

WANPATH LLC MYWORKDRIVE SUBSCRIPTION AGREEMENT

THE SERVICES ARE PROVIDED ONLY ON THE CONDITION THAT THE SUBSCRIBER AGREES TO THE TERMS AND CONDITIONS IN THIS SUBSCRIPTION AGREEMENT (“AGREEMENT”) BETWEEN SUBSCRIBER AND WANPATH. BY ACCEPTING THIS AGREEMENT OR BY USING THE SERVICES, SUBSCRIBER ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THIS AGREEMENT.

1.0 Definitions.

“Order” means a purchase commitment mutually agreed upon between (1) Wanpath and Subscriber, or (2) a Wanpath authorized reseller and Subscriber.

“Office Online” means Microsoft Office Online subject to Microsoft’s terms of use and privacy policy.

“Permitted Capacity” means the Permitted Number of users for MyWorkDrive web file access

“Portal” means a web-based facility that is used by Subscriber to configure and manage the Services.

“Services” means MyWorkDrive File Web Access & Relay.

“Software” means Wanpath’s proprietary software applications.

“Software Upgrades” means certain modifications or revisions to the Software or services.

“Subscriber” means the individual, company, jointly owned subsidiaries and their parent company, or other legal entity that has placed an Order and registered its details on the Wanpath Portal at: <https://www.myworkdrive.com/login>

“Subscription” means a non-exclusive, nontransferable right to use MyWorkDrive File Web Access and WebDAV server relay in accordance with this Agreement and the Order.

“Subscription Fees” means the agreed upon fees in an Order.

“Subscription Term” means the agreed upon time period in an Order.

“Virus” or “Malware” means computer software or program code that is designed to damage or reduce the performance or security of a computer program or data.

“Wanpath” means Wanpath, LLC., a California Limited Liability company doing business as MyWorkDrive with its principal place of business at 605 Market Street, Suite 410, San Francisco, CA 94105, USA.

Wanpath MyWorkDrive Definitions

“Average Bandwidth Per Seat” means the total bandwidth used in the performance of MyWorkDrive hosting divided by the number of Seats.

“Permitted Number of Seats” means the number of Seats displayed as “Users” within the Subscription area of the Portal for MyWorkDrive.

“MyWorkDrive” means the Wanpath file cloud hosting transfer service including Software, Relays, Networks and Software together with applicable documentation and media.

“Seat” means each user that is authorized to access or use the Service, directly or indirectly.

“Web Content” means any data and requests for data processed by MyWorkDrive including but not restricted to that accessed using the Internet protocols HTTPS and SSH.

2.0 Subscription and Grant of Right to Use. Subject to the terms and conditions of this Agreement, Wanpath will provide Subscriber the Subscription at the Permitted Capacity set forth in the Order for the Subscription Term. Subscriber may use MyWorkDrive solely for Subscriber’s own internal business operations (not for the benefit of any other person or entity) during the Subscription Term, provided Subscriber has paid and continues to pay the Subscription Fees. Wanpath may terminate provision of the Service at the end of a Subscription Term unless Subscriber continues to pay Subscription Fees for the Service. Subscription Fees are nonrefundable. Wanpath may audit its systems to confirm Subscriber’s authorized use of the Services. Subscriber may not rent, lease or timeshare the Services or provide subscription services for the Services or permit others to do so. Subject to the terms of this Agreement, Subscriber may allow its agents and independent contractors to use the Services solely for the benefit of Subscriber; provided, however, Subscriber remains responsible for any breach of this Agreement. Any other use of the Services by any other entity is forbidden and a violation of this Agreement.

3.0 Provision of Services.

3.1 Wanpath will use commercially reasonable efforts to provide the Services for the Subscription Term.

Wanpath makes no service level commitments for MyWorkDrive hosting that is determined by Wanpath to be excessive or made available as an open file transfer site or that does not meet our minimum security requirements; (1) require a minimum password length of 8 characters for all domain users and (2) meet’s Microsoft’s definition of complexity as defined in default domain policy, may be throttled or shut down by Wanpath without notice.

3.2 If Wanpath determines that the security or proper function of the Services would be compromised due to, hacking, denial of service attacks or other activities originating from or directed at Subscriber’s network, Wanpath may immediately suspend the Services until the problem is resolved. Wanpath will promptly notify and work with Subscriber to resolve the issues.

