TERMS OF SERVICE (KEEPIT USA INC.)

1. BACKGROUND AND PURPOSE

1.1. Keepit provides a data protection platform for cloud-to-cloud backup and recovery services.

1.2. The Agreement sets forth the legally binding terms and conditions governing the Customer's right to use the Services.

2. DEFINITIONS

2.1. In these Terms all capitalized terms used shall have the meanings given to them below:

2.2. **Agreement** means the Order Form and all annexes and schedules thereto, including these Terms.

2.3. **Account** means the unique user credentials, including a user identification name and password issued to an authorized user to access and use the Services.

2.4. **Affiliate** means, with respect to a Party, any corporation or other business entity controlled by, controlling or under common control with that Party whereby control means (i) the direct or indirect ownership of more than 50 % (fifty percent) of the equity interest in such cooperation or business entity, or (ii) the ability in fact to control the management decisions of such corporation or business entity.

2.5. **Add-On** means an additional or optional service, feature, functionality or software component that Keepit makes available in addition to the standard Services, as identified in the Order Form. An Add-On may be subject to Supplementary Terms.

2.6. **Authorized Reseller** means an entity appointed by Keepit to resell the Services to the Customer.

2.7. **Confidential Information** means any information of a confidential or non-public nature disclosed by one Party as a disclosing Party to the other Party as a receiving Party that is either designated as confidential or proprietary at the time of disclosure or should be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure.

2.8. **Customer** means the Customer identified in the Order Form.

2.9. **Customer Content** means all data, including text, sound, video or image files, and software that the Customer stores, generates, accesses, imports, exports, receives or sends through the Customer's use of the SaaS Workload(s). For example, Customer Content will include emails and attachments, SharePoint Online site content, or instant messaging conversations.

2.10. **Entitlement** means the volume of the Services and any Add-On the Customer is entitled to use, measured by the use metric specified in the applicable Order Form. The applicable use metrics, and the methodology by which Keepit measures and counts consumption, are described in the Keepit Service Guide.

2.11. **Fees** means all amounts payable by the Customer for the Services, as specified in the applicable Order Form.

2.12. **Keepit** means Keepit USA Inc., 3232 McKinney Ave. Suite 820 Dallas, TX 75204.

2.13. **Keepit Service Guide** means the document published by Keepit describing the features, functionalities, service tiers, support levels, and applicable terms of use of the Services, as updated by Keepit from time to time. Keepit Service Guide is available at the Keepit legal page or as otherwise notified to the Customer. The current version is available at: HTTPS://WWW.KEEPIT.COM/SERVICE-GUIDE/.

2.14. **Managed Service Provider** means an Authorized Reseller that in addition to reselling the Services remotely manages the Customer's IT infrastructure, and through access to the Customer's SaaS Workload(s) and the Services provides ongoing and regular support and active administration of the aforementioned.

2.15. **Order Form** means an ordering document specifying the Services to be provided to the Customer, issued by either Keepit or an Authorized Reseller. By accepting such ordering document, the Customer agrees to be bound by the Agreement.

2.16. **Party** means either the Customer or Keepit individually;

2.17. **Parties** means the Customer and Keepit jointly.

2.18. **Representatives** means employees, agents, suppliers and other third parties collectively.

2.19. **SaaS Workload(s)** means the third-party cloud solution(s) mentioned in the Order Form for which the Customer can use the Services to provide backup and recovery, such as Microsoft 365.

2.20. **Service Credits** means additional days of service which are added to the term of the relevant Order Form.

2.21. **Services** means the Keepit cloud backup and recovery services, including any feature or functionality add-ons (each an Add-On), and any modified versions of, and upgrades, updates and additions to such services supplied by Keepit to the Customer, as identified in the Order Form.

2.22. **Subscription Term** means the period during which the Customer is entitled to use the Services, as specified in the Order Form, including any renewal term.

2.23. **Supplementary Terms** means any additional terms provided or published by Keepit that apply to a specific Add-On, Service tier or SaaS Workload, as identified in or attached to the Order Form.

2.24. **Terms** mean these Terms of Service.

2.25. **Use Limitations** means any use limitations or restrictions with respect to the Customer's use of the Services, as set forth in the applicable Order Form, Keepit Service Guide, any Supplementary Terms or these Terms.

2.26. **User(s)** means user accounts with different privileges of access and usage to the Services under the Account.

