



FileCloud Software End-User License Agreement

(EULA)

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Read the following terms and conditions before installing or deploying this software on your network or personal computer. This software license agreement is a legal agreement between you, either on behalf of yourself as an individual or on behalf of an entity as its authorized representative (the "User"), on the one hand, and CodeLathe Technologies Inc. dba FileCloud and its subsidiaries and affiliates (collectively referred to as "FileCloud") on the other hand, for the software products entitled "FileCloud® Server", "FileCloud® Online", "FileCloud® Service Provider", "FileCloud® Community", "FileCloud® ServerLink", "Tonido®", client software, apps or browser extensions installed on User's desktop, mobile, local server or other devices entitled "FileCloud® Sync", "FileCloud® Drive", "FileCloud® Desktop", "FileCloud® Desktop Edit", "FileCloud® BackupServer", "FileCloud® ServerSync", "FileCloud® FileBrowser", "FileCloud® for Chrome", "FileCloud® for iPhone", "FileCloud® for iPad", "FileCloud® for Android", "FileCloud® for Gmail", "FileCloud® for Office", "FileCloud® Outlook AddIn", "FileCloud® Teams AddIn", and bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the FileCloud software that FileCloud makes available over time as well as any associated media, printed materials, and on-line or electronic documentation (collectively referred to as the "Product"). Please read this agreement carefully and print out a copy for your records. This agreement supersedes all previous versions.



By installing, deploying, or otherwise using the Product, you acknowledge that you have read this license agreement and agree to be bound by its terms. The Product is licensed, not sold, to you for use only under the terms of this agreement. If you do not agree to the terms of this license agreement, do not install, deploy or use the Product and delete all copies in your possession.



1. License Grant

Subject to the terms and conditions of this EULA, FileCloud grants you a non-exclusive, non-transferable, limited license in accordance with the license key provided by FileCloud in the territory in which you acquired the Product for your own personal or commercial use but retains all property rights in the Product and all copies thereof. All other rights are expressly reserved by FileCloud. You may use the Product on any supported system configuration, provided each instance of the Product is licensed for use. You may not transfer, distribute, rent, sub-license, or lease the Product or documentation, except as provided herein; or alter, modify, or adapt the Product or documentation, or any portions thereof.

2. Restrictions

You acknowledge that the Product in source code form remains a confidential trade secret and property of FileCloud.

You shall not (a) copy, modify, or distribute the software, except as expressly permitted in this EULA. (b) Reverse engineer, decompile, or disassemble the software. (c) Remove any copyright or proprietary notices from the software. (d) Transfer, sublicense, or assign your rights under this EULA. (e) Use the software for any illegal, unauthorized, or prohibited purposes.

3. Ownership

All rights, title and interest and intellectual property rights in and to the Product, including but not limited to any titles, computer code, concepts, screen images, and text incorporated into the Product, the accompanying printed materials, and any copies of the software, are owned by FileCloud. This EULA grants you no rights to use such content other than as part of the Product. You agree that no title and ownership of the intellectual property in the Product, or license keys is transferred to you. The Product and license keys are protected by intellectual property laws of the United States and other countries as well as by international treaties.

This EULA is effective upon your installation of the Product and shall continue until revoked by FileCloud or until you breach any term hereof.



4. Warranty Disclaimer

The Product is provided “as is”, “as available” without any warranties, express, implied, or statutory including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third-party rights. FileCloud does not warrant that the Product will meet your requirements or that its operation will be uninterrupted or error-free.

This warranty disclaimer affects your legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow exclusions of implied warranties or limitations on how long an implied warranty lasts, so the above exclusion may not apply to you.

5. License Restrictions

You acknowledge that the foregoing license extends only to your use of the features and functionality of the Product as described in the documentation accompanying the version of the Software downloaded or Product obtained by you, and you agree not to reconfigure or modify the Product in order to enable features or functionality different than those described in the documentation accompanying the version of the Software without obtaining FileCloud’s approval and paying the applicable Product upgrade fee. You may not modify, or create derivative works based upon the Product in whole or in part; distribute copies of the Product; upgrade or modify any 3rd party components or software that ships with FileCloud Product without explicit written consent of FileCloud; or remove any proprietary trademark, copyright or notices in the Product. Any use in violation shall immediately terminate your license to the Product.

