



## **RPOST MASTER ALLIANCE AGREEMENT**

*Last Updated February 7, 2022  
Online at [rpost.com/legal](http://rpost.com/legal)*

1. Please read this Master Alliance Agreement (“MAA”) carefully, as it sets out the basis upon which RPost offers its services or conducts sales and marketing through business alliances. By accepting any business alliance with RPost, you signify that you have read and agree to all the terms of this MAA.
2. If you do not agree to the terms under this MAA, you are not authorized and must cease offering, selling or marketing RPost Services immediately.
3. You continued offering, selling, or marketing RPost Services or any materials from our websites, software or systems is your express consent to the provisions of this MAA. By agreeing to be bound by this MAA, you further agree that your employees or any person you authorize to offer, sell or market RPost Services will comply with the provisions of this MAA.

### **GENERAL TERMS AND CONDITIONS**

#### **1. DEFINITIONS**

This RPost Alliance Master Agreement includes the following General Terms (the “Master Alliance Agreement” or “MAA”) and is made as of the date of the last signature of a Specific Alliance Agreement that references the MAA. For the purpose of this Agreement, the following words and phrases shall have the meanings specified below. This MAA is posted on the [rpost.com](http://rpost.com) website and is the primary reference to alliance general terms. On such Specific Alliance Agreement, the entity that is not RPost related is the “Alliance Entity”. The entity that is RPost related is the “RPost Entity”.

##### **1.1. RPost Services**

Products, services, and software created and owned by the RPost Entity or its affiliates. These products, services, and software include those enabled within the platforms or services that referenced as RPost®, RMail®, RSign®, RForms™, RDocs™, Registered™ and others produces, services, and software generally described on [rpost.com](http://rpost.com) and its related websites. These products and services are enabled through the RPost Entity’s proprietary, patented and/or patent pending technology, software, systems, methods, and services, of which some of the patents are referenced at [rpost.com/patents](http://rpost.com/patents) and are generally available publicly and searchable on country patent office websites.

## 1.2. RPost Proprietary Software

Software, systems, and methods owned by the RPost Entity or its affiliates that are part of the services or planned services generally referenced as RPost®, RMail®, RSign®, RForms™, RDocs™, Registered™ and others produces, services, and software generally described on rpost.com and its related websites of which some of the patents are referenced at rpost.com/patents and are generally available publicly and searchable on country patent office websites.

## 1.3. Fair Use Policies and Service Levels

RMail, RSign, and RDocs definitions of usage Units, Users, and other service fair use policies and limits are posted on rpost.com/legal in the Fair Use Policies section and in the Service Level Agreement section. Alliance Entity agrees to comply with the terms, policies, and limits posted at rpost.com/legal.

## 1.4. RPost Entity and Governing Law

RPost services as software are operated by RPost Communications Limited, a Bermuda company. Unless otherwise specified in a Specific Alliance Agreement associated with this Agreement: If the Alliance Entity is organized within the Territory of the United States, this agreement is explicitly between RPost Holdings Inc., a corporation organized and doing business under the laws of Delaware, and the Alliance Entity; and "RPost" means, in this case, RPost Holdings Inc. the Delaware company. If the Alliance Entity is organized within the United Kingdom, this agreement is explicitly between RPost UK Limited, a corporation organized and doing business in the United Kingdom, and the Alliance Entity; and "RPost" means, in this case, RPost UK Limited. If the Alliance Entity is organized within the country of Costa Rica, this agreement is explicitly between RPost S.A., a corporation organized and doing business in Costa Rica, and the Alliance Entity; and "RPost" means, in this case, RPost S.A. If the Alliance Entity is organized within the country of Brazil, this agreement is explicitly between RPost do Brasil Informatica Ltd., a corporation organized and doing business in Brazil, and the Alliance Entity; and "RPost" means, in this case, RPost do Brasil Informatica Ltd. If the Alliance Entity is organized within the country of India, this agreement is explicitly between RPost Labs Private Limited, a corporation organized and doing business in India, and the Alliance Entity; and "RPost" means, in this case, RPost Labs Private Limited. If the Alliance Entity is organized within the country of Switzerland, this agreement is explicitly between RPost Switzerland GmbH, a corporation organized and doing business in Switzerland; and "RPost" means, in this case, RPost Switzerland GmbH; If the Alliance Entity is within Bermuda, this agreement is explicitly between RPost UK Limited acting as a distributor of RPost services in Bermuda. If the Alliance Entity is in any other country or territory, "RPost" means RPost Communications Limited, a Bermuda Corporation located at Belvedere Building, Ground Floor, 69, Pitts Bay Road, Pembroke, HM 08, Bermuda. This agreement shall be bound by the laws of the country or state of incorporation of the RPost entity that applies per this definition. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