2.27. **UserID** means a unique user identification name and password which each User will receive in order to access the Services.

3. SERVICES

3.1. The Services provide cloud-to-cloud backup and recovery for the SaaS Workload(s) stated in the Order Form. In accordance with the Agreement, the Customer will have access to the specified Services for the duration of the term set out in the Order Form and any renewals thereof.

3.2. The Services, generally stated, enable the Customer through the Services to extract Customer Content from the SaaS Workload(s) and create immutable copies thereof on the Keepit platform, recover Customer Content and restore Customer Content back to where the Customer Content originally resided and download Customer Content using the export/restore tools offered.

3.3. Keepit will make the Services available to the Customer in accordance with the Service Level Agreement set out in Section 10, subject to the terms of the Agreement. The Customer must maintain valid and active access to the SaaS Workload(s) and pay all costs associated therewith.

3.4. Keepit may make Add-Ons available to the Customer. An Add-On ordered by the Customer forms part of the Services and is provided subject to the Agreement, save that where Supplementary Terms apply to an Add-On, those Supplementary Terms govern that Add-On to the extent of any conflict with these Terms, including as regards use metrics, measurement, pricing and any software licensed to the Customer as part of the Add-On. The features, functionalities, service levels and measurement methodology applicable to each Add-On are described in the Keepit Service Guide and the applicable Order Form.

4. PROOF OF CONCEPT AND FREE SERVICES

4.1. Services provided for proof of concept (for trials or evaluations) are provided at no charge, and their use will be for a limited duration solely determined by Keepit.

4.2. From time to time, Keepit may make certain Services available for full use, i.e., not subject to limited proof of concept purposes at no charge. These free Services may have limited features, functions, and other technical limitations compared to paid versions.

4.3. Notwithstanding anything to the contrary in these Terms, Keepit does not provide maintenance and support, warranties, or indemnification for Services provided as part of a proof of concept or as free Services, except for free Services delivered in conjunction with paid Services.

4.4. Upon expiration or termination of a proof of concept or free Services period, Keepit shall delete all Customer Content associated with such proof of concept or free Services no later than thirty (30) days, unless the Customer converts to a paid subscription for the Services.

5. USE OF SERVICES

5.1. Keepit grants to the Customer, in accordance with the Agreement and subject to the Use Limitations, a limited, non-exclusive, revocable, non-sublicensable, non-transferable right to use and access the Services solely for the Customer's internal business purposes. The Customer will not be provided with and shall have no right to any software code. The foregoing is subject to any license to install and use software expressly granted to the Customer under applicable Supplementary Terms. The Customer may permit its Affiliates to use and access the Services for their respective internal business purposes. In addition, the Customer may, subject to these Terms, permit third-party contractors, Managed Service Providers, agents and outsourcers to use and access the Services solely on behalf of and for the benefit of the Customer or its Affiliates. The Customer shall be fully responsible and liable for all use of and access to the Services by its Affiliates and any third parties it permits to use or access the Services, including but not limited to third-party contractors, Managed Service Providers, agents and outsourcers, to the same extent and subject to the same limitation as the Customer is responsible and liable under this Agreement. The Customer shall ensure that all such Affiliates and third parties comply with the terms and conditions of this Agreement, and any breach or violation by such Affiliates or third parties shall be deemed a breach by the Customer.

5.2. The Customer will be assigned an Account in connection with the provision of the Services. Within the Account, the Customer may create and authorize additional Users, each with a UserID.

5.3. The Customer is responsible for all activities that occur under the Account and any use of any UserID. Keepit reserves the right to suspend and, subject to prior notification, terminate the Account or any UserID that Keepit reasonably determines may have been used by an unauthorized third party or otherwise used improperly. The Customer agrees to immediately notify Keepit of any unauthorized use of an UserID or the Account or any other breach of security.

5.4. The Customer is responsible for maintaining security around credentials for accessing the Services and, when applicable, security around the Customer identity provider which may be used to authenticate against the Services.

5.5. The Customer agrees to: (i) provide and maintain true, accurate, current, and complete information when the Customer registers for the Services; (ii) update such information to keep it true, accurate, current and complete; and (iii) only open up an Account for the Customer. If the Customer provides any information that is untrue, inaccurate, not current or incomplete, or Keepit has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, and such information materially affects Keepit's ability to provide the Services or fulfil its obligations (including invoicing and account management), Keepit has the right to suspend and, subject to prior notification and possibility to rectify such information, terminate the Account and to refuse to provide the Customer any current or future use of the Services (or any portion thereof).