A single FileCloud License is valid only for a single licensed domain which could be served by a single server or a cluster of servers running on physical or virtual machines across datacenters. Unless you are a FileCloud authorized Service Provider partner, you will need separate licenses for each domain for a multi-tenant installation or to run FileCloud software on multiple domains. Using a single FileCloud license for multiple domains is a violation of this EULA.

Your FileCloud license limits the number of licenses, including both full and external licenses, you can create but permits you to create an unlimited number of external users under certain conditions. To prevent User from using external accounts for internal uses, the system assumes that your FileCloud site domain including its sub-domains and sibling domains and any domain used by at least 10% of your licensed (both full and external) users as internal domains.

For more details on the Domain Limitations for External Users, refer to the following link:
<https://www.filecloud.com/supportdocs/fcdoc/latest/server/filecloud-administrator-guide/filecloud-site-setup/user-settings/new-account-creation/domain-limitations-for-external-users>



6. General

FileCloud does not guarantee that use of the Product will be uninterrupted and error free. You acknowledge that the performance of the Product may be affected by any number of factors, including without limitation, technical failure of the Product, the acts or omissions of third parties and other causes reasonably beyond the control of FileCloud. Certain features of the Product may not be forward-compatible with future versions of the Product and use of such features with future versions of the Product may require purchase of the applicable future version of the Product. If any provision of this EULA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances or the remaining provisions hereof under all circumstances. FileCloud's failure to enforce at any time any of the provisions of this EULA shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by FileCloud of any provision, condition or requirement of this EULA shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Notwithstanding anything else in this EULA, no default, delay or failure to perform on the part of FileCloud shall be considered a breach of this EULA if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of FileCloud. This EULA represents the complete agreement concerning the agreement between you and FileCloud.

7. 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 Product 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 license fees received by FileCloud in the 12 months before the dispute for the particular product(s) which caused the damage. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

8. Termination

This EULA is effective until terminated. This EULA shall terminate automatically if you fail to comply with all of the terms herein. No notice shall be required from FileCloud to affect such termination. Upon termination, you must cease all use of the Product, uninstall and destroy all copies in your possession.



9. Export Compliance

The User agrees to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the United States Department of Commerce. Specifically, each party covenants that it shall not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any Software, source code, or technology received from the other party under this EULA to any country or any individual national thereof subject to antiterrorism controls or U.S. embargo, or to any other person, entity, or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

10. Governing Law

This EULA shall be governed by and construed in accordance with the laws of the State of Delaware in the United States of America. Any legal action arising out of this EULA shall be brought in the courts of Delaware. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

11. U.S. Government Rights

The Product under this EULA is Commercial Computer Software as that term is described in 48 C.F.R. 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this Commercial Computer Software and Commercial Computer Software Documentation subject to the terms of this EULA as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulations (“FAR”) and its successors. If acquired by or on behalf of any agency within the Department of Defense (“DOD”), the U.S. Government acquires this Commercial Computer Software and Commercial Computer Software Documentation subject to the terms of this EULA as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement (“DFAR”) and its successors.

12. Entire Agreement

This EULA constitutes the entire agreement between you and FileCloud with respect to the Product and supersedes all prior or contemporaneous understandings or agreements, written or oral, and all other communications between FileCloud and you relating to this EULA.



13. Reservation of Rights

All rights not expressly granted in this EULA are reserved by FileCloud including but not limited to the right to adjust subscription prices of FileCloud Products and the right to modify the provisions of this EULA. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to sending an email to your registered email address or posting on FileCloud's website. You acknowledge and agree that it is your responsibility to review and to be aware of any modifications after such communication. Your continuous use of FileCloud Products after such modifications will constitute your acknowledgment and agreement to abide and be bound by the updated terms.

14. Injunction

Because FileCloud would be irreparably damaged if the terms of this EULA were not specifically enforced, you agree that FileCloud shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this EULA, in addition to such other remedies as FileCloud may otherwise have under applicable laws.

15. Indemnity

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 Product, from all damages, losses, liabilities, claims and expenses, including attorneys' fees, arising directly or indirectly from your acts and omissions to act in using the Product pursuant to the terms of this EULA or any breach of this EULA by you. FileCloud 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.

16. FileCloud Online and Technical Support Services

Subject to the terms and conditions of this EULA, you may be granted Support Services based on the products and services you purchased from FileCloud. Your FileCloud Online Terms of Service is located at <https://www.filecloud.com/filecloud-online-tos/> and the Technical Support Entitlements Terms of Service can be found at <https://www.filecloud.com/filecloud-support-entitlements-tos/>.