## 2. COMMITMENTS

### 2.1. RPost Duties, Obligations, Representations, Warranties.

- 2.1.1. RPost Communications Limited provides all software development, enhancement, production, maintenance and any other tasks necessary to make the RPost Services available and operational for the Alliance Entity's needs.
- 2.1.2. RPost provides all sales and marketing materials and support to make the RPost Services available and operational for the Alliance Entity's needs.
- 2.1.3. RPost provides access to a relationship manager who is tasked with providing not-for-resale licenses, sales team training, customer sales and product demos, and customer onboarding services.
- 2.1.4. The RPost Services conform to all technical, functional and performance specifications set forth or referenced on rpost.com and its related websites.
- 2.1.5. RPost agrees to provide the RPost Services in a professional manner consistent with the highest recognized industry standards and in accordance with this Agreement.
- 2.1.6. As applicable, RPost agrees to provide technical support to Alliance Entity's IT/Help Desk in accordance with its support policies posted at rpost.com/legal.
- 2.1.7. RPost has the right to deny RPost Services for any User. RPost is not required to, but may, at its discretion, provide written notice of such denial and the basis therefore to the Alliance Entity after such denial. In the event of objection to any denial by the Alliance Entity, the two parties will use best endeavors to resolve the dispute.
- 2.1.8. RPost has the right to enter into this Agreement and to provide the RPost Services.
- 2.1.9. Activities, payments, and obligations as outlined in any associated Specific Alliance Agreement and schedules.

### 2.2. Alliance Entity Duties, Obligations, Representations, Warranties.

- 2.2.1. The Alliance Entity agrees to use commercially reasonable efforts to make its sellers and users aware of the RPost Services.
- 2.2.2. The Alliance Entity is responsible for all expenses related to the marketing and performance of Alliance Entity's obligations hereunder, unless a specific expense is pre-approved in writing by the RPost management.
- 2.2.3. The Alliance Entity agrees not to publish, post, or make public price lists other than RPost suggested retail pricing listed for one to ten users for RPost Services offered in RPost service plans referred to as "Standard" per user per

- month plans and “Business” per user per month plans, with such references must be limited to the local sales region of the Alliance Entity; and agrees to obtain RPost pre-approval before posting such references.
- 2.2.4. The Alliance Entity, when referring to the permitted use of RPost brands, logos, technology, service marks, and trademarks associated with RPost Services or RPost, Alliance Entity agrees to abide by all Patent and Trademark Guide and Logo and Style Guide information posted at rpost.com in the Patent and Trademark Guide and Logo and Style Guide sections.
  - 2.2.5. The Alliance Entity shall not use unsolicited email marketing techniques or “spam” in connection with the marketing of RPost Services. Such action by the Alliance Entity is a breach of this Agreement and will result in immediate termination of this Agreement by the RPost.
  - 2.2.6. If Alliance Entity agreement includes a provision for payments from RPost to Alliance Entity that are scheduled to re-occur in any way, Alliance Entity agrees it is only eligible for the scheduled re-occurring payments if it conducted a minimum level of activity in the prior calendar year, with that minimum level of activity being selling or signing on at least ten new RPost Services user seats of the standard level or higher plus having promoted at least one marketing campaign per calendar quarter.
  - 2.2.7. Except as otherwise agreed to in writing by RPost, if any payments due from Alliance Entity to RPost, Alliance Entity shall pay via credit or debit card or ACH processing; and if such payments are processed in this manner; Alliance Entity authorizes its credit or debit card or ACH account to be charged within 30 days of receipt of applicable billing reports or invoices; RPost shall not be liable to Alliance Entity for any charges incurred if Developer’s credit, debit or ACH account is canceled, replaced or under-funded; Alliance Entity’s account will be considered delinquent (in arrears) if payment in full is not received by the due date; and payment obligations are non-cancelable and fees paid are fully earned and non-refundable.
  - 2.2.8. Activities, payments, and obligations as outlined in any associated Specific Alliance Agreement and schedules.

