

## **Copado Essentials Terms of Service**

Updated February 04, 2022

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE SO THAT YOU ARE AWARE OF YOUR LEGAL RIGHTS AND OBLIGATIONS.

The website located at [essentials.copado.com](https://essentials.copado.com) (the "Site") is a Site owned and operated by Copado Australia Pty. Ltd. dba Copado Essentials (AU) or its affiliated Companies ("Company", "us", "our", and "we"). These Terms (as defined below) are made between You ("You" and "Your") and Company. By accepting an order form for the Services, or by registering for the Services, You hereby: (i) accept and agree to these Terms; and (ii) represent that if you are acting on behalf of a company, organization or other legal entity, that you are authorized to bind such company, organization or legal entity to the Terms set forth herein. Company and You may be referred to in this agreement, individually, as "party" and, collectively, as "parties."

### **1. Agreement to Use Copado Essentials (f/k/a ClickDeploy)**

1.1 Your use of our service is governed by this agreement (the "Terms"). The "Services" means the software, Content (as defined below), and services that Company makes available through the Site, the Copado Essentials deployment platform, Copado Essentials desktop and any other software or services offered by Company in connection to Copado Essentials or ClickDeploy.

1.2 By registering and using the Services, You indicate your unconditional acceptance of these Terms. If you do not accept these Terms, you must immediately terminate Your use of the Services. 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.

1.3 The Services are built on top of Salesforce APIs. The availability and functionality of the Services depend on APIs and other technology. We are not liable for any issues caused by defects or unavailability of Salesforce APIs or any other technology outside of Company's reasonable control.

### **2. Limited Access to the Services**

The Services and all related text, graphics, images, photographs, videos, illustrations, computer code, and other information, materials and content contained in the Services or provided by Company in connection therewith (collectively, "Content") are owned by or licensed to Company and are protected under both United States and foreign laws. Except as noted within these Terms, Company and its licensors reserve all right in and to the Services and Content. Subject to Your continued compliance with these Terms, including payment of any applicable fees, You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use the Services and Content for Your internal business purposes and for the term purchased by You. Company reserves the right to delete any no-fee user accounts which have been inactive for a period of two months or longer.

### **3. Restrictions on Use.**

3.1 The access granted to You is subject to these Terms and does not include any right to (a) sell, mirror, frame, or resell Company's Services or Content; (b) copy, reproduce, distribute, publicly perform or publicly display any Services or Content; (b) modify, or create derivative works based on, the Services or Content; (c) remove or alter any proprietary rights notices or markings on or in the Services or Content; (d) use any data mining, robots or similar data gathering or extraction methods in relation to the Services or Content; (e) use our Services or Content other than for their intended purposes; (f) transmit any viruses, malware, or other malicious code or software through the Services or otherwise interfere or attempt to interfere with the normal operation of the Services; (g) attempt to gain unauthorized access to Company or any third party's systems, networks, or data; (h) use the Services to transmit any fraudulent

or infringing information; (i) otherwise use the Services or Content in violation of any applicable law; or (j) if you are under the age of 18, as our Services are not intended for children under 18. Any use of the Services or Content other than as specifically authorized herein, without Company's prior written permission, is strictly prohibited and will terminate the permissions granted in these Terms.

3.2 Unless otherwise stated in an order form, Services are not designed nor intended to process Personal Information (as defined below). You agree that, other than name and email, You will not enter or submit information used to distinguish or trace an individual's identity ("Personal Information"), including, without limitation, information protected by the following regulations: The General Data Protection Regulation (GDPR), the Health Insurance Portability and Accountability Act (HIPAA and HITECH), the Gramm-Leach Bliley Act, the Fair Credit and Reporting Act (FCRA) and the Family Educational Rights and Privacy Act (FERPA).

#### **4. Privacy Policy**

We are committed to protecting Your privacy. Our Privacy Policy explains how we may collect, use and handle Your information when You use our Services. You understand that through Your use of our Services You consent to the collection, use and handling of Your information as set forth in our Privacy Policy. For more information, please see our Privacy Policy here: <https://www.copado.com/privacy-policy/>. Additionally, You understand and agree that we may contact You via e-mail or otherwise with information relevant to Your use of the Services, regardless of whether You have opted in to receiving such notices.