3.3 If the Services are suspended or terminated, Wanpath will reverse all configuration changes made during Service enrollment. It is Subscriber's responsibility to make the server configuration changes necessary to remove MyWorkDrive software from all servers and client devices.

3.4 Wanpath may modify, enhance, replace, or make additions to the Services. Wanpath may use Tunneling, Relay, reverse proxy's, SSH, SSL, and other information passing through the Services for the purposes of developing, analyzing, maintaining, reporting on, and enhancing the Wanpath Services and products. Wanpath may collect statistical information for reporting purposes on number of user logins to assess compliance with subscription licensing including: Number of users logged in daily, weekly, monthly and annually.

Subscriber understands Wanpath LLC does not store, house or control customer data at any time. All files remain on subscribers own servers and all authentication is done locally by subscribers internal active directory. Wanpath LLC has no access to any logins, back-doors or authentication mechanism's to subscribers MyWorkDrive server or files and is unable to comply with any legal requests to subscribers data. If subscriber does choose to enable our Microsoft Office Online Edit feature or Cloud Connector (optional) then and only then will any data traverse our network which is in an encrypted TLS 1.2 data stream. Access to this data is locked down to Microsoft Office 365 hosts and is available only during that Office file edit session. Any files edited in Office 365 are stored in temporary encrypted memory on Microsoft's servers and are removed when file editing is complete. Microsoft requires we track summary statistical data on percentage and numbers of documents opened in Office 365. All summary reporting data is aggregated across all MyWorkDrive customers and contains no client detail data. It is reasonable to say that customer content only lives on Office Online servers during a user session. That is, a user can reasonably expect that when they end an editing session, their content will no longer live anywhere on Office Online servers once it has been saved to the customers MyWorkDrive server. The key exception here is the Office Online viewing cache. For additional information please see the following [Microsoft Office Online Considerations for security and privacy article](#).

3.5 Prior to enrollment in MyWorkDrive and at any time during the Subscription Term, Wanpath may test whether Subscriber's MyWorkDrive system is acting as an Open file share site. If Wanpath finds the system to be acting as an Open Relay through it's relay network, Wanpath will inform Subscriber and may suspend the Service until the problem is resolved.

3.6 If Subscriber is using the Services to distribute Spam or Malware, Wanpath may suspend the Services until the problem is resolved.

3.7 If in any one (1) calendar month the number of connections to MyWorkDrive secure relay network is greater than thirty thousand (30,000), Wanpath may terminate Subscriber's relay connection immediately until resolved by customer.

3.8 If in any one (1) calendar month the Average Bandwidth Per Seat flowing through the MyWorkDrive secure relay network (Office 365 relay or Cloud Connector *.myworkdrive.net) is greater than 1.00Mbps, Wanpath may terminate Subscriber's relay connection immediately until resolved by customer.

4.0 Subscriber Obligations.

4.1 Subscriber will (a) comply with all applicable laws, statutes, regulations and ordinances, (b) only use the Services for legitimate business purposes which may include sending and receiving business and personal email or Web Content by its employees, and (c) not use the Services to transmit Spam, Malware, or excessive file sharing.

4.2 Subscriber must (a) have the authority, rights, or permissions to use all servers registered to the Services, (b) obtain any necessary consents from its management.

4.3 Subscriber will defend, indemnify and hold Wanpath harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with any claims, demands, suits, or proceedings ("Claims") made or brought against Wanpath by a third party alleging or related to Subscriber's (i) violation of its obligations in this Section 4; (ii) infringement of intellectual property rights; (iii) civil or criminal offenses; (iv) transmission or posting of obscene, indecent, or pornographic materials; (v) transmission or posting of any material which is slanderous, defamatory, offensive, abusive, or menacing or which causes annoyance or needless anxiety to any other person; or (vi) transmission of information through the Service.

