

# FileCloud Online – Terms of Service

*Revision June 2024*

These Terms of Service ("**Terms**") are between you, either on behalf of yourself as an individual or on behalf of an entity as its authorized representative, ("**You**" or "**Customer**") and CodeLathe Technologies Inc. dba FileCloud and its subsidiaries and affiliates (collectively referred to as "**FileCloud**"). Please read the Terms carefully as the Terms establish what you can expect from FileCloud as you use FileCloud® Online services, and what we expect from you. These Terms govern your initial subscription of the FileCloud Online services as well as any future renewals. These Terms also apply to all trials including pre-purchase trials and pilots, and whether your subscriptions are purchased directly from FileCloud or through FileCloud's authorized resellers, distributor, partners, or system Integrators (collectively, the "**Authorized Partners**").

By deploying, using or accessing the FileCloud Online services described herein, you acknowledge that you have read these Terms of Service and agree to be bound by the Terms. If you do not agree to the Terms, do not deploy, use or access FileCloud Online services.

These Terms may be modified from time to time. The date of the most recent revisions will appear on this page, so please check back often. Your use or continued access to FileCloud Online services after any changes constitutes your acceptance of those changes, whether or not you have reviewed them. If you do not agree to the changes to the Terms, you must stop using the FileCloud Online services.

If these Terms of Service conflict or are inconsistent with the FileCloud Software End-User License Agreement ("**EULA**"), the EULA will prevail and control with respect to that specific condition, and these Terms of Service will govern as to all other matters.

## 1. FileCloud Online Service and Support

Subject to these Terms of Service, FileCloud will use commercially reasonable efforts to provide Customer the FileCloud Online services. The Technical Support Entitlements are based on what you subscribe and can be found at <https://www.filecloud.com/filecloud-support-entitlements-tos/>.

## 2. Additional Definitions

These definitions are in addition to those defined elsewhere in these Terms.

- "Account" means a Content storage account created by you or on your behalf within the FileCloud Online services.
- "FileCloud Administrator" means a user (or users) you identify as having administrative rights including, without limitation, the permission to manage licenses, users and FileCloud instance.
- "Content" means files, materials, data, text, audio, video, images, email or other contents.
- "Documentation" means written or online user documentation that describes the functionality, operation, and use of the FileCloud Online services.
- "FileCloud Online" refers, collectively, to (a) the cloud storage solution provided by FileCloud for the online storage, sharing and processing of Content, (b) the FileCloud Software, and (c) the Documentation.
- "Services" refers, collectively, to the FileCloud Online services, support for the FileCloud Online services, and ancillary services.
- "Software" means the software provided or made available by FileCloud for use in connection with the Services. Software includes the FileCloud Client Software (Sync, Drive, Browser Extensions, and

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Others) which is the portion of the Software that is installed on Customer's desktop, mobile, local server or other devices (for example, mobile apps, desktop apps, or group apps). Software also includes bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the FileCloud Client Software that FileCloud makes available ("Releases") over time.

- "End User" means an individual you authorize to use your FileCloud Online services.
- "Limited Client User" or "External User" means an individual who was authorized by "End User," while not part of the licensed entity, to access data using FileCloud Online services.

Any reference below in these Terms refer to both "End User" and "External User":

- "Attributable Monthly Subscription Fee" means one-twelfth of the base annual fee for the Services.
- "Emergency Maintenance" means downtime of the Services outside of the Scheduled Maintenance Window hours that is required to complete the application of urgent patches or fixes, or to undertake other urgent maintenance activities. If Emergency Maintenance is required, FileCloud will immediately contact Customer and provide the expected start time of the Emergency Maintenance, its planned duration, and whether FileCloud expects the Services to be unavailable during the Emergency Maintenance.
- "Scheduled Maintenance Window" means the window during which scheduled maintenance of the Services may be performed, which may cause the Services to be unavailable. The Scheduled Maintenance Window occurs each Saturday, 9:00 AM to 2:00 PM (Eastern Standard Time, or EST) for North American based customers and 2:00 PM to 7:00 PM (Central European Time, or CET) for European based customers, and will not generally exceed three hours per calendar quarter. Additional, non-impactful updates to the Services may be released periodically during the work week.
- "Service Credit" means the percentage of the Attributable Monthly Subscription Fees that is awarded to Customer for a validated claim related to breach of the SLA during that month.
- "System Availability" means the percentage of total time during which the Services are available to Customer, excluding the Scheduled Maintenance Window and Emergency Maintenance.

