



SUMMIT LOGIC

Terms of Service

Effective Date: March 22, 2026

Last Updated: March 22, 2026

PLEASE READ THESE TERMS OF SERVICE ("AGREEMENT" OR "TERMS") CAREFULLY BEFORE USING SUMMIT LOGIC'S SERVICES. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS ON BEHALF OF THE BUSINESS ENTITY YOU REPRESENT.

These Terms constitute a binding legal agreement between Summit Logic, Inc. ("Summit Logic," "we," "our," or "us") and the business entity or individual accessing or using our marketing automation platform and related services ("Customer," "you," or "your"). If you do not agree to these Terms, do not access or use the Services.

1. Definitions

The following terms have the meanings set forth below:

- "Services" means Summit Logic's marketing automation software platform, APIs, tools, documentation, and any associated professional services provided under an Order Form or service agreement.
- "Order Form" means any written or electronic ordering document that references these Terms and specifies the Services, subscription tier, fees, and other relevant details.
- "Authorized User" means an individual employee, contractor, or agent of Customer who is authorized by Customer to access and use the Services on Customer's behalf.
- "Customer Data" means all data, content, and information submitted to, processed by, or generated within the Services by Customer or its Authorized Users.
- "Intellectual Property Rights" means patents, copyrights, trademarks, trade secrets, and all other proprietary rights.
- "Confidential Information" means any non-public information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

2. Account Registration and Access

2.1 Registration

To use the Services, Customer must create an account and provide accurate, complete, and current information. Customer is responsible for maintaining the accuracy of account information and for all activities that occur under its account.

2.2 Authorized Users

Customer may grant access to the Services to Authorized Users up to the number of seats specified in the applicable Order Form. Customer is responsible for all acts and omissions of its Authorized Users and for ensuring that Authorized Users comply with these Terms.

2.3 Account Security

Customer is responsible for maintaining the confidentiality of account credentials and must immediately notify Summit Logic of any known or suspected unauthorized use of its account. Summit Logic is not liable for any loss or damage arising from unauthorized access resulting from Customer's failure to secure credentials.

3. License Grant and Restrictions

3.1 License

Subject to Customer's compliance with these Terms and payment of applicable fees, Summit Logic grants Customer a limited, non-exclusive, non-transferable, non-sublicensable subscription license during the applicable subscription term to access and use the Services solely for Customer's internal business purposes.

3.2 Restrictions

Customer shall not, and shall not permit Authorized Users or any third party to:

- Sublicense, sell, resell, transfer, assign, or otherwise make the Services available to third parties except as expressly permitted herein
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Services
- Copy, frame, or mirror any part of the Services
- Access the Services for competitive benchmarking or to build a competing product
- Remove or obscure any proprietary notices, labels, or marks from the Services
- Use the Services to store, transmit, or process data in violation of applicable laws or third-party rights
- Introduce malicious code, viruses, or other harmful software into the Services
- Use the Services to send unsolicited commercial messages in violation of applicable law

4. Subscription, Fees, and Payment

4.1 Fees

Customer agrees to pay all fees specified in the applicable Order Form. Fees are based on the subscription tier and usage levels selected by Customer and are non-refundable except as expressly stated herein or required by law.

4.2 Billing and Payment

Unless otherwise specified in an Order Form, Summit Logic will invoice Customer in advance for subscription fees on a monthly or annual basis. Payment is due within thirty (30) days of the invoice date. All fees are stated in U.S. dollars.

4.3 Taxes

Fees do not include applicable taxes. Customer is responsible for all taxes, levies, or duties imposed by taxing authorities based on the Services, excluding taxes based on Summit Logic's net income. If Summit Logic is required to collect taxes, they will be added to the applicable invoice.

4.4 Late Payments

Past-due amounts accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Summit Logic reserves the right to suspend access to the Services for accounts that remain unpaid after ten (10) days' written notice.

4.5 Fee Changes

Summit Logic may adjust subscription fees upon at least thirty (30) days' prior written notice. Fee changes take effect at the start of the next renewal term.