5.6. The Customer is (i) responsible for any necessary hardware, software and connectivity required to access the World Wide Web and to use the Services, including without limitation, any fees associated with establishing and maintaining such access; (ii) responsible for Users' compliance with the Agreement, (iii) solely responsible for the accuracy, quality, integrity and legality in all applicable jurisdictions of any Customer Content, the means by which the Customer acquired the Customer Content, and for securing Keepit's right to retrieve and store the Customer Content in connection with the Services, (iv) responsible for preventing unauthorized access to or use of the Services through the Customer's Account or Users, including implementing reasonable security measures within the Customer's systems and networks, and (v) permitted to use the Services only in accordance with the online materials furnished by Keepit that describe the features, functionality or operation of the Services and in a manner consistent with all applicable laws and regulations.

5.7. The Customer will not make the Services available to any third party for the purpose of selling, reselling, renting or leasing the Services.

5.8. Keepit may collect and process Account information, general SaaS Workload tenant information, and technical and operational data relating to the Customer's use of the Services (such as consumption of the Services against the Customer's Entitlement, configuration settings, and consumption patterns) solely for the following purposes: (i) verifying compliance with the Use Limitations set forth in the Agreement; (ii) provisioning, maintaining, improving, and developing Keepit's services; (iii) issuing service notifications, operational alerts, and communications reasonably necessary for the Customer's use of the Services; and (iv) preparing and providing the Customer with reports, observations, and recommendations regarding the Customer's use of the Services, including suggested improvements. Keepit may also aggregate and anonymise such data for service analytics provided that the aggregated data does not identify the Customer.

5.9. Where a Service or Add-On includes a software component that Keepit makes available for the Customer to install and operate in the Customer's own environment (the "Software"), Keepit grants the Customer a non-exclusive, non-transferable, non-sublicensable license to install, configure and use that Software solely for the Customer's internal business purposes and solely in connection with the Services, for the Subscription Term applicable to the Service or Add-On. Keepit will make the Software available by a method selected by Keepit, as described in the Keepit Service Guide or the applicable Order Form.

5.10. The Customer shall not, and shall not permit any third party to: (i) translate, adapt, modify or create derivative works based on the Software; (ii) sell, distribute, rent, lease, lend, sublicense, transfer or otherwise make the Software available to any third party; (iii) reproduce the Software other than as necessary for its permitted use; (iv) decompile, disassemble or reverse engineer the Software, or otherwise attempt to derive its source code, algorithms or structures, except to the extent such restriction is prohibited by applicable law; (v) use the Software to develop, distribute or make available products or services to third parties; or (vi) use the Software other than as expressly permitted under the Agreement.

5.11. The Software may include components licensed from third parties. Those components are licensed under the terms accompanying them and not under these Terms. Keepit will make a list of such components available to the Customer on request.

5.12. Keepit has no responsibility for any claim arising from a modification of the Software made by anyone other than Keepit, unless Keepit has approved the modification in writing. Support for the Software is provided as described in the Keepit Service Guide.

5.13. On expiry or termination of the Subscription Term for the Service or Add-On, the license granted in Section 5.9 terminates and the Customer shall cease all use of the Software, uninstall and delete all copies in its possession or control and, on Keepit's request, certify its compliance with this Section in writing. This Section survives termination or expiration of the Agreement.

6. ACCEPTABLE USE POLICY

6.1. Customer agrees not to use the Services knowingly to collect, upload, transmit, display, or distribute any Customer Content (i) that violates third-party rights; or (ii) that is in violation of any law, regulation, obligations or restrictions imposed by any third party.

6.2. In addition, the Customer agrees to take reasonable precautions to avoid and not knowingly to: (i) upload, transmit, or distribute to or through the Services any computer viruses, worms, time bombs, Trojan horses or any software intended to damage or alter a computer system or data; (ii) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks; (iii) attempt to gain unauthorized access to the Services (or to other computer systems or networks connected to or used together with the Services), whether through password mining or any other means; (iv) harass or interfere with any other User's use of the Services; or (v) use software or automated agents or scripts to produce multiple Accounts on the Services (except for Users allowed hereunder or otherwise agreed by the Parties). Keepit may, at its discretion, apply automatic monitoring, filtering, and deny performance of activities that do not comply with the Agreement.

