

TERMS OF SERVICE

These Terms of Service (this “Agreement”) is entered into as of _____, 20__ (the “Effective Date”) by and between FileWave USA, Inc. (“FileWave”), and _____ (“Customer”).

RECITALS

FileWave provides software as a service, known as FileWave, and the parties have agreed that FileWave will provide such service to Customer along with related support. Therefore, in consideration of the mutual covenants, terms, and conditions set forth below, including those outlined on any applicable Order, the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as set forth below.

TERMS AND CONDITIONS

1. DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Agreement.

- 1.1. “Customer Data” means all information processed or stored through the SaaS by Customer or on Customer’s behalf. Customer data does not include payment records, credit cards or other information Customer uses to pay FileWave, or other information and records related to Customer’s account, including without limitation identifying information related to Customer staff involved in payment or other management of such account.
- 1.2. “Documentation” means FileWave’s standard manual related to use of the SaaS.
- 1.3. “Order” means an order for access to the SaaS (executed by the Customer and approved by FileWave) or a purchase order setting forth applicable pricing, the terms of which are incorporated herein by this reference.
- 1.4. “Privacy/Security Law” means privacy and security laws governing FileWave’s handling of Customer Data (if any).
- 1.5. “SaaS” means the edition and version of FileWave’s hosted software set forth in the Order Form.
- 1.6. “SLA” means FileWave’s standard service level agreement, available at: filewave.com, and incorporated herein by this reference.
- 1.7. “Term” is defined in Section 11 below.
- 1.8. “User” means any individual who uses the SaaS on Customer’s behalf or through Customer’s account or passwords, whether authorized or not.

2. THE SAAS.

- 2.1. Use of the SaaS. During the Term, Customer may access and use the SaaS pursuant to the terms of any outstanding Order, including such features and functions as the Order requires.
- 2.2. Restrictions use of the SaaS. Customer receives no title to or ownership of any copy or of the SaaS itself. Furthermore, Customer receives no rights to the SaaS other than those specifically granted in the *Use of the SaaS* subsection of this Section 2 set forth above. Without limiting the generality of the foregoing, Customer shall not: (a) modify, create derivative works from, distribute, publicly

display, publicly perform, or sublicense the SaaS; (b) use the SaaS for service bureau or time-sharing purposes or in any other way allow third parties to exploit the SaaS; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the SaaS's source code.

- 2.3. Service Levels. FileWave shall provide the remedies listed in the SLA for any failure of the SaaS listed in the SLA. Such remedies are Customer's sole remedy for any failure of the SaaS, and Customer recognizes and agrees that if the SLA does not list a remedy for a given failure, it has no remedy.
- 2.4. Documentation: Customer may reproduce and use the Documentation solely as necessary to support Users' use of the SaaS.
- 2.5. SaaS Revisions. FileWave may revise SaaS features and functions or the SLA at any time, including without limitation by removing such features and functions or reducing service levels. If any such revision to the SaaS materially reduces features or functionality provided pursuant to an outstanding Order, Customer may within 30 days of notice of the revision terminate such Order, without cause, or terminate this Agreement without cause if such Order is the only one outstanding. For clarity, any revisions resulting in added features or functions, or service enhancements may not be included in the existing SaaS and have to be purchased for an additional fee.

3. PAYMENT.

- 3.1. Subscription Fees. Customer shall pay FileWave the fee set forth in each Order (the "Subscription Fee") during the Initial Term. At the end of the Initial Term (as defined in Section 11), and after every Renewal Term (as defined in Section 11), as applicable, the Subscription Fee will be automatically updated in accordance with the Producer Price Index for final demand. Further, FileWave reserves the right to increase the Subscription Fee at the end of the Initial Term or the then-current Renewal Term, as applicable, with advanced written notice to Customer. For clarity, Customer shall pay FileWave the increased Subscription Fee for subsequent Renewal Term(s) if Customer does not provide notice of its intent not to renew the Agreement in accordance with Section 11. FileWave's invoices are due within 30 days of issuance. For late payment, Customer shall pay interest charges from the time the payment was due at the rate that is the lower of 1.5% per month or the highest rate permissible under applicable law. FileWave will not be required to refund the Subscription Fee under any circumstances.
- 3.2. Taxes. Amounts due under this Agreement are payable to FileWave without deduction and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value added tax withheld at the source. If applicable law requires withholding or deduction of such taxes or duties, Customer shall separately pay FileWave the withheld or deducted amount. However, the prior two sentences do not apply to taxes based on FileWave's net income.

4. CUSTOMER DATA & PRIVACY.

- 4.1. Use of Customer Data. FileWave shall not: (a) access, process, or otherwise use Customer Data other than as necessary to facilitate the SaaS; or (b) give Customer Data access to any third party, except FileWave's subcontractors and third-party vendors that have a need for such access to facilitate the SaaS and are subject to a reasonable written agreement governing the use and

security of Customer Data. Further, FileWave: (c) shall exercise reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data; and (d) shall comply with all Privacy/Security Laws that are applicable both specifically to FileWave and generally to data processors in the jurisdictions in which FileWave does business and operates physical facilities.