5. Customer Data and Responsibilities

5.1 Ownership

As between Customer and Summit Logic, Customer retains all right, title, and interest in and to the Customer Data. Customer grants Summit Logic a limited, non-exclusive license to process Customer Data solely as necessary to provide and maintain the Services and as described in our Privacy Policy.

5.2 Data Processing

To the extent that Customer Data contains personal data subject to applicable data protection laws (including GDPR or CCPA), the parties shall execute a Data Processing Addendum ("DPA"), the terms of which are incorporated herein by reference. In the event of a conflict between the DPA and these Terms with respect to data protection obligations, the DPA shall govern.

5.3 Customer Responsibilities

Customer is solely responsible for:

- The accuracy, quality, integrity, and legality of Customer Data
- Obtaining all necessary consents and rights to provide Customer Data to Summit Logic
- Ensuring that use of the Services complies with all applicable laws and regulations, including anti-spam laws (CAN-SPAM, CASL, GDPR, etc.)
- Maintaining appropriate backup copies of Customer Data

5.4 Prohibited Data

Customer shall not submit to the Services any data that: (a) Customer does not have the legal right to use; (b) infringes third-party intellectual property rights; (c) contains protected health information subject to HIPAA without a signed Business Associate Agreement; or (d) is subject to export controls without appropriate authorization.

6. Intellectual Property

6.1 Summit Logic IP

Summit Logic and its licensors retain all Intellectual Property Rights in and to the Services, including all software, algorithms, interfaces, documentation, and improvements. Nothing in these Terms transfers any Summit Logic IP to Customer. Customer's feedback, suggestions, or ideas regarding the Services may be used by Summit Logic without obligation or compensation.

6.2 Customer IP

Customer retains ownership of Customer Data and any materials Customer creates using the Services. Summit Logic does not acquire any ownership rights in Customer's intellectual property by virtue of these Terms.

7. Confidentiality

Each party agrees to: (a) protect the other party's Confidential Information with at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care; (b) use the other party's Confidential Information only as necessary to perform its obligations or exercise its rights under these Terms; and (c) not disclose Confidential Information to third parties without the disclosing party's prior written consent, except to employees, agents, or contractors who need to know and are bound by confidentiality obligations at least as protective as those in these Terms.

These obligations do not apply to information that: (i) is or becomes publicly available without breach of this Agreement; (ii) was rightfully known prior to disclosure; (iii) is independently developed without use of Confidential Information; or (iv) is required to be disclosed by law or court order, provided the receiving party gives prompt notice and cooperates in seeking a protective order.

8. Warranties and Disclaimers

8.1 Summit Logic Warranties

Summit Logic warrants that: (a) the Services will materially conform to the documentation during the subscription term; and (b) it will implement commercially reasonable technical and organizational security measures to protect Customer Data.

8.2 Customer Warranties

Customer represents and warrants that: (a) it has the legal authority to enter into these Terms; (b) Customer Data does not violate applicable laws or third-party rights; and (c) it will use the Services in compliance with all applicable laws, including anti-spam and data protection regulations.

8.3 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. SUMMIT LOGIC EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SUMMIT LOGIC DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR MEET CUSTOMER'S SPECIFIC REQUIREMENTS.

9. Indemnification

9.1 By Summit Logic

Summit Logic will defend, indemnify, and hold harmless Customer from and against any third-party claim alleging that the Services, as provided by Summit Logic and used in accordance with these Terms, infringe or misappropriate a third party's patent, copyright, trademark, or trade secret. This obligation does not apply to claims arising from: (a) modifications to the Services made by Customer; (b) use of the Services in combination with third-party products not approved by Summit Logic; or (c) Customer's violation of these Terms.

9.2 By Customer

Customer will defend, indemnify, and hold harmless Summit Logic and its officers, directors, employees, and agents from and against any claim arising out of or related to: (a) Customer Data; (b) Customer's or its Authorized Users' use of the Services in violation of these Terms or applicable law; or (c) Customer's products or services.