### 3. TERM

The initial term of this Agreement shall be a pro-rated term that commenced on the date of the last signature on any associated Specific Alliance Agreement and schedules or such Effective Date in any associated Specific Alliance Agreement and schedules, for the remaining period of that calendar year, automatically renewing for subsequent calendar years unless cancelled by notice per the terms of this Agreement by RPost or Alliance Entity (the “Term”), or as otherwise referenced in this Agreement. This Agreement will automatically renew on an annual calendar year basis as long as Alliance Entity performs Alliance Entity Duties, or unless either party, with due cause, provides written notice not to renew to the other party, sixty (60) days prior to the end of the annual Effective Date.

### 4. CONFIDENTIALITY & NON-COMPETE

The Alliance Entity and RPost Entity acknowledge and agree that all documentation (other than advertising and promotional materials) and confidential business information, in whatever form or medium, disclosed to orally, electronically, or in writing as a consequence of or through its relationship with the other party and which is not generally known to the public, including without limitation, information concerning the products and services, proprietary User Confidential Information (defined in Section 4.2), customer lists, pricing and discount lists, commission schedules, sales training materials, market research, strategic plans, business proposals, marketing material, product or development plans, financial records, or other information or discoveries, inventions, RPost Proprietary Software or other software, training materials and methods, improvements, know-how, methods, or other trade secrets (collectively “Confidential Information”) shall remain the sole and exclusive property of the originating party, shall be held in strict confidence by the receiving party, and shall not be published, disclosed, disseminated, or used by the receiving party in any manner except as expressly permitted hereunder. Neither party may reproduce or copy the Confidential Information, in whole or in part, except to the extent the originating party gives written permission to do so.

Each party agrees to use the same degree of care to protect the confidentiality of the Confidential Information of the other party and to prevent its unauthorized use or dissemination as it uses to protect its own Confidential Information of a similar nature, but in no event shall exercise less than due diligence and reasonable care. Each party agrees to use the Confidential Information of the other party for the sole purpose of performing its express obligations under of this Agreement. Each party agrees not to disclose the Confidential Information of the other party except to its employees who have a need to know such information for the sole purpose of performing its express obligations under of this Agreement and who are bound by confidentiality obligations to safeguard such Confidential Information as least as stringent as those contained in this Agreement.

The obligations under this Section 4 shall survive the expiration or termination of this Agreement for any reason; and each party hereby agrees to indemnify and hold the other harmless with respect to any breach hereof by such party or any of its agents and employees. The obligations under this Section 4 shall apply to the Alliance Entity and RPost Entity, their employees, consultants and sales and marketing partners, unless each signs their own confidentiality and non-disclosure agreement with RPost Entity.

Upon demand or upon termination or expiration of this Agreement, (a) each party shall promptly return the Confidential Information of the other party and all materials, in any form, containing or constituting the Confidential Information of the other party (including

the media on which such Confidential Information and materials have been stored except that each party need not return the servers or the hard-drives of the computer on which any Confidential Information of the other party has been stored so long as such party is in full compliance with subsection (b)); (b) each party shall destroy, erase and completely make unrecoverable any and all copies of the Confidential Information of the other party, and any portion or embodiment thereof, loaded on to any server or computer hard drive or stored in any medium (in each case remaining in the possession or under the control of such party that cannot be returned in a commercially reasonable manner to the other party pursuant to subsection (a) above), and certify same in writing to the other party; and (c) each party shall cease using the Confidential Information of the other party for any purpose whatsoever.

Alliance Entity agrees that once it or its affiliates have referred, recommended, or otherwise offered RPost Services to an end user or reseller and that end user or reseller purchases RPost Services, neither the Alliance Entity nor any affiliate shall contact the end user or reseller for the purposes of, intent of, or having a result of the end user or reseller ceasing to use or using less of the RPost Services.

RPost acknowledges that content of email and documents sent to its system for transmission may contain highly sensitive information (collectively, "User Confidential Information"). RPost agrees to treat this information in accordance with its privacy policies as posted at [rpost.com/legal](http://rpost.com/legal) in the Privacy Policies section.

## 5. PROPRIETARY RIGHTS

Nothing in this Agreement shall be construed as giving the Alliance Entity any license or right in trademarks, patents, designs, copyrights or other intellectual property rights belonging to the RPost. The Alliance Entity acknowledges that it has no interest in, and agrees that it will not at any time assert or claim any interest in, nor register or attempt to register, RPost trademarks, service marks, trade names, insignias, Internet domains associated or with similarity with any RPost trademarks or services, or logos (the "Marks"). If Alliance Entity does register trademarks, service marks, or purchase domains that include in whole or in part RPost trademarks, company or service marks or names, Alliance Entity agrees to forfeit the registration and/or domains to RPost at any time and transfer the registrations and/or domains to RPost at a cost of \$1 USD.