### 3. Availability of the FileCloud Online Services

- (a) Access to the FileCloud Online Services: FileCloud Online services are on-line, subscription-based products made available by FileCloud for your use on a non-exclusive basis in accordance with these Terms and all applicable laws. Your use includes allowing End Users and/or External Users to transmit, store, share, retrieve, and process Content through the FileCloud Online services solely through an Account registered to you and in accordance with the orders you place with FileCloud. All use of the FileCloud Online services by you and your End Users must be within the Scope of Use defined below, for the quantity and User type for which you have paid, and solely for the benefit of you.
- (b) Software provided for use with FileCloud Online services: Subject to your continued compliance with EULA and these Terms, we grant you a non-exclusive, non-transferable, limited license to install and use the FileCloud Software for the sole purpose of accessing the FileCloud Online services. You acknowledge that we may issue updates to the Software such as addressing security vulnerabilities, upgrading the protocol, improving usability or performance, and upgrading features. We require you

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to run the latest FileCloud Software. All updates to the Software will be subject to the EULA and these Terms.

- (c) Support: All support requests have to be made by your FileCloud Administrator. FileCloud doesn't provide direct support to End Users. In case of temporary reduced hours of support or permanent changes to support timings, FileCloud will inform you through email and through our website.
- (d) Updates to the FileCloud Online services: We reserve the right, in our sole discretion, to change, update, enhance, suspend or stop providing the FileCloud Online services as well as support for the FileCloud Online services at any time including to add functionalities and features, or remove them from FileCloud Online.

### 4. Your Responsibilities relating to Use of the FileCloud Online Services

- (a) Passwords and Account: To obtain access to the FileCloud Online services, you will be required to obtain an Account with FileCloud by completing a registration form and designating a user ID and password. You agree and represent that all registration information you provide is accurate, complete, and current, and that you will update it promptly when that information changes. FileCloud may withdraw Account approval at any time in its sole discretion, with or without cause. You are responsible for safeguarding the confidentiality of your user ID and passwords, and for all activities that take place in connection with your Account. FileCloud shall not be liable for any loss or damage arising from unauthorized use of your Account.
- (b) Equipment: You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including without limitation, PCs, smartphones, operating systems, networking, modems, hardware, software, and equipment (collectively, the "Equipment"). You shall also be responsible for maintaining the security of the Equipment.
- (c) Notices from FileCloud: You acknowledge that once you have registered with FileCloud Online services, we may send you communications or data regarding the FileCloud Online services using electronic means. These may include but are not limited to notices about your use of the FileCloud Online services, including any notices concerning violations of use; updates to the Services; promotional information and materials regarding FileCloud's products and services and information the law requires us to provide. Notices we email to you will be deemed given and received when the email is sent.
- (d) Notices from You regarding Unauthorized Use: You agree to notify us promptly in writing when you become aware of any unauthorized use of an Account, the Content or the FileCloud Online services, including if you suspect there has been any loss, theft or other security breach of your password or user ID. If there is unauthorized use by a third party which obtained access to the Services through you or your End Users, whether directly or indirectly, you agree to take all steps necessary to terminate the unauthorized use. You also agree to cooperate with FileCloud and provide assistance related to the unauthorized use which we reasonably request.