17. FileCloud Relay Service

FileCloud offers relay infrastructure and services that enable you to create, open, edit and save Microsoft Office files stored in FileCloud using Microsoft Office 365. On User's request to create, open, edit or save, FileCloud Relay Service ("FRS") transmits the contents of the files between your FileCloud Server instance and Microsoft Office services, run by Microsoft. FRS only transmits the files and doesn't store them. FileCloud uses secure HTTPS for transmitting files between servers. When using the FRS you agree (a) not to interfere or disrupt networks connected to FRS; (b) not to use FRS to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (c) not to transmit any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You will not attempt to gain unauthorized access to other computer systems or interfere with another user's service. FileCloud reserves the right to modify, alter or terminate this service at any time and offer it as a paid-only service in the future. Microsoft and Office 365 are trademarks of the Microsoft group of companies.

18. FIPS 140-2 Mode

When using FileCloud Products with FIPS mode enabled, such usage of additional product modules licensed from SafeLogic is subject to the following additional terms: (a) SafeLogic product must only be used bundled with FileCloud Products and cannot be used separately or by itself. (b) You cannot sublicense, assign or transfer the SafeLogic product. (c) You will not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of SafeLogic product or any part thereof except to the extent permitted by law. (d) All rights and ownership regarding SafeLogic product remains with SafeLogic. (e) You expressly understand and agree that your use of SafeLogic product is at your sole risk and that the modules are provided "as is" and "as available" and "without warranty of any kind." The same warranty disclaimer and limitation of liability provisions in this EULA applies. (f) You agree that any export or re-export of SafeLogic product will comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce.

19. Grant of Publicity Rights

The User grants FileCloud the right to include the User's entity name and logo as a customer on FileCloud's website and other promotional and advertising materials. You can opt out of such use with a written request sending to FileCloud at legal@filecloud.com and FileCloud will cease to include the User's entity name and logo in FileCloud's promotional and advertising materials.



20. 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/product-privacy-notice> to understand what information we collect, why we collect it and how we manage it while you are using FileCloud Product. You agree our Product Privacy Notice applies to your use of our Product.

21. Lawful Use

You will use FileCloud solely for lawful purposes. You may not, without limitation (a) knowingly intercept or monitor, damage or modify any system communication which is not intended for you; (b) knowingly use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble FileCloud Product; (c) knowingly send any unsolicited commercial communication not permitted by applicable law; (d) knowingly expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable; (e) knowingly use FileCloud to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of any third party; or (f) knowingly use any material or content that is subject to any third party proprietary or intellectual property rights, unless you have a license or permission from the owner of such rights. If the law of your country or applicable jurisdiction prohibits you from downloading or using FileCloud Product because you are under the age limit or because FileCloud Products are not permitted to use, you agree not to use FileCloud Product and to indemnify and hold FileCloud harmless from such use.

22. Assignment

FileCloud may assign this agreement and all rights and/or obligations to a third party without notice, including without limitation for the purpose of collection of unpaid receivable amounts, or in the event of a Change of Control, Corporate Restructure, Merger or Sale of substantially all assets to another party. You hereby consent to such assignment. In this regard, we may assign the rights and obligations under this EULA. You should continue making all payments to the successor(s) accordingly, unless notified otherwise.



23. Miscellaneous

In order to provide you with better FileCloud products and services, FileCloud periodically provides new software updates to its active Users. However by accepting this EULA, you acknowledge and agree that FileCloud is under no obligation to make subsequent versions of FileCloud Product, except in the case of security vulnerability patches, you may be required to download and install an updated version of Product. FileCloud reserves the right to discontinue bug fixes and Product support for outdated Product versions. For more details, please refer to FileCloud's Software Lifecycle Policy at <https://www.filecloud.com/software-lifecycle-policy>.

By clicking "I Agree" or installing the software, you acknowledge that you have read and understood this EULA and agree to be bound by its terms. 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.

Date: October 17th, 2023

For more information or to try FileCloud, please visit <https://www.filecloud.com/eula/> or call 1-888-571-6480.



About Us

A privately held software company, headquartered in Austin, Texas, USA, FileCloud is helping organizations thrive by providing hyper-secure content collaboration and processes solutions. FileCloud is used by millions of customers around the world, ranging from individuals to Global 1000 enterprises, educational institutions, government organizations, manufacturing companies, managed service providers and more.



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90+
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Deloitte.



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of Engineers**



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