6.3. Subject to the following, Keepit reserves the right to modify or discontinue any features, functionality, and other attributes of the Services at any time in its sole discretion. Keepit will provide written notice to the Customer prior to any discontinuation or any material changes to the Services. Keepit will not be obliged to provide such notice, if the discontinuation is necessary to address an emergency or threat to the security or integrity of the Services, respond to claims or litigation, or comply with any appliable law or regulatory requirements or requests of a government entity. Notwithstanding the foregoing, Keepit will not exercise its rights under this Section in a manner that prevents the Customer from performing data protection of, or recovering, Customer Content from the SaaS Workload(s) specified in the applicable Order Form.

7. FEES, PAYMENT AND VERIFICATION

7.1. As consideration for Keepit's provision of the Services under the Agreement, the Customer will pay the Fees as specified in the Order Form. Keepit reserves the right (in addition to any other rights or remedies Keepit may have) to discontinue the Services and suspend all UserID's and the Customer's access to the Services upon prior written notice if any Fees owed are overdue. Before exercising this right, Keepit or the Authorized Reseller will provide the Customer with prior written notice and send two payment reminders. If the Customer fails to pay the outstanding amount within ten (10) days of the second written reminder, Keepit may suspend the Services until such amounts are paid in full.

7.2. Each Party shall individually bear the bank charges levied by their own bank in connection with the transfer, payment of or receipt of any Fees.

7.3. Where the Order Form specifies a minimum commitment for the Services or for an Add-On, Keepit and/or the Authorized Reseller is entitled to invoice the Customer for that minimum commitment for each billing period during the Subscription Term, regardless of the Customer's actual consumption. Consumption in excess of the minimum commitment is subject to true-up in accordance with Section 7.4 or, where applicable, the Supplementary Terms.

7.4. Keepit and/or the Authorized Reseller is entitled to conduct periodic true-up adjustments based on the Customer's actual consumption of the Services compared to its Entitlement as specified in the Order Form. Where the Customer's measured consumption in any measurement period exceeds its Entitlement or any minimum commitment, Keepit and/or the Authorized Reseller can require the Customer to increase its Entitlement by purchasing additional whole units sufficient to cover the Customer's latest measured consumption plus a headroom of ten percent (10%), or such other percentage as is stated in the applicable Order Form. The increased Entitlement takes effect for the remainder of the Subscription Term and is coterminous with it, is charged at the prices set out in the applicable Order Form, and is invoiced in the period following the period in which the excess consumption was measured.

7.5. Prices, use metrics and units of measurement not stated in these Terms are set out in the applicable Order Form and the Keepit Service Guide.

8. DATA RETENTION

8.1. The Customer can configure data retention rules for the Customer Content within the Services. Data retention refers to the amount of time a data object remains in the backup after being deleted from the Customer's SaaS Workload(s) backed up by the Services. The Order Form will describe the data retention included in the Agreement.

8.2. Notwithstanding Section 8.1 above, Keepit will retain all Customer Content processed under the Agreement for 30 days after the deletion of the Customer's account or termination thereof. This 'deletion retention period' will ensure that the Customer's access to its Customer Content can be re-established after any conceivable targeted attack against the Customer's primary data and backup data. After expiration of the 'deletion retention' period, Keepit will delete all records of the Customer Content without undue delay.

9. DATA CENTER LOCATION

9.1. The Customer determines on the Order Form from which Keepit data center location the Services shall be provided by Keepit.

9.2. The Customer appoints Keepit to transfer Customer Content to the Services which will be stored exclusively in the location chosen by the Customer.

9.3. It is the responsibility of the Customer to choose a data center location suitable for the storage of Customer Content. For example, if Customer Content may not be exported out of the USA, then the Customer must choose a data center location within the US for the Services.

9.4. Keepit does not control or limit the locations from which the Services can be accessed by the Customer, and to or from which location transfers can be made by the Customer.

10. SERVICE LEVEL AGREEMENT (SLA)

10.1. Access to the Services relies on the Keepit web application and the API front-end servers providing data thereto, in the data center location where the Customer has chosen to have the Services delivered.