Except in printed and electronic material made available by RPost to the Alliance Entity, any use of the Marks shall be subject to RPost prior written approval. The Alliance Entity shall not put any RPost Marks or Copyrighted material on another web site without prior written permission by RPost. For avoidance of doubt, no licenses of any nature whatsoever are granted to the Alliance Entity by the RPost.

## 6. GENERAL AS IS WARRANTY

RPOST SERVICES ARE PROVIDED TO ALLIANCE ENTITY AND ITS CUSTOMERS ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY OTHERWISE PROVIDED, RPOST HAS NO OBLIGATION TO PROVIDE SUPPORT OF ANY KIND UNDER THIS AGREEMENT. RPOST HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING RPOST SERVICE, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER RPOST NOR ITS LICENSORS WARRANT THAT THE RPOST SERVICES MEET ALLIANCE ENTITY OR CUSTOMERS' REQUIREMENTS, THAT OPERATION OF RPOST SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. RPOST IS NOT RESPONSIBLE FOR SOFTWARE USED BY ALLIANCE ENTITY OR CUSTOMERS, OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET OR ANY OTHER NETWORK. IN NO EVENT SHALL RPOST BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY LOST BUSINESS OR PROFITS) OR ANY LOSS, DAMAGE, MISAPPROPRIATION, OR DESTRUCTION OF ALLIANCE ENTITY OR CUSTOMER DATA ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. RPOST'S AGGREGATE LIABILITY FOR ALL DIRECT DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED FIVE HUNDRED DOLLARS \$500.00.

## 7. RELATIONSHIP BETWEEN PARTIES

Nothing contained in this Agreement shall create or imply the creation of a partnership, joint venture, associate, employment or principal and agent relationship between the RPost and the Alliance Entity; and neither party shall have any authority to bind the other.

## 8. INDEMNIFICATION

### 8.1. Alliance Entity Agreement

The Alliance Entity agrees, at RPost's request, to indemnify and hold RPost and its affiliated entities and its officers, directors, employees and agents harmless from and against any and all claims, demands, costs, damages, and liabilities of any kind

whatsoever, resulting from or arising out of, directly or indirectly, the actual or alleged breach of this Agreement by the Alliance Entity, its employees or agents or the negligence of the Alliance Entity, its employees or agents. Notwithstanding the foregoing, RPost shall have the right, in its absolute discretion and at its sole cost, to employ attorneys of its own choice and to institute or defend any such claim.

#### 8.2. RPost Agreement

RPost agrees, at Alliance Entity's request, to indemnify and hold the Alliance Entity, its officers, directors, employees and agents harmless from and against any and all claims, demands, costs, damages, and liabilities of any kind whatsoever, resulting from or arising out of, directly or indirectly, the actual or alleged breach of this Agreement by RPost, its employees or agents, the negligence of RPost, its employees or agents, and/or the use of the RPost services, including without limitation any claims that the RPost services infringe or misappropriate any third party intellectual property, proprietary or other rights. Notwithstanding the foregoing, Alliance Entity shall have the right, in its absolute discretion and at its sole cost, to employ attorneys of its own choice and to act as shadow defense of any such claim.

RPost will indemnify, defend and hold Alliance Entity harmless from and against any and all costs, liabilities, losses, and expenses (other than for Alliance Entity attorney fees) (collectively, "Losses") arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Alliance Entity which arise out of or result from the infringement of any copyright, patent, trademark, or misappropriation of a trade secret relating to RPost service; provided that Alliance Entity (a) promptly gives RPost notice of the claim, suit, action, or proceeding; (b) gives RPost sole control of the defense and related settlement negotiations; and (c) provides RPost with all reasonably available information and assistance necessary to perform RPost obligations under this paragraph. If the RPost service is held to infringe any intellectual property right, RPost may, in its sole discretion and at its own expense, either procure a license that will protect Alliance Entity against such claim without cost to Alliance Entity or replace RPost service with a non-infringing service. Provided that RPost complies with this Section 7.2, Alliance Entity shall have no remedy against RPost, except it may at its option terminate the Agreement. In no event without the prior written consent of the indemnified party shall the indemnifying party enter into any settlement or agree to any disposition that: (i) contains an admission of liability or wrongdoing on the part of the indemnified party or otherwise prejudices the rights of the indemnified party; or (ii) imposes a material obligation on the indemnified party that is not wholly discharged by the indemnifying party.