- 4.2. Additional Fees. Customer recognizes and agrees that FileWave may charge additional fees (without limitation) (a) for activities (if any) required by Privacy/Security Laws and (b) for activities Customer requests to help it comply with Privacy/Security Laws.
- 4.3. De-Identified Data. Notwithstanding the provisions above of this Section 4, FileWave may use, reproduce, sell, publicize, or otherwise exploit De-Identified Data (as defined below) in any way, in its sole discretion, including without limitation aggregated with data from other customers. ("De-Identified Data" refers to Customer Data with the following removed: information that identifies or could reasonably be used to identify an individual person, a household, or Customer.)
- 4.4. Erasure. FileWave may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 30 days or more, without limiting FileWave's other rights or remedies.
- 4.5. Required Disclosure. Notwithstanding the provisions above of this Section 4, FileWave may disclose Customer Data as required by applicable law or by proper legal or governmental authority. FileWave shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 4.6. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the SaaS, Customer assumes such risks. FileWave offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.
- 4.7. Data Accuracy. FileWave shall have no responsibility or liability for the accuracy of data uploaded to the SaaS by Customer, including without limitation Customer Data and any other data uploaded by Users.
- 4.8. Excluded Data. Customer warrants that (a) it has not and will not transmit Excluded Data (as defined below), or permit transmission of Excluded Data, to FileWave or its computers or other media and, (b) to the best of its knowledge, Customer Data does not and will not include Excluded Data. Customer shall inform FileWave of any Excluded Data within Customer Data promptly after discovery (without limiting FileWave's rights or remedies). Customer recognizes and agrees that: (i) the provisions of this Agreement related to Customer Data do not apply to Excluded Data; (ii) FileWave has no liability for any failure to provide protections in the Excluded Data Laws (as defined below) or otherwise to protect Excluded Data; and (iii) FileWave's systems are not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data. FileWave is not responsible or liable for any data exposure or disclosure or related loss to the extent that it involves Excluded Data. ("Excluded Data" means: (i) protected health information ("PHI"), as such term is defined under the Health Insurance Portability and Accountability Act of 1996; (ii) government issued identification numbers (e.g., social security numbers); or (iii) financial account numbers or credit card numbers. "Excluded Data Laws" means any law or regulation governing Excluded Data, including without limitation any law or regulation protecting privacy or security rights of Excluded Data subjects).

5. CUSTOMER'S RESPONSIBILITIES & RESTRICTIONS.

- 5.1. Acceptable Use. Customer shall not: (a) use the SaaS for service bureau or time-sharing purposes or in any other way allow third parties to exploit the SaaS; (b) provide SaaS passwords or other log-in information to any third party; (c) share non-public SaaS features or content with any third party; (d) access the SaaS in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the SaaS, or to copy any ideas, features, functions or graphics of the SaaS; or (e) engage in web scraping or data scraping on or related to the SaaS, including without limitation collection of information through any software that simulates human activity or any bot or web crawler. In the event that it suspects any breach of the requirements of this subsection, including without limitation by Users, FileWave may suspend Customer's access to the SaaS without advanced notice, in addition to such other remedies as FileWave may have. Neither this Agreement requires that FileWave take any action against Customer or any User or other third party for violating this subsection or this Agreement, but FileWave is free to take any such action it sees fit.
- 5.2. Unauthorized Access. Customer shall take reasonable steps to prevent unauthorized access to the SaaS, including without limitation by protecting its passwords and other log-in information. Customer shall notify FileWave immediately of any known or suspected unauthorized use of the SaaS or breach of its security and shall use best efforts to stop said breach.
- 5.3. Compliance with Laws. In its use of the SaaS, Customer shall comply with all applicable laws, including without limitation Privacy/Security laws.
- 5.4. Users & SaaS Access. Customer is responsible and liable for: (a) Users' use of the SaaS, including without limitation unauthorized User conduct and any User conduct that would violate the requirements of this Agreement applicable to Customer; and (b) any use of the SaaS through Customer's account, whether authorized or unauthorized.
- 5.5. Network traffic. Customer is required to take reasonable efforts to minimize hosting costs for the Cloud, arising from network traffic. Reasonable efforts include, but are not limited to, the use of booster technology if deemed necessary by FileWave.

6. IP & FEEDBACK.

- 6.1. IP Rights to the SaaS. FileWave retains all right, title, and interest in and to the SaaS, including without limitation all software used to provide the SaaS and all graphics, user interfaces, logos, and trademarks reproduced through the SaaS. This Agreement does not grant Customer any intellectual property license or rights in or to the SaaS or any of its components, except to the limited extent that such rights are necessary for Customer's use of the SaaS as specifically authorized by this Agreement. Customer recognizes that the SaaS and its components are protected by copyright and other laws.
- 6.2. Feedback. FileWave has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer, Customer's Clients, or other Users give FileWave, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict FileWave's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. Feedback will not be considered Customer's trade secret. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of FileWave's products or services.)