10.2. Keepit will monitor the availability of the API front-end servers. In the event that all front-end servers for the location chosen by the Customer are unavailable for HTTPS services for more than one full minute, this will count as “downtime”. Scheduled maintenance windows are excluded from this downtime. Keepit will notify any significant outage in availability known to Keepit, including scheduled maintenance, on its website, at https://status.keepit.com/. The Customer must subscribe there to receive direct notifications regarding availability. In case product functionality is unavailable and this is not covered by the aforementioned monitoring, this must be raised as a support issue instead and will not count as "downtime". Keepit will upon request provide access to an automated availability report. See Section 20 for details on support.

10.3. Keepit will make the Keepit platform available to the Customer with 99.9% uptime in any calendar quarter, measured as total minutes in the quarter minus Downtime, divided by total minutes in the quarter (the "Availability Commitment"). The Availability Commitment applies solely to the Keepit platform. Keepit will use commercially reasonable efforts to maintain the availability and performance of any Add-On or other component of the Services not expressly covered by the Availability Commitment. Service levels applicable to a specific Add-On, if any, are as set out in the Keepit Service Guide or the applicable Supplementary Terms. No Availability Commitment or Service Credit applies to software installed or operated in the Customer's own environment.

If Keepit fails to meet the Availability Commitment in any calendar quarter falling within the term of an Order Form, the Customer will be eligible to receive Service Credits as set out in Table 1 below. To claim Service Credits, the Customer must submit a written claim by email to support@keepit.com within thirty (30) days of the end of the relevant calendar quarter, providing details of the dates and duration of the Downtime claimed. Keepit may require the Customer to provide further information in support of a claim and may reject claims that are not submitted in accordance with this Section. Service Credits may only be applied against the Order Form in respect of which the Availability Commitment was not met, have no cash value, are non-transferable, and constitute the Customer's sole and exclusive remedy for any failure by Keepit to meet the Availability Commitment.Table 1: Service Credits

Availability	Service Credits
100 % - 99,90 %	N/A
99,89 % - 99,8 %	1 day added to the Customer’s current Order Form term (1 free day)
99,79 % - 99,0 %	5 days added to the Customer’s current Order Form term (5 free days)
98,99 % - 95,0%	10 days added to the Customer’s current Order Form term (10 free days)
Lower than 95,0%	20 days added to the Customer’s current Order Form term (20 free days)

10.4. Keepit will initiate at least one (1) backup per day per SaaS Workload, unless the Customer configures different parameters within the Services (including scope and timing). Where a backup is already in progress, a new backup will not commence until the running backup is complete. The time required to complete a backup depends on factors outside Keepit's control, including the volume and nature of the Customer Content to be backed up, and Keepit makes no commitment as to backup completion time. Initial uploads, large dataset changes, significant backup reconfigurations, and similar events may cause a backup to run for longer than usual.The operational status of the data centers and incident reports are available at https://status.keepit.com/.

11. SLA EXCLUSIONS

11.1. The SLA does not apply to any performance or availability issues due to:

a) factors outside Keepit’s reasonable control (for example outage by a SaaS Workload(s), or a force majeure event);

b) the Customer's, end-user's, or any third-party's equipment, services, actions or lack thereof; and/or

c) Keepit's scheduled maintenance or version upgrades; and/or

d) any software installed, configured or operated by the Customer in the Customer's own environment, including software licensed to the Customer as part of an Add-On.

12. INDEMNIFICATION

12.1. Keepit will defend, indemnify, and hold the Customer harmless from any claim asserting that the Services infringe any intellectual property right of a third party. In such an event Keepit will pay any and all damages awarded by a court and actually paid by the Customer or agreed to in settlement by Keepit and attributable to such claim. Customer shall promptly notify Keepit of any such claims. Keepit shall, in any event, have an irrevocable right to take over the handling of the claim or join any ongoing court proceedings relating to such claim, both at its own expense and thus institute proceedings or enter into settlements concerning the alleged infringements.

12.2. If the Services are found to infringe, or if Keepit determines in its sole opinion that the Services are likely to be found to infringe the intellectual property right of a third party, then Keepit will either; a) obtain the right for the Customer to use the Services; b) bring the infringement to an end by modifying or replacing the Services with another service which possesses substantially the same functions as the Services, or c) if a or b are not commercially reasonable Keepit may terminate the Agreement with immediate effect against repayment of the remaining unused portion of the Fees prepaid by the Customer from the date of termination.