#### **5. User Responsibility**

You are the only person authorized to use Your user identification and password, and You shall not permit or allow other people to have access to or use the same. You are responsible for any actions taken using (a) Your user identification and password or (b) any users You create. You are responsible for ensuring that all information in your account, including without limitation your contact information, are and always remain complete and accurate.

You are also responsible for acquiring and maintaining all equipment, computers, software and communications or Internet services (such as data or long-distance phone charges) relating to Your access and use of the Services, and for all expenses relating thereto (plus applicable taxes).

You acknowledge and agree that are solely responsible for all content, data, and information submitted by Your user identification into the Services, including, without limitation, content, data, and information relating to third parties. You hereby indemnify and hold harmless Company from and against any third-party claims, liabilities, costs and expenses, including attorney's fees, related to such content, data, and information submitted by You. You further acknowledge and agree that You are responsible for implementing and responding to any third-party requests to modify, update, delete, or otherwise alter any content, data, and information that You have submitted into the Service.

You hereby agree to refrain from any action which would diminish Company's intellectual property rights in or relating to the Services and/or Content or which would call them into question. If You become aware of any infringement or suspected infringement of Company's intellectual property rights in or relating to the Services by any third party, You shall use reasonable efforts to notify Company of such infringement or suspected infringement without delay.

#### **6. Fees for Use of our Service**

6.1 To the extent You use a Service plan that is made available for a fee ("Fees"), You will be required to select a payment plan and provide accurate information regarding Your credit card or other payment instrument. You will promptly update Your account information with any changes in Your payment

information. You agree to pay us in accordance with the terms set forth on the Site (currently, <https://www.copado.com/why-copado/pricing/>) and these Terms, and You authorize Company or its third-party payment processors to bill Your payment instrument in advance on a periodic basis in accordance with such terms.

6.2 If You dispute any charges, You must let Company know within thirty (30) days after the date that Company invoices You. All amounts paid are non-refundable. We reserve the right to change our fees and billing methods at any time. We will notify You of any fees changes by, for example, sending a message to the email address associated with Your account, or posting on our pricing page <https://www.copado.com/why-copado/pricing/>. For existing contracts for which fees have been already received by us, we will implement the price changes during the next renewal period.

Your continued use of the Service after the price change goes into effect constitutes Your agreement to pay the changed amount. Company may choose to bill You through an invoice, in which case, full payment for invoices issued must be received by the date specified in the invoice. Past due fees are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

6.3 All amounts for the Services are exclusive of sales, use, value-added, withholding, and other taxes and duties. You will pay all taxes and duties assessed in connection with your purchase of the Services by any authority, except for taxes payable on Company's net income. If any such tax or duty must be withheld or deducted from any payment made by You, You shall gross-up such payment by an amount that will ensure that after applying the required withholding or deduction, Company shall receive an amount equal to the payment otherwise required by it.

## **7. Deployment Content**

You understand the Services helps to facilitate Your release management process. Company has no responsibility to You or to any third party for the metadata changes that were created or selected by You while using our Service.

## **8. License from You**

8.1 You may choose to or we may invite You to submit comments or ideas about the Services, including without limitation about how to improve the Services or our products ("Ideas"). By submitting any Idea, You agree that Your disclosure is gratuitous, unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to You, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

8.2 You agree that Company, in its sole discretion, may use Your trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and Site listings (including links to Your website) for the purpose of advertising or publicizing Your use of the Services.

8.3 Analytics. You agree that Company may collect, use, store and transmit technical and related information that is being collected from Your use of the Services ("Analytics"), including information that may identify Your computer (such as the Internet Protocol Address), browser type, operating system, and application usage. Analytics are gathered periodically to facilitate the provision of the Services and the underlying software and the maintenance hereunder, as well as to enable Company to provide you with other services. Any Analytics gathered shall be used in an aggregated and anonymous manner, and Your identity may not be derived from such data. Company owns all Analytics.

8.4 Company may, and You grant us permission to, make recommendations via the Services for products or services we think may be of interest to You based on Your use of the Services.