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- (e) Certificate management: You acknowledge that once you have registered with FileCloud Online services, you consent to provide FileCloud with a valid certificate chain for the use of the services. This will be used for the FileCloud Online services only. FileCloud will provide reasonable means to protect the data included but not limited to: password protection, retention of the data for a maximum of 30 days. FileCloud shall not be liable for any loss or damage arising from unauthorized use of your Account.
- (f) Content: FileCloud does not monitor any Content transmitted or processed through, or stored in the FileCloud Online services. You agree that you:
- are responsible for the accuracy and quality of all Content that is transmitted or processed through or stored in your Account; will ensure that the Content, including its storage and transmission, complies with these Terms, and applicable laws and regulations;
  - will promptly handle and resolve any notices and claims from a third party claiming that any Content violates that party's rights including regarding take-down notices pursuant to the Digital Millennium Copyright Act; and
  - will maintain appropriate security, protection and backup copies of the Content, which may include the use of encryption technology to protect the Content from unauthorized access and routine archiving of the Content. FileCloud will have no liability of any kind as a result of any deletion, loss, correction, destruction, damage or failure to store or encrypt any Content.
- (g) Use Restrictions: You are responsible for End Users and External Users' compliance with these Terms and for the quality, accuracy and legality of the Content. You will not, and will ensure that your End Users and External Users do not:
- use the FileCloud Online services in any manner or for any purpose other than as expressly permitted by these Terms;
  - sell, rent, resell, lease, or sublicense the FileCloud Online services to any third party;
  - modify, tamper with or otherwise create derivative works of the FileCloud Online services;
  - reverse engineer, disassemble, decompile or attempt to derive source code from the FileCloud Online services;
  - use the FileCloud Online services to send unsolicited junk mails, spam or any other form of duplicative or unsolicited messages or communication not permitted by laws;
  - store or transmit Content containing unlawful, defamatory, threatening, pornographic, abusive, or libelous material; containing any material that encourages conduct that could constitute a criminal offense or violates the intellectual property rights or rights to the publicity or privacy of others;
  - use the FileCloud Online services to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs;
  - interfere with or disrupt servers or networks connected to the FileCloud Online services or the access by other FileCloud clients to the servers or networks, or violate the regulations, policies or procedures of those networks;
  - access or attempt to access FileCloud's other accounts, computer systems or networks not covered by these Terms, through password mining or any other means.

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- (h) **Fair Use Policy:** FileCloud provides a multi-tenanted SaaS solutions and seeks to ensure and maintain an optimal user experience. We monitor usage to prevent improper use of the services, so we can offer all of our clients an excellent user experience. FileCloud does not charge extra costs when the service is used reasonably and normally. When we determine the scope of Fair Use, we take into account your subscription, the observed use of many other clients, technical advances and the current price rate of all necessary assets. When out of the ordinary usage is detected in your FileCloud online environment, we will contact you to discuss the situation and potential alternatives. FileCloud reserves the rights to limit or terminate your available storage, bandwidth, database usage, API usage or allowed emails.
- (i) **Third Party Services and Content:** All transactions using the FileCloud Online services are between the transacting parties only. The FileCloud Online services may contain features and functionalities linking or providing you with certain functionality and access to third party content, including websites, directories, servers, networks, systems, information, databases, applications, software, programs, products or services, and the Internet as a whole. You acknowledge that FileCloud is not responsible for such content or services. We may also provide some content to you as part of the FileCloud Online services. However, FileCloud is neither an agent of any transacting party nor a direct party in any such transaction. Any of those activities, and any terms associated with those activities, are solely between you and the applicable third-party. Similarly, we are not responsible for any third-party content you access with the FileCloud Online services, and you irrevocably waive any claim against FileCloud with respect to such sites and third-party content. FileCloud assumes no liability, obligation or responsibility for any such correspondence, purchase or promotion between Customer and any such third-party. In the event you have any problems resulting from your use of a third-party service or suffer data loss or other losses as a result of problems with any of your other service providers or any third-party services, FileCloud is not responsible unless the problem was the direct result of breaches of FileCloud Online services.

### 5. Fees and Payments

- (a) **Fees:** You agree to pay, using a valid credit card, bank-to-bank wire transfer, or other forms of payment which we may accept from time to time, for the charges and fees, such as recurring monthly or annual fees, set forth in the most current FileCloud pricelist (collectively, "Fees"), applicable taxes as defined below, and other charges incurred for the Services. You will pay Fees in the currency we quoted for your account (and we reserve the right to change the quoted and transactional currency). We will bill you at the start of the billing period and at the start of each subsequent renewal period. Except specifically agreed in a separate written agreement between you and FileCloud, the FileCloud Online services are prepaid for the period selected and are nonrefundable. This includes Accounts that are renewed. FileCloud reserves the right to adjust renewal prices at anytime and the most current prices will take effect at the beginning of your next renewal subscription term or support period, as applicable.
- (b) **Fees for Upgrade:** If you upgrade or expand consumption of the FileCloud Online services such as obtaining additional End User licenses, or add-on features or functionalities to the FileCloud Online services, the additional upgrade fees may be due at FileCloud's then-current pricing. If additional fees are due, those fees will be immediately billed to your account and will apply for the entire month in which the service upgrade occurred.