12.3. The Customer agrees to defend or settle, at the Customer's expense, any third-party claim against Keepit alleging that the Customer's provision or use of Customer Content violates or infringed a third party's rights, and to pay damages finally awarded by a court or agreed in settlement.

13. LIMITATION OF LIABILITY

13.1. No limitation on liability shall apply to Keepit's liability to pay damages finally awarded pursuant to Section 12 (Indemnification).

13.2. THE AGGREGATED LIABILITY OF EACH PARTY FOR ANY NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THE AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING FORMAL WRITTEN NOTICE OF THE CLAIM FOR LIABILITY. UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL THE PARTIES BE LIABLE FOR ANY LOSS OF PROFIT OR INDIRECT OR CONSEQUENTIAL LOSSES, INCLUDING BUT NOT LIMITED TO: RE-PROCUREMENT COSTS, INTERRUPTED COMMUNICATIONS, LOSS OF GOODWILL, LOSS OF REVENUE, OR FOR ANY OTHER SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.3. Nothing in this Section shall limit the Customer's payment obligations under the Agreement.

14. DISCLAIMER

14.1. KEEPIT MAKES NO WARRANTY CONCERNING THE SERVICES, AND THE SERVICES AND ALL DATA, MATERIALS, AND DOCUMENTATION PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE". KEEPIT DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. KEEPIT DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, COMPLETELY SECURE, OR VIRUS-FREE. KEEPIT IS NOT RESPONSIBLE FOR ANY LOSS OF DATA OR HARM DONE TO CUSTOMER COMPUTER, SYSTEMS OR OTHER EQUIPMENT ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE SERVICES. CUSTOMER UNDERSTAND AND AGREE THAT USE OF THE SERVICES IS AT CUSTOMER'S OWN RISK AND DISCRETION.

15. FORCE MAJEURE

15.1. Neither Party shall be in breach of the Agreement nor be considered liable towards the other Party for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond the reasonable control of the relevant Party which could not have been taken into account at signing and could not reasonably have been avoided nor surmounted by the relevant Party.

15.2. The following circumstances are considered force majeure: war, civil war, natural disasters, or other extraordinary events outside of the Party's reasonable control.

15.3. If either Party is prevented from or delayed in performing any of its obligations under the Agreement by reason of a force majeure, such Party shall notify the other Party in writing as soon as practicable after the onset of such force majeure. The Party's obligations will be suspended until the time when the Party is again able to meet its obligations. If the obstacle lasts

more than sixty (60) days, the other Party will be entitled to terminate the Agreement with immediate effect by providing written notice.

16. CONFIDENTIAL INFORMATION

16.1. Each Party shall comply with these legal requirements pertaining to Confidential Information and treat Customer Content as such.

16.2. Each Party undertakes to not disclose Confidential Information to any third party at any time without the other Party's prior written consent, except as otherwise permitted hereunder.

16.3. Each Party undertakes to implement the necessary measures in order to prevent unauthorized third-party access to such Confidential Information and to only use Confidential Information for the performance of these Terms.

16.4. Each Party shall ensure that access to Confidential Information is limited to authorized Representatives on a need-to-know basis and that such Representatives are subject to confidentiality obligations at least as restrictive as the terms of the Agreement (provided that the Party disclosing the Confidential Information to its Representatives shall be responsible for any actions of its Representatives).

16.5. Either Party may disclose certain Confidential Information of the disclosing Party, without violating the obligations of the Agreement, to the extent such disclosure is required by a valid and effective subpoena, order or other document issued by a court, governmental body or competent jurisdiction or stock exchange, provided that the receiving Party provides the disclosing Party with a prompt and practicable written notice of the existence, terms and circumstances of such a disclosure and makes a reasonable effort to obtain, or to assist the disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or waiving the receiving Party's compliance with the provisions of the Agreement. In the event that such protective order or other protection is denied and that the receiving Party or any of its Representatives are nonetheless legally compelled or requested to disclose such information, it or its Representatives, as the case may be, will furnish only that portion of the Confidential Information that its legal counsel advises it as being required and will exercise all commercially reasonable efforts to preserve the confidentiality of the remainder of the Confidential Information.