## **9. Confidentiality and Data Security**

Each party (the "Receiving Party") agrees to reasonably protect as confidential all non-public information related to the business activities of the other (the "Disclosing Party") that is either designated as confidential or was disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgement, to be confidential ("Confidential Information"). The Receiving Party agrees: (i) to hold Confidential Information in trust and confidence for the Disclosing Party; (ii) to limit access and disclosure of such Confidential Information to the Receiving Party's personnel or service providers who has a need-to-know and are bound by confidentiality obligations similar to those included herein. Confidential Information of Company includes the Services. Confidential Information does not include information that (a) was previously known to the Receiving Party, free from any obligation to keep it confidential, (b) is publicly disclosed by the Disclosing Party either prior to or subsequent to the receipt by the Receiving Party of such information, (c) is independently developed by the Receiving Party without any use of the Confidential Information, or (d) rightfully obtained from a third party lawfully in possession of Confidential Information who is not bound by confidentiality obligations to the Disclosing Party. The Receiving Party may disclose Confidential Information if the Receiving Party is required to do so under applicable law, rule or order; provided that the Receiving Party, where reasonably practicable and to the extent legally permissible, provides the Disclosing Party with prior written notice of the required disclosure. Company agrees to implement and maintain technical and organizational measures designed to protect Your data processed by Company as part of the Services.

## **10. Modifications**

Company is constantly innovating to provide a positive experience for its users. You acknowledge and agree that the form and nature of the Services may change from time to time without prior notice to You. Changes to the form and nature of the Services will be effective with respect to all versions of the Services; examples of changes to the form and nature of the Services include without limitation changes to fee and payment policies, security patches, or adding or removing functionality. We will take commercially reasonable measures to notify you of any material changes that may negatively impact your use of the Services.

## **11. NO WARRANTIES**

11.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

11.2 COMPANY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE SERVICES WILL BE ACCURATE.

## **12. LIMITATION OF LIABILITY**

12.1 TO THE FULLEST EXTENT PERMISSIBLE BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER

ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS.

12.2 THE LIMITATIONS ON COMPANY'S LIABILITY TO YOU IN PARAGRAPH 12.1 ABOVE SHALL APPLY WHETHER OR NOT COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

12.3 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMPANY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF USE OF, OR INABILITY TO USE, THE SERVICES EXCEED THE FEES PAID TO COMPANY BY YOU IN THE LAST TWELVE (12) MONTHS.

### **13. Indemnification**

You agree to hold harmless and indemnify Company, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners (collectively "Company and Partners") from and against any third party claim arising from or in any way related to (a) Your breach of the Terms, (b) Your use of the Services, (c) Your violation of applicable laws, rules or regulations in connection with the Services, or (d) any information or content You upload or submit to the Services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Company will provide You with written notice of such claim, suit or action.

### **14. Third Party Offerings**

THE SERVICES AND CONTENT MAY CONTAIN LINKS TO, OR INFORMATION REGARDING, THIRD-PARTY WEBSITES, PRODUCTS, OR SERVICES (COLLECTIVELY, "THIRD PARTY OFFERINGS"). COMPANY OFFERS SUCH LINKS AND INFORMATION FOR YOUR CONVENIENCE BUT DOES NOT CONTROL OR ENDORSE ANY THIRD-PARTY OFFERINGS. YOU AGREE THAT COMPANY IS NOT LIABLE FOR THE CONTENT, ACCURACY, FUNCTIONALITY, OR ANY OTHER ASPECT OF ANY THIRD-PARTY OFFERINGS AND THAT COMPANY IS NOT RESPONSIBLE FOR THE ACTS, OMISSIONS, POLICIES, OR PROCEDURES OF ANY SUCH THIRD-PARTY. ANY TRANSACTIONS THAT YOU CHOOSE TO ENTER INTO WITH ANY THIRD-PARTY IS BETWEEN YOU AND THE APPLICABLE THIRD-PARTY, AND COMPANY WILL NOT BE A PARTY TO OR HAVE ANY LIABILITY WITH REGARDS TO SUCH TRANSACTIONS.