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- (c) Invoicing and Payment Terms: You agree to keep all information in your billing account current. You may change your billing account information at any time. In the event that we bill you, all Fees are due and payable upon receipt. We may suspend your access to the FileCloud Online services or cancel the Services if your account is past due over 15 days.
- (d) Purchases through Authorized Partners: If you purchase Services through a FileCloud Authorized Partner, you owe the payment to the Authorized Partner as agreed between you and the Authorized Partner, and the payment terms described in this provision may not apply to you. You acknowledge, however, that we may terminate your rights to use the FileCloud Online services and discontinue such Services if we do not receive corresponding payments from the Authorized Partner.
- (e) Applicable Taxes: Fees quoted to you, unless specified otherwise, are exclusive of applicable taxes and you will pay or reimburse FileCloud for all applicable taxes arising out of these Terms, whether assessed at the time of your purchase or are thereafter determined to have been due. For purposes of these Terms, applicable taxes include but not limited to any sales and use taxes, VAT, GST, export and import fees, customs duties, withholding taxes and similar charges applicable to the transactions contemplated by these Terms that are imposed by any government or authorities. You agree to promptly provide FileCloud with legally sufficient tax exemption certificates for each jurisdiction for which you claim exemption

### 6. Canceling the FileCloud Online Services

To cancel the FileCloud Online services, you must provide us with at least 30-day advance notice. If you cancel, the Services will end at the end of your current subscription term or support period following the 30-day notice. If you fail to cancel with required sufficient notice, we will automatically renew the FileCloud Online services for the same subscription term at most current price and will bill you on the first day of the renewal subscription term.

### 7. Protection of Content

FileCloud maintains appropriate administrative and technical safeguards to protect the security and integrity of the Content in the FileCloud Online services. Except as requested by you in connection with customer support, we will not modify the Content; disclose the Content except pursuant to the requirements of a governmental agency, by operation of law, to investigate occurrences that may involve violations of system or network security or as you expressly permit in writing; or access the Content except to provide the Services or to address other service or technical issues.

### 8. Data Retention



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### (a) File Deletion

- If your FileCloud Administrator has turned on FileCloud's 'Deleted Files' (Recycle Bin) feature: When an End User deletes a file, the file will be moved to the recycle bin or referred as a soft deletion. The End User can recover the file from recycle bin. Once a file moves into recycle bin, the file stays in the recycle bin till the End User clears the recycle bin or a FileCloud Administrator empties the recycle bin. If End User deletes files from recycle bin or FileCloud Administrator empties the recycle bin, then files will be purged permanently or referred as a hard deletion. If the files are larger than the default size set in FileCloud Administrator Portal, then files will be permanently deleted immediately. (Special Note: recycle bin only holds the most recent deleted file version. A new deleted file will replace any other older versions with same name and file path in the recycle bin.)
- If your FileCloud Administrator has turned off FileCloud's 'Deleted Files' (Recycle Bin) feature: when an End User deletes a file, the file will be purged or referred as a hard deletion from the system permanently and it cannot be recovered.

### (b) File Version Retention: FileCloud comes with the ability to store previous versions of a file (versioning stores older versions only when a new version of a file has the same name and same path as the older file). If your FileCloud Administrator has turned off this versioning feature, then older file versions will not be retained. If your FileCloud Administrator has turned on the versioning feature, the older versions will be retained until any of the following actions:

- End User deletes the previous versions from the User Interface.
- Original file is deleted: When a file is sent to recycle bin or permanently deleted, its previous versions are permanently deleted.
- FileCloud Administrator deletes the older versions.

### (c) Account Cancellation: If you cancel your FileCloud Online services, your files and account data will be marked for deletion from our servers after 30 days from the effective date of termination or expiration of relevant FileCloud services and no longer than what is required to meet the Company's legal, regulatory and operational requirements and as necessary to perform services. After the Account Cancellation, files can no longer be recovered. If you need immediate data deletion, you can request it by contacting FileCloud's Customer Support.