5.0 Intellectual Property Rights. The Services and all related intellectual property rights are the exclusive property of Wanpath or its licensors. All right, title and interest in and to the Services, any modifications, translations, or derivatives thereof, even if unauthorized, and all applicable rights in patents, copyrights, trade secrets, trademarks and all intellectual property rights in the Services remain exclusively with Wanpath or its licensors. The Services are valuable, proprietary, and unique, and Subscriber agrees to be bound by and observe the proprietary nature of the Services. The Services contain material that is protected by patent, copyright and trade secret law, and by international treaty provisions. Subscriber may not remove any proprietary notice of Wanpath or any third party. The Services include software products licensed from third parties. Such third parties have no obligations or liability to Subscriber under this Agreement but are third party beneficiaries of this Agreement. All rights not granted to Subscriber in this Agreement are reserved to Wanpath. No ownership of the Services passes to Subscriber. Wanpath may make changes to the Services at any time without notice. Except as otherwise expressly provided, Wanpath grants no express or implied right under Wanpath patents, copyrights, trademarks, or other intellectual property rights.

Protection and Restrictions.

6.1 Each party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including without limitation documents, prototypes, equipment, technical data, trade secrets and know-how, product plans, Services, services, suppliers, customer lists and customer information, prices and costs, markets, software, databases, developments, inventions, processes, formulas, technology, employee information, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information), which is designated as "Confidential," "Proprietary" or

some similar designation at or prior to the time of disclosure, or which should otherwise reasonably be considered confidential by the Receiving Party. Confidential Information may also include information disclosed to a Disclosing Party by third parties. Confidential Information shall not, however, include any information which the Receiving Party can document (i) was publicly known and made generally available prior to the time of disclosure by the Disclosing Party or an authorized third party; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party in violation of any obligation of confidentiality; (iii) is already in the possession of the Receiving Party at the time of disclosure; (iv) is lawfully obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

6.2 Subscriber will take all reasonable steps to safeguard the Services to ensure that no unauthorized person has access and that no unauthorized copy, publication, disclosure or distribution, in any form is made. The Services contain valuable, confidential information and trade secrets and unauthorized use or copying is harmful to Wanpath. Subscriber may not directly or indirectly transfer, assign, publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Services or any part thereof. Subscriber may not reverse engineer (except as required by law in order to assure interoperability), decompile, translate, adapt, or disassemble the Services, nor shall Subscriber attempt to create the source code from the object code for the Software. Any third party software included in the Services may only be used in conjunction with the Services, and not independently from the Services. Subscriber may not, and shall not allow third parties to, publish, distribute or disclose the results of any benchmark tests performed on the Services without Wanpath's prior written approval. Subscriber understands that Office Online is a Microsoft server and use of Office Online is subject to Microsoft's terms of use and privacy policy.

7.0 Limited Warranty.

7.1 For the Subscription Term, Wanpath warrants that the Services will operate in substantial conformance with the then current Wanpath published documentation under normal use. Wanpath does not warrant that: (A) the Services will be free of defects, (ii) satisfy Subscriber's requirements, (iii) operate without interruption or error, (iv) always allow or block access to or transmission of all desired connections, Malware, applications and/or files, or (v) identify every transmission or file that should potentially be allowed or blocked.

7.2 Wanpath will use reasonable efforts to remedy any significant non-conformance in the Services which is reported to Wanpath and that Wanpath can reasonably identify and confirm. Wanpath at its discretion will repair or replace any such non-conforming or defective Services, or refund a pro-rata portion of the unused Subscription Fees paid for the remainder of the then current term. This paragraph sets forth Subscriber's sole and exclusive remedy and Wanpath's entire liability for any breach of warranty or other duty related to the Services. Any unauthorized modification of the Services, tampering with the Services, use of the Services inconsistent with the accompanying documentation, or related breach of this Agreement voids the warranty. EXCEPT AS EXPLICITLY STATED AND TO THE EXTENT ALLOWED BY LAW, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES.

8.0 Limitation of Liability. WANPATH, ITS AFFILIATES, ITS LICENSORS OR RESELLERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO CLAIMS FOR LOSS OF DATA, GOODWILL, OPPORTUNITY, REVENUE, PROFITS, OR USE OF THE SERVICES, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD PARTY CLAIMS, EVEN IF WANPATH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WANPATH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO WANPATH FOR THE APPLICABLE SERVICES OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE SERVICES THAT DIRECTLY CAUSED THE LIABILITY.