9.3 Indemnification Procedure

The indemnified party must: (a) promptly notify the indemnifying party of the claim in writing; (b) grant the indemnifying party sole control of the defense and settlement; and (c) provide reasonable cooperation and assistance. The indemnifying party may not settle any claim that imposes liability or obligations on the indemnified party without prior written consent.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- SUMMIT LOGIC'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO SUMMIT LOGIC IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

The limitations above apply regardless of the form of action, whether in contract, tort, strict liability, or otherwise. Some jurisdictions do not allow the exclusion or limitation of certain damages, in which case the foregoing limitations apply to the fullest extent permitted by applicable law.

11. Term and Termination

11.1 Term

These Terms commence on the date Customer first accepts them and continue until all subscriptions have expired or been terminated in accordance with this Section.

11.2 Termination for Convenience

Either party may terminate a subscription by providing written notice in accordance with the notice period specified in the applicable Order Form. If no notice period is specified, either party may terminate with thirty (30) days' written notice before the end of the then-current subscription term.

11.3 Termination for Cause

Either party may terminate these Terms immediately upon written notice if the other party: (a) materially breaches these Terms and fails to cure the breach within thirty (30) days after receiving written notice; or (b) becomes insolvent, makes a general assignment for the benefit of creditors, or becomes subject to bankruptcy or insolvency proceedings.

11.4 Effect of Termination

Upon termination or expiration: (a) all licenses granted herein immediately terminate; (b) Customer must cease all use of the Services; and (c) Summit Logic will make Customer Data available for export for a period of thirty (30) days, after which it may be deleted. Summit Logic has no liability for deletion of Customer Data following this period.

11.5 Survival

Sections 6 (Intellectual Property), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Indemnification), 10 (Limitation of Liability), 11.4 (Effect of Termination), and 13 (General Provisions) shall survive termination or expiration of these Terms.

12. Governing Law and Dispute Resolution

12.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the United States and, to the extent applicable, the state in which Summit Logic maintains its principal place of business, without regard to conflict-of-law principles.

12.2 Informal Resolution

Before initiating formal legal proceedings, the parties agree to attempt to resolve disputes informally by providing written notice to the other party and engaging in good-faith negotiations for a period of thirty (30) days.

12.3 Dispute Resolution

If the parties cannot resolve a dispute through informal negotiation, any dispute arising from or relating to these Terms shall be resolved through binding arbitration administered by a mutually agreed-upon arbitral body, except that either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm.

12.4 Class Action Waiver

EACH PARTY AGREES THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

13. General Provisions

13.1 Entire Agreement

These Terms, together with any Order Forms and incorporated documents (including any DPA), constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior negotiations, representations, or agreements, whether written or oral.

13.2 Amendments

Summit Logic may update these Terms from time to time. Material changes will be communicated via email or in-platform notification at least thirty (30) days before taking effect. Continued use of the Services after the effective date constitutes acceptance. For changes required by law, Summit Logic may provide shorter notice.

13.3 Waiver and Severability

No waiver of any provision of these Terms shall be effective unless in writing. If any provision is found invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force.

13.4 Assignment

Customer may not assign or transfer these Terms or any rights hereunder without Summit Logic's prior written consent. Summit Logic may assign these Terms in connection with a merger, acquisition, or sale of substantially all its assets. Any attempted assignment in violation of this section is void.

13.5 Force Majeure

Neither party shall be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, governmental actions, power or internet outages, or other events of force majeure. The affected party must promptly notify the other party and use commercially reasonable efforts to resume performance.

13.6 Notices

Notices under these Terms must be in writing and delivered to Summit Logic at legal@summitlogic.com or to the address on file for Customer. Notices are effective upon confirmed receipt.

13.7 Independent Contractors

The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, fiduciary, or employment relationship between the parties.

13.8 Export Compliance

Customer agrees to comply with all applicable export control laws and regulations in connection with its use of the Services, and shall not export or re-export the Services to any country, entity, or individual in violation of applicable law.

14. Contact Information

For questions about these Terms, please contact:

Summit Logic, Inc.

Attn: Legal Department

Email: legal@summitlogic.com

Website: www.summitlogic.com