16.6. The confidentiality obligations in this Section do not apply with respect to information that:

a) is already lawfully known to the receiving Party as of the date of disclosure hereunder; or

b) is documented to have been disclosed to the other Party by a third party that has not been subject to a confidentiality obligation; or

c) is already in the public domain or public knowledge at the time of receipt by the receiving Party or comes into the public domain other than through a breach of the terms of the Agreement by the receiving Party or by any recipient to whom disclosure of Confidential Information by the receiving Party is permitted; or

d) is independently developed by the receiving Party without the use of the Confidential Information received from the disclosing Party.

16.7. The confidentiality obligations in this Section shall survive the termination of the Agreement.

17. INTELLECTUAL PROPERTY RIGHTS

17.1. The Customer acknowledges that Keepit and its Affiliates retains all rights, title and interest in and to the Services, as well as to all proprietary software, materials, formats, interfaces, information, data and content used by Keepit or provided to the Customer in connection with the Services, and that these are protected by intellectual property rights owned by or licensed to Keepit. Other than as expressly set forth in the Agreement, no license or other rights in the Services are granted to the Customer, and all such rights are hereby expressly reserved by Keepit and Keepit's Affiliates.

17.2. The Customer retains all rights, title, and interest in and to the Customer Content. The Customer grants Keepit a fully paid-up, non-exclusive, royalty-free, non-transferable license to use the Customer Content for the term of the Agreement for the sole purpose of providing the Services to the Customer.

17.3. The Customer agrees that Keepit will have the unrestricted right to use any feedback and related information the Customer provides regarding the Services, including without limitation, any flaws, errors, bugs, anomalies, comments on the community forum, and problems with and/or suggestions for the Services.

18. PROCESSING OF AND DELETION OF CUSTOMER CONTENT

18.1. The Parties agree that Keepit shall not retain, use, or disclose any Customer Content for any purpose other than for the specific purpose of providing the Services specified in this Agreement.

18.2. The Parties shall comply with their data protection obligations set out in the Data Processing Agreement.

To the extent that the Customer is subject to the Health Insurance Portability and Accountability Act ("HIPAA"), the Parties shall enter into the Business Associate Agreement ("BAA") available at HTTPS://WWW.KEEPIT.COM/DATA-PROCESSING-AGREEMENT/ .

18.3. To the extent that the Customer is subject to other specific industry regulation that requires the Parties to enter into a separate agreement or addendum governing the Parties' respective obligations in relation to collecting, storing, or transmitting sensitive personal information, the Parties agree to discuss such requirements and negotiate in good faith an agreement acceptable to both Parties to comply with such industry regulation.

19. COMPLIANCE WITH LAWS AND REGULATIONS

19.1. Keepit will comply with all relevant laws and regulations applicable to the Services. However, Keepit is not responsible for compliance with laws or regulations that apply to the Customer or to the Customer's use of the Services that are not generally applicable to online services or service providers. Keepit cannot and shall not attempt to determine if the Customer Content may be subject to any additional laws or regulations.

19.2. The Customer must comply with all applicable laws and regulations surrounding its use of the Services. The Customer is responsible for determining if the use of the Services is appropriate for storage and processing of the Customer Content.

19.3. Customer may not use or otherwise export or re-export the Services except as authorized by United States law and the laws of the jurisdiction in which the Services are obtained. In particular, but without limitation, the Services may not be exported or re- exported (a) into any U.S. embargoed countries, (b) to person or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List, (c) Cuba, Iran, North Korea or Syria. By using the Services, the Customer represent and warrant that it is not located in any such country or on any such list. The Customer also agrees that it will not use the Services for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

19.4. Both Parties covenant and agree that they are and will strictly adhere to all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, in connection with fulfilling their obligations under this Agreement.

20. SUPPORT

20.1. Keepit provides different tiers of support depending on the Services purchased by the Customer. The support tiers are further described in the Keepit Service Guide.

21. ASSIGNMENT

21.1. Neither Party may assign any of its rights or responsibilities under the Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party and its permitted successors and assignees may assign the Agreement in whole or in part without the other Party's consent:

a) to a successor in interest in connection with a merger, acquisition, or sale of all or substantially all assets to which the agreement relates;

b) to an Affiliate; and

c) in connection with a corporate reorganization or divestiture to separate any business unit, product(s) or assets to which the Agreement relates.

22. TERM AND TERMINATION FOR CONVENIENCE

22.1. Unless otherwise set forth in the applicable Order Form, the term will automatically renew for successive terms of equal length to the initial term set forth in the Order Form.