9.0 Termination. This Agreement is effective until the end of the Subscription Term, or until terminated by either party. Service evaluation subscriptions are available for a period of up to thirty (15) days and are subject to the terms and conditions of this Agreement. Evaluation subscriptions may only be used to evaluate and facilitate Subscriber's decision to purchase a subscription to Services. At the end of the evaluation period, Subscriber must either pay the applicable Subscription Fees or this Agreement terminates as related to the evaluation. Subscriber's continued use of the Services after an evaluation period is subject to this Agreement. Subscriber may terminate this Agreement at any time upon notice to Wanpath by emailing support@myworkdrive.com or in writing to:

Wanpath LLC dba MyWorkDrive

605 Market Street, Suite 410

San Francisco, CA 94105

however, Subscriber is not entitled to a refund of any prepaid or other fees. Wanpath may terminate this Agreement if Wanpath finds that Subscriber has violated the Agreement. Upon notification of termination by either party, Subscriber must uninstall any Software, cease using and destroy or return all copies of the Services to Wanpath, and to certify in writing that all known copies thereof, including backup copies, have been destroyed. Sections 1, 5-9, and 13 shall survive the termination of this Agreement.

10.0 Data Privacy .Subscriber will comply with all applicable laws and regulations, including those of other jurisdictions that may apply to Subscriber, concerning the protection of personal

data. Subscriber must obtain any required employee consents addressing the interception, reading, copying or filtering of documents. Neither party will use any data obtained via the Service for any unlawful purpose.

11.0 Government Restricted Rights. The Services are provided with “RESTRICTED RIGHTS.” Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or its successor. Use of the Services by the U.S. Government constitutes acknowledgment of Wanpath’s proprietary rights therein. Contractor or Manufacturer is Wanpath.

12.0 Export. Certain Services are subject to export controls of the United States and other countries (“Export Controls”). Export or diversion contrary to U.S. law is prohibited. U.S. law prohibits export or re-export of the software or technology to specified countries or to a resident or national of those countries (“Prohibited Country” or “Prohibited Countries”). It also prohibits export or re-export of the software or technology to any person or entity on the U.S. Department of Commerce Denied Persons List, Entities List or Unverified List; the U.S. Department of State Debarred List; or any of the lists administered by the U.S. Department of Treasury, including lists of Specially Designated Nationals, Specially Designated Terrorists or Specially Designated Narcotics Traffickers (collectively, the “Lists”). U.S. law also prohibits use of the software or technology with chemical, biological or nuclear weapons, or with missiles (“Prohibited Uses”). Subscriber represents and warrants that it is not located in, or a resident or national, of any Prohibited Country; that it is not on any Lists; that it will not use the software or technology for any Prohibited Uses; and that it will comply with Export Controls.

13.0 General. For the purposes of customer service, technical support, and as a means of facilitating interactions with its end-users, Wanpath may periodically send Subscriber messages of an informational or advertising nature via email, and provide account information to related third-parties. Subscriber may choose to “opt-out” of receiving these messages or information sharing by sending an email to support@Wanpath.com requesting the opt-out. Subscriber acknowledges and agrees that by sending such email and “opting out” it will not receive emails containing messages concerning upgrades and enhancements to Services. However, Wanpath may still send emails of a technical nature. Subscriber acknowledges that Wanpath may use Subscriber’s company name only in a general list of Wanpath customers. Wanpath owns any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Subscriber relating to the Services. Subscriber may not transfer any of Subscriber’s rights to use the Services or assign this Agreement to another person or entity, without first obtaining prior written approval from Wanpath. Notices sent to Wanpath shall be sent to Wanpath LLC, 605 Market St, Suite 410 San Francisco, CA 94105. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the federal laws of the United States and the laws of the State of California, USA for all claims arising in or related to the United States, Canada, or Mexico; without regard to or application of choice of laws, rules or principles. Both parties hereby consent to the exclusive jurisdiction of the state and federal courts in San Francisco, California, USA, for all claims arising in or related to the United States, Canada or Mexico. Both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party’s reasonable control, including,

fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, disturbances to the Internet, and inability to secure materials or transportation facilities. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and the parties have not relied on any promise, representation, or warranty, express or implied, that is not in this Agreement. Any waiver or modification of this Agreement is only effective if it is in writing and signed by both parties or posted by Wanpath LLC dba MyWorkDrive at <http://www.myworkdrive.com/terms-of-service>. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as reasonably to affect the intention of the parties. Wanpath is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Wanpath.