### **15. Changes to the Terms**

Company reserves the right to change or modify portions of these Terms at any time. If Company does so, it will post the changes on this page and will indicate at the top of this page the date these Terms were revised. You understand and agree that if You use the Services after the date on which the Terms have changed, Company will treat Your use as acceptance of the updated Terms.

### **16. Term, Termination, and Suspension**

Our Site contains information on how to terminate Your account. If You have purchased a Service for a specific term, such termination will be effective on the last day of the then-current term. Monthly subscriptions automatically renew on the same day each month (the day You subscribed), unless cancelled. Yearly subscriptions automatically renew annually on the same day each year, unless cancelled. All fees are non-cancelable and non-refundable.

In addition to other remedies available, Company expressly reserves the right to suspend or terminate the Services and notify You of such termination or suspension, in the event You (a) violate these Terms

or (b) fail to pay the Fees in a timely manner. You will not be entitled to any refund if Company terminates You for cause. You further agree and acknowledge that Company has no obligation to retain any information or data you have submitted to the Services and that it may be deleted from the Services if You have failed to pay any outstanding Fees when due.

### **17. Jurisdiction and Venue.**

ALL MATTERS ARISING OUT OF THESE TERMS SHALL BE GOVERNED BY ILLINOIS LAW (WITHOUT REFERENCE TO CHOICE OF LAW PRINCIPLES), AND APPLICABLE FEDERAL LAW. ANY DISPUTE BETWEEN THE PARTIES THAT IS NOT SUBJECT TO ARBITRATION OR CANNOT BE HEARD IN SMALL CLAIMS COURT WILL BE RESOLVED IN THE STATE OR FEDERAL COURTS OF ILLINOIS AND THE UNITED STATES, RESPECTIVELY, SITTING IN COOK COUNTY, ILLINOIS. YOU HEREBY AGREE TO SERVICE OF PROCESS IN ACCORDANCE WITH THE RULES OF SUCH COURTS. IN ANY ACTION OR PROCEEDING TO ENFORCE RIGHTS UNDER THESE TERMS, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER COSTS AND ATTORNEYS' FEES.

### **18. Export**

The Services are subject to the trade laws and regulations of the United States and other countries, including the Export Administration Regulations (EAR, 15 CFR Part 730 et seq.) and the sanctions programs administered by the Office of Foreign Assets Control (OFAC, 31 CFR Part 500). You will not import, export, re-export, transfer or otherwise use the Services in violation of these laws and regulations, including by engaging in any unauthorized dealing involving (i) a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan and Syria), (ii) a party included on any restricted person list, such as the OFAC Specially Designated Nationals List, or the Commerce Department's Denied Persons List or Entity List, or (iii) the design, development, manufacture, or production of nuclear, missile, or chemical or biological weapons. By using the Services, You represent that (a) You are not located in any such country or on any such list, and (b) You will not engage in activity that would cause Company to be in violation of these laws and regulations.

### **19. Miscellaneous**

19.1 Entire Agreement. The Terms constitute the entire agreement between You and Company and govern Your use of the Services (but excluding any other products or services which Company may provide to You under a separate written agreement). As it relates to the Services, these Terms completely replace any prior agreements between You and Company. Notwithstanding the foregoing, certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

19.2 Third Party Beneficiaries. There are no third-party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms creates an agency, partnership or joint venture.

19.3 No Waiver. You agree that if Company does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Company has the benefit of under any applicable law), this will not be taken to be a formal waiver of Company's rights and that those rights or remedies will still be available to Company.

19.4 Severability. If any provision of these Terms are found to be invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.

19.5 Force Majeure. Company shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental

action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, pandemics, power failures, and Internet disturbances.

18.6 No Assignment. You may not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Company. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves You of any of its obligations under these Terms.

18.7 Survival. The sections titled "Limited Access to the Services," "License From You," "No Warranties," "Indemnification," "Limitation of Liability," "Jurisdiction and Venue," "Export," and "Miscellaneous" will survive any termination or expiration of these Terms.

### **Contact**

Please email [privacy@copado.com](mailto:privacy@copado.com) if You would like to contact us regarding these Terms, the Services, or Content. You may also contact us by written notice at the following address:

Copado  
Attn: Legal Dept.  
20 W. Kinzie Street  
Chicago IL 60654  
United States