## 9. Ownership

- ### (a) Ownership by Customer: Customer owns all right, title and interest in and to the Content provided, transmitted or processed through, or stored in, the FileCloud Online services. Customer hereby grants FileCloud the right to transmit, use, modify, adapt, reproduce, display or disclose the Content solely to provide the Services to Customer and End Users; to comply with request of a governmental or regulatory body such as subpoenas, court orders or as otherwise required by laws; for statistical use (provided such data is not personally identifiable); and as necessary to monitor and improve the FileCloud Online services and corresponding support. Customer represents and warrants that

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Customer has all rights in the Content necessary to grant these rights and use the FileCloud Online services, and that the transmission, storage, retrieval, and processing of the Content do not violate any laws, FileCloud's EULA or these Terms.

- (b) Ownership by FileCloud: FileCloud owns and reserves all right, title and interest in and to the Services including all hardware, software and other items used to provide the FileCloud Online services and Materials including all intellectual property rights such as patents, patent applications, trademarks, servicemarks, copyrights, or other intellectual property rights. No title or ownership of any FileCloud proprietary rights is transferred to Customer or any End User pursuant to these Terms or any transaction contemplated by these Terms. FileCloud reserves all rights not explicitly granted to Customer. FileCloud is free to use any comments, suggestions, recommendations, and other feedbacks you provide with respect to the Services for any purpose, without obligation.

### 10. Warranty

FILECLOUD PROVIDES THE SERVICES "AS IS," AND "AS AVAILABLE" TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FILECLOUD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. FILECLOUD SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

### 11. SLA

- (a) FileCloud warrants at least 99.9% System Availability during each calendar month. If the System Availability is less than 99.9%, and if Customer has fulfilled all of its obligations under these Terms, FileCloud will provide Customer with a Service Credit applied to the month in which the failure to meet the SLA has occurred. The Service Credit will be equal to the credit percentage identified in the table below multiplied by the Customer's Fees paid to FileCloud for the FileCloud Service that are attributable to the corresponding month, calculated on a straight line pro-rated basis with respect to any Fees paid in advance. Customer may terminate the subscription upon 30-day written notice if System Availability is less than 97% for one or more validated SLA claims submitted by Customer under the SLA in each of three consecutive calendar months or one or more validated SLA claims submitted by Customer under the SLA in each of three out of five consecutive calendar months.

% of Services Availability per Calendar Month	Service Credit
99.9% to 99.5%	10%
99.4% to 99.0%	20%
< 99.0%	40%



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(b) General Terms Applicable to the SLA:

- SLA Claims and Service Credit:
  - In order to receive any Service Credit, Customer must notify FileCloud in writing within 10 business days from the time Customer becomes eligible to receive a Service Credit. The remedies set forth herein represent Customer's sole and exclusive remedy for FileCloud's failure to meet the SLA defined in these Terms. Failure to comply with this requirement will forfeit Customer's right to receive the Service Credit. In no event will the total amount of Service Credit, if any, exceed the fees paid by Customer for the corresponding month.
  - All claims are subject to validation by FileCloud: FileCloud will use log files, database records, audit logs, and any other information available to validate claims and make a good faith judgment on the applicability of Service Credits to the incident. FileCloud will make information used to validate the SLA claim available for auditing by Customer at Customer's request.
  - The maximum Service Credit Customer is entitled to receive in any given month is calculated against the Attributable Monthly Subscription Fee for the Services. Customers who are past due on any payments owed to FileCloud are not eligible to receive Service Credit. FileCloud will issue Service Credit, as determined in its sole discretion, either on future billing cycles or as a refund against Fees paid.
- Exceptions:
  - Customer will not be entitled to Service Credit in connection with any Force Majeure Event as defined in these Terms.
  - Customer will not be entitled to Service Credit to the extent a Service Credit claim is due to violation of FileCloud's EULA; use of the Services outside the scope described in these Terms and the Documentation; Customer equipment, software, other technology or third party equipment, software or other technology outside of FileCloud's datacenter and not under the direct control of FileCloud; failure of Customer to meet the configuration requirements for Customer equipment set forth in the Documentation; any actions or inactions of Customer or any other third party not under the direct control of FileCloud; or due to attacks such as hacks, denial of service attacks, malicious introduction of viruses and disabling devices caused by third parties, unless such attacks succeeded due to FileCloud's failure to meet its security requirements described in these Terms.

