable laws, legal process or governmental request; (b) enforce the Terms, (c) respond to any claims that Your Content violates the rights of third parties, (d) respond to your requests for customer service, or (e) protect the rights, property or personal safety of Saturn, its Registered Users or the public, and all enforcement or other government officials, as Saturn in its sole discretion believes to be necessary or appropriate.

**9.2** Breach. In the event that Saturn determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for Saturn Services, Saturn reserves the right to:

- (a) Warn you via e-mail (to any e-mail address you have provided to Saturn) that you have violated the Terms;
- (b) Delete any of Your Content provided by you or your agent(s) to Saturn Services;
- (c) Discontinue your registration(s) with any of Saturn services, including any Saturn Services or any Saturn community;
- (d) Discontinue your subscription to any Saturn Services;
- (e) Notify and/or send Your Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
- (f) Pursue any other action which Saturn deems to be appropriate.

## **10. TERM AND TERMINATION**

**10.1** Term. The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Saturn Services, unless terminated earlier in accordance with the Terms (the "**Term**").

**10.2** Prior Use. Notwithstanding the foregoing, you hereby acknowledge and agree that these Terms commenced on the earlier to occur of (a) the date you first used Saturn Services or (b) the date you accepted the Terms and will remain in full force and effect while you use any Saturn Services, unless earlier terminated in accordance with these Terms.

**10.3** Termination. Either party may terminate these Terms, at its discretion, effective immediately upon written notice to the other if the other party materially breaches any provision of these Terms and does not substantially cure the breach within thirty (30) days after receiving written notice. Additionally, if payment is not received within fifteen (15) days after it was due or if Saturn is required to do so by law (e.g., where the provision of the Saturn Services is, or becomes, unlawful), Saturn has the right to, immediately and without notice, suspend or terminate any Saturn Services provided to you. You agree that all such terminations for cause shall be made in Saturn's sole discretion and that Saturn shall not be liable to you or any third party for any termination of your Account.

**10.4 Termination by Saturn.** Saturn may terminate or suspend your right to use the Saturn Services at any time for any or no reason by providing you with written or email notice of such termination, and termination will be effective immediately upon delivery of such notice.

**10.5 Termination by You.** If you want to terminate the Saturn Services, you may do so by (a) notifying Saturn at any time and (b) closing your Account for all of the Saturn Services that you use. Your notice should be sent, in writing, to Saturn's address set forth below.

**10.6 Suspension and Termination by AWS.** You acknowledge that the AWS terms and policies include rights in AWS to suspend and terminate your AWS account, which will suspend or terminate your access to, and use of, the Saturn Services. In such event, Saturn will not provide, or be liable for, any refund, including fees pre-paid by you for access to the Saturn Services.

**10.7 Suspension of Service(s).** At any time during the Term, Saturn may, immediately upon notice to you, suspend access to any Saturn Services for the following reasons: (a) a threat to the technical security or technical integrity of the Saturn Services; (b) any amount due under these Terms is not received by Saturn within fifteen (15) days after it was due, or (c) breach or violation by you of any laws, rules, or regulations.

**10.8 Return of Your Content.** Within thirty (30) days following termination of these Terms for any reason, Saturn, upon your written request, will return all Your Content to you in a mutually agreed format. Thereafter, Saturn reserves the right to permanently and definitively delete Your Content (unless you have timely requested, and Saturn has not yet complied with your request to return Your Content). Upon Saturn's request, you agree to acknowledge your receipt of Your Content.

**10.9 Effects of Termination.** Upon termination or expiration of these Terms for any reason, (a) any amounts owed to Saturn prior to such termination or expiration will be immediately due and payable and (b) all licensed and access rights granted will immediately cease to exist. Sections 1, 2.3, 4, 6, 7, 8, 9, 10.8, 10.9, 10.10, 11, and 12 will survive any expiration or termination of these Terms.