### 9. MISCELLANEOUS

#### 9.1. Waiver

No waiver by a party of any provision of this Agreement shall be considered a waiver of any other provision or subsequent breach of the same or any other provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement, at law or in equity. All waivers must be in writing to be effective.

#### 9.2. Severability

If any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way effect the other covenants and conditions contained herein.

#### 9.3. Notice

For a notice or other communication under this agreement to be valid, it must be in writing and the sending party may use one of the RPost "Registered Email" services for notice, with a valid notice effective when received by the party to which it is addressed. It will be deemed to have been received as follows: if it is delivered by RPost "Registered Email" service, when the authorized electronic mail agent of the party to which the email is addressed, with the designated addressee being any one of the email addresses in the signature area of this agreement or its associated agreement signature page, accepts that email message, the time of acceptance being the "Delivered" time indicated in the RPost "Registered Receipt" email received by the sender with respect to that email message. Notices shall be delivered to the parties at their specified addresses set forth in the signature area of this agreement or its associated agreement signature page, or another email address associated with agreement to the business terms of this Agreement.

#### 9.4. Prohibited Countries

Alliance Entity acknowledges that RPost Services and Confidential Information and any related data emanating from the United States may be subject to U.S. export laws including without limitation the U.S. Office of Foreign Assets Control ("OFAC") which restricts exports, re-exports and release of products, services and related technical data. Alliance Entity shall not commit any act that would directly or indirectly, violate any United States law, regulation, treaty or agreement to which the United States adheres or complies relating to the export or re-export of the Service or related technical data. To extent applicable, Alliance Entity shall not collect or distribute, directly or indirectly, any data from or into, respectively, any of those countries (or to a national of any of those countries) listed in the then-current applicable United States export regulations put forth by any applicable U.S. government agency, including without limitation, the U.S. BIS Denied Persons List, the U.S. OFAC Specially Designated Nationals List, or Debarred List, and any country or territory listed as "embargoed, prohibited or restricted" (collectively the "Prohibited Countries"). Prohibited Countries may change from time to time, and Alliance Entity represents and warrants that it shall remain up to date on

relevant changes to the list of Prohibited Countries. Alliance Entity further agrees not to allow the use of the RPost Services and Confidential Information or related data by any entity or person if Alliance Entity has reason to know, or should know, that such entity or person intends to export, re-export or otherwise transfer the same to, or use the same in, any of the Prohibited Countries. Alliance Entity agrees to seek reasonable written assurances in the form of binding covenants from its customers as may from time to time be requested by RPost.

#### 9.5. Entire Agreement, Amendments

This MAA includes documents posted at [rpost.com/legal](http://rpost.com/legal) (including but not limited to the sections Service Level Agreement, Fair Use Policies, End User License Agreement, Master Alliance Agreement, Logos and Style Guide, Patent and Trademark Notice, and Privacy Policy as they exist at the time of the effective date of the Specific Alliance Agreement) each incorporated herein by reference. Together these with the Specific Alliance Agreement make up the entire agreement as if incorporated and additionally includes the signature pages and their associated content of a Specific Alliance Agreement that cites the general terms as being in this MAA and its incorporated parts; each part forming an integral part hereof, containing all of the representations, warranties, and the entire understanding and agreement between the parties and merges and supersedes all prior discussions, agreements and understandings of every nature between them. There are no verbal agreements between the Parties. This Agreement may not be changed, amended or modified, except by an agreement in writing signed by both of the parties hereto.

#### 9.6. Successors and Assigns

Either party shall have the right to assign, convey or otherwise transfer this Agreement, or any interest herein, upon 30-day advance written notice. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the permitted successors and assigns of the parties.

#### 9.7. Termination for Cause

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party if the other party breaches this Agreement (including the requirements as specified in schedules) and fails to cure substantially such breach within thirty (30) days after receipt of written notice from the non-defaulting party describing such breach in reasonable detail.

#### 9.8. Survival

Sections 4, 5, 7, and 8 shall survive Agreement termination or expiration.

#### 9.9. Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Electronic signatures, defined as a sound, symbol, or mark, made with intent to sign and logically associated with the content, are valid signatures under this agreement.