22.2. Either Party may terminate the Agreement by providing notice of termination, cancellation, or nonrenewal at least 90 days prior to the end of the then-current term.

22.3. Either Party may terminate the Agreement by notice in writing to the other Party in the event of the other Party's voluntary or compulsory liquidation, dissolution, insolvency, suspension of its payments, bankruptcy or any statutory or private composition or agreement with its creditors in order to escape a bankruptcy, or if the other Party is placed in the hands of a receiver, assignee or trustee in bankruptcy, whether voluntarily or otherwise.

22.4. For the Customer's termination to be valid, the Customer must send a notice in writing to: US.BILLING@KEEPIT.COM or the Authorized Reseller. The email must contain company name, company registration number, contact information, and a statement that the Customer wishes to terminate the Agreement.

22.5. The rights and duties of the Parties under Sections 7, 12, 13, 16, 17, 18, 22.5, 24, 25, 28 and 30 will survive the termination or expiration of the Agreement, together with any provision of applicable Supplementary Terms that expressly survives.

23. TERMINATION FOR CAUSE

23.1. Unless otherwise agreed and/or specifically stated in the Agreement, where either Party materially breaches any of its obligations under the Agreement and the breach cannot reasonably be remedied within thirty (30) days after being notified of the breach in writing, the Parties shall, in good faith, discuss the possibilities and the time frame for when such remedy can be completed. However, if the Parties cannot agree, the Party not in breach shall be entitled to terminate the Agreement with immediate effect upon written notice to the other Party, if the Party in breach has not rectified the breach within thirty (30) days after being notified of the breach. The notice shall state the nature of the breach and any claim for compensation.

23.2. Sections 22 and 23 of these Terms shall not affect the right to use other remedies applicable in case of breach.

24. WAIVER

24.1. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing. Any waiver or failure or delay enforcing any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

25. ENTIRE AGREEMENT

25.1. The Agreement constitutes the entire understanding and agreement between the Parties and supersedes and extinguishes all previous and contemporaneous understandings, agreements, proposals or representations, written or oral, between the Parties, as to the subject matter hereof.

25.2. For the avoidance of doubt, this Agreement supersedes and replaces in its entirety any non-disclosure agreement or confidentiality agreement previously entered into between the Parties, and all confidentiality obligations between the Parties shall be governed exclusively by the terms of this Agreement.

25.3. If any provision of the Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of the Agreement will remain in full force and effect. The Parties to the Agreement are independent contractors, and no agency, partnership, franchise, joint venture or employee-employer relationship is intended or created by the Agreement.

26. CHANGES TO THE AGREEMENT

26.1. If the Parties agree on changes to the Agreement, the amendments are only valid if in writing signed by both Parties. Notwithstanding the foregoing, Keepit reserves the right to update the Keepit Service Guide at any time . Any such update that would increase the Fees payable by the Customer, reduce the Customer's Entitlement or change the methodology by which consumption is measured takes effect from the commencement of the next renewal term and does not apply during the then-current Subscription Term.

27. ORDER OF PRECEDENCE

27.1. Any ambiguity, conflict or inconsistency between the documents comprising this Agreement shall be resolved according to the following order of precedence:

1. Data Processing Agreement (including any applicable addenda such as the BAA, CCPA Addendum etc.)
2. Any Supplementary Terms, in respect of an Add-On or Services to which they apply
3. Terms of Service
4. Order Form
5. Any other document (if applicable to the Agreement)

28. NOTICES

28.1. Any notice or other communication required or permitted under the Agreement and intended to have legal effect must be given in writing to the other Party at the email address set forth in the Order Form. Each Party may change its email address from time to time upon written notice to the other Party of the new email address.

29. CODE OF CONDUCT

29.1. Each Party is committed to implementing a Code of Conduct, in which the Party, as a minimum, observes the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct regarding acting in a manner that is ethical, transparent, and sustainable, respecting human rights, the environment, and fair business practices.

30. GOVERNING LAW AND JURISDICTION

30.1. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflict of laws that would require the application of the laws of a different jurisdiction. All disputes arising out of or in connection with this Agreement must be settled under the rules of the American Arbitration Association (AAA), in accordance with the rules of arbitration arranged by the American Arbitration Association. The arbitration shall take

place in New York City, New York, and shall be conducted in the English language. The arbitration award shall be final and binding on both Parties, and the Parties bind themselves to carry out the award of the arbitrator. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.