**10.10 No Subsequent Registration.** If your registration(s) with or ability to access Saturn Services, or any other Saturn services is discontinued by Saturn due to your violation of any portion of your agreement with Saturn or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access Saturn Services or any other Saturn services through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Saturn services to which your access has been terminated. In the event that you violate the immediately preceding sentence, Saturn reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

**11. DISPUTE RESOLUTION. PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT IN THIS SECTION ("ARBITRATION AGREEMENT") CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH SATURN AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.**

**11.1 Applicability of Arbitration Agreement.** You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Saturn Services will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims or seek relief in small claims court if your claims qualify; and (2) you or Saturn may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of these Terms or any prior version of these Terms.**

**11.2 Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to us at Saturn Cloud, Inc., 33 Irving Place, New York, New York 10003. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Saturn will pay them for you. In addition, Saturn will reimburse all such JAMS's filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totalling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**11.3 Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Saturn. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

**11.4 Waiver of Jury Trial.** YOU AND SATURN HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Saturn are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 11.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**11.5 Waiver of Class or Other Non-Individualized Relief.** ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of New York. All other disputes, claims, or requests for relief shall be arbitrated.

**11.6** 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: support@saturncloud.io, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Saturn username (if any), the email address you used to set up your Saturn account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

**11.7** Severability. Except as provided in subsection 11.5, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

**11.8** Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Saturn.

**11.9** Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if Saturn makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Saturn at the following address: support@saturncloud.io.

## **12. GENERAL**

**12.1** Electronic Communications. The communications between you and Saturn may take place via electronic means, whether you visit the Website or send Saturn e-mails, or whether Saturn posts notices on the Website or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Saturn in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Saturn provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“E-Sign”).

**12.2** Assignment. These Terms may not be assigned by you without the prior written consent of Saturn; provided, however, that you may assign these Terms in connection with a sale of all or substantially all of its assets. Any attempted assignment or delegation in violation of this Section 12.2 will be null, void and of no effect.

**12.3** Publicity. During the Term and thereafter, Saturn may refer to you as a Saturn customer, orally and in writing (including in promotion or marketing materials and on Saturn’s website and social media postings).

**12.4** Notices. Where Saturn, or AWS, requires that you provide an e-mail address, you are responsible for providing Saturn or AWS with your most current e-mail address. In the event that the last e-mail address you provided to Saturn or AWS is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Saturn’s dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Saturn at the following address: support@saturncloud.io. You hereby authorize AWS to provide Saturn with the email address then associated with your AWS account. It is your responsibility to keep your email address current.

**12.5** Governing Law; Disputes. These Terms will be governed by the laws of the State of New York, without reference to its conflicts of law principles. The United Nations Convention for the International Sale of Goods will not apply to these Terms. Any dispute, controversy or claim arising out of or relating to these Terms, will be made exclusively in the state or federal courts located in New York, New York and both parties submit to the jurisdiction and venue of such courts.

**12.6 Release.** You hereby release Saturn Indemnified Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Saturn Services, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Terms or your use of Saturn Services. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Saturn Indemnified Party or for such party’s fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Saturn Services provided hereunder.

**12.7 Remedies.** You acknowledge that any actual or threatened breach of Section 4 will constitute immediate, irreparable harm to Saturn for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce these Terms, the prevailing party will be entitled to receive its reasonable attorneys’ fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**12.8 Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to Saturn Services, please contact us at: Saturn Cloud, Inc., 33 Irving Place, New York, NY 10003 or by email at support@saturncloud.io. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

**12.9 Limitation Period.** YOU AND SATURN AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS, SATURN SERVICES OR YOUR CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**12.10 Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.11 Severability.** If any provision of these Terms is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**12.12 No Third Party Beneficiaries.** The parties acknowledge that the covenants set forth in these Terms are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity (including any User or any employee) other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of these Terms.

**12.13 Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of these Terms if such delay is caused by a natural disaster, war, act of terror, or any other event beyond the reasonable control of such party. The affected party will use reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

**12.14 Export Control.** You may not use, export, import, or transfer Saturn Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Saturn Services, and any other applicable laws. In particular, but without limitation, Saturn Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department’s list of

Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using Saturn Services, you represent and warrant that (y) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (z) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use Saturn Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Saturn are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Saturn products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

**12.15** Entire Agreement. These Terms, and any applicable CSV terms and policies as applied to you, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

**12.16** Contact Information.

Saturn Cloud, Inc.  
Address: 33 Irving Place, New York, NY 10003  
Telephone: 831-228-8739  
Email: support@saturncloud.io