### 12. Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless FileCloud, its subsidiaries, affiliates, contractors, officers, directors, employees, agents, licensors, licensees, distributors, developers, content providers, and other users of the Services, from all damages, losses, liabilities, claims and expenses, including attorneys' fees, arising directly or indirectly from any third party demand or claim that any Content provided by you, or your use of the Services, in breach of infringing any patent, trademark, or copyright of a third party or misappropriates a trade secret to the extent that such misappropriation is not the result of FileCloud's actions; or violates applicable laws or these Terms. FileCloud

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reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and in such event, you shall have no further obligation to provide indemnification for such matter.

### 13. Limitation of Liability

To the maximum extent permitted by law, FileCloud shall not be liable for any direct, indirect, incidental, special, consequential, incidental, or punitive damages, including but not limited to lost profits, loss or corruption of data, or for cost of procurement of substitute technology arising out of the use or inability to use the Services irrespective of whether FileCloud or its Suppliers has been advised of the possibilities of such damages. FileCloud's maximum liability for damages shall be limited to the Fees received by FileCloud in the 12 months before the dispute for the particular Services which caused the damage.

### 14. Privacy

FileCloud is committed to protecting your privacy. We work hard to ensure the safety of the information you shared with us. You can review FileCloud's Product Privacy Notice at <https://www.filecloud.com/productprivacy-notice> to understand what information we collect, why we collect it and how we manage it while you are using FileCloud products and services. You agree our Product Privacy Notice applies to your use of our products and services.

### 15. Suspension and Termination of your Use of the Services

- (a) FileCloud reserves the right to temporarily suspend or terminate your access to the Services at any time in FileCloud's sole discretion, with or without cause, and with or without notice, without incurring liability of any kind. For example, we may suspend or terminate your access or use of the FileCloud Online services for:
- Violation of FileCloud's EULA or these Terms;
  - Use of FileCloud Online services in a manner that may cause FileCloud to have legal liabilities or disruption to others' use of FileCloud Online services;
  - Suspicion or detection of any malicious code, virus or other harmful code in your Account
  - Your use of excessive storage capacity or bandwidth. If, in our determination, the suspension might be indefinite or we have elected to terminate your access to the FileCloud Online services, we will notify you through email registered with the Account. You acknowledge that if your access to the FileCloud Online services is suspended or terminated, you may no longer have access to the Content that is stored with the FileCloud Online services. We may not be able to restore the Content that was stored prior to the suspension.
- (b) Post-Termination Obligations: Upon termination of these Terms for any reason, all of your rights to use or access the FileCloud Online services will cease. For 15 days following the expiration or termination of these Terms or the applicable subscription term for which you have paid, and subject to your prior written request, we will grant you with limited access to the FileCloud Online services solely for purposes of your retrieval of the Content. After the 15-day period, FileCloud has no further obligation to maintain the Content and will delete the Content unless legally prohibited. In the case

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of Trials, FileCloud has no further obligation to maintain the Content after the trial is completed and will delete the Content at the end of the trial period.

### 16. Force Majeure

Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance under these Terms resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, or loss of data due to power failures or mechanical difficulties, war, or civil unrest. Payment obligation is specifically excluded from this provision.

### 17. Digital Millennium Copyright Act of 1998

We respect the intellectual property of others and reserve the right to delete or disable Content that appears to violate these terms or applicable laws. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that Content infringes your copyright, you or your representative may send us a notice requesting that the Content be removed or access to it blocked. U.S. Federal law requires that your notification include the following information:

- physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- information reasonably sufficient to permit us to contact you, such as physical address, telephone number, and, if available, an email address;
- a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### 18. General Provisions

- (a) In terms of Export Compliance, Governing Law, U.S. Government Rights, Grant of Publicity Rights, Assignment and other provisions not specifically called out in these Terms, FileCloud's EULA shall apply and govern.
- (b) You may not assign these Terms or your rights and obligations under them, in whole or in part, to any third party without FileCloud's prior written consent.

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By clicking "**I Agree**" or **deploying, using** or **accessing** the **FileCloud Online** services, you acknowledge that you have **read** and **understood** these **Terms** and **agree** to be bound by them. You confirm that you are legally authorized to represent on behalf of your entity and you are of legal age to form a binding contract in your country and jurisdiction.