7. CONFIDENTIAL INFORMATION. Confidential Information Defined. “Confidential Information” refers to the following items FileWave discloses to Customer: (a) any document FileWave marks “Confidential”; (b) any information FileWave orally designates as “Confidential” at the time of disclosure, provided FileWave confirms such designation in writing within five business days; (c) the Documentation, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information Customer should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Customer’s possession at the time of disclosure; (ii) is independently developed by Customer without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Customer’s improper action or inaction; or (iv) is approved for release in writing by Customer. Customer is on notice that the Confidential Information may include FileWave’s valuable trade secrets.

- 7.1. Nondisclosure. Customer shall not use Confidential Information for any purpose other than to use the SaaS as contemplated under this Agreement (the “Purpose”). Customer: (a) shall not disclose Confidential Information to any employee or contractor of Customer unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Customer with terms no less restrictive than those of this subsection; and (b) shall not disclose Confidential Information to any other third party without FileWave’s prior written consent. Without limiting the generality of the foregoing, Customer shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Customer shall promptly notify FileWave of any misuse or misappropriation of Confidential Information that comes to Customer’s attention. Notwithstanding the foregoing, Customer may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Customer shall give FileWave prompt notice of any such legal or governmental demand and reasonably cooperate with FileWave in any effort to seek a protective order or otherwise to contest such required disclosure, at FileWave’s expense.
- 7.2. Injunction. Customer agrees that: (a) no adequate remedy exists at law if it breaches any of its obligations in this Section 7; (b) it would be difficult to determine the damages resulting from its breach of this Section 7, and such breach would cause irreparable harm to FileWave; and (iii) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that FileWave prove actual damage or post a bond or other security. Customer waives any opposition to such injunctive relief or any right to such proof, bond, or other security. (This subsection does not limit either party’s right to injunctive relief for breaches not listed.)
- 7.3. Termination & Return. With respect to each item of Confidential Information, the obligations of the *Nondisclosure* subsection of this Section 7 will terminate two (2) years after the date of disclosure; provided that such obligations related to Confidential Information constituting FileWave’s trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Customer shall return all copies of Confidential Information to FileWave or certify, in writing, the destruction thereof.
- 7.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. FileWave will retain all right, title, and interest in and to all Confidential Information.

8. REPRESENTATIONS & WARRANTIES.

- 8.1. From FileWave. FileWave represents and warrants that it is the owner of the SaaS and of each and

every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights to use the SaaS set forth in this Agreement without the further consent of any third party. FileWave's representations and warranties in the preceding sentence do not apply to use of the SaaS in combination with hardware or software not provided by FileWave. In case of breach of the warranty above in this subsection, FileWave, at its own expense, shall promptly: (a) secure for Customer the right to continue using the SaaS; (b) replace or modify the SaaS to make it noninfringing; or if such remedies are not commercially practical in FileWave's reasonable opinion, (c) refund the fees paid for the SaaS for every month remaining in the then-current Term following the date after which Customer access to the SaaS ceases as a result of such breach of warranty. If FileWave exercises its rights pursuant to subcategory (c) of the preceding sentence, Customer shall promptly cease all use of the SaaS and all reproduction and use of the Documentation and erase all copies in its possession or control. This subsection, in conjunction with Customer's right to terminate this Agreement where applicable, states Customer's sole remedy and FileWave's entire liability for breach of the warranty above in this subsection.

- 8.2. From Customer. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the SaaS; and (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.
- 8.3. Warranty Disclaimers. Except to the extent expressly set forth in the SLA and in this Section 8, CUSTOMER ACCEPTS THE SAAS "AS IS," WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) FILEWAVE HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) FILEWAVE DOES NOT REPRESENT OR WARRANT THAT THE SAAS WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) FILEWAVE DOES NOT REPRESENT OR WARRANT THAT THE SAAS IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

9. INDEMNIFICATION. Customer shall defend, indemnify, and hold harmless FileWave and the FileWave Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the SaaS, including without limitation: (a) claims by Users or by Customer's employees, as well as by Customer's own customers; (b) claims related Data Incidents (as defined below); (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the SaaS through Customer's account, including without limitation by Customer Data; and (d) claims that any use of the SaaS through Customer's account (including by Users) harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising. INDEMNIFIED CLAIMS INCLUDE, WITHOUT LIMITATION, CLAIMS ARISING OUT OF OR RELATED TO FILEWAVE'S NEGLIGENCE. Customer's obligations set forth in this Section 9 include, without limitation: (i) settlement at Customer's

expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses; and (ii) reimbursement of reasonable attorneys' fees incurred before Customers' assumption of the defense (but not attorneys' fees incurred thereafter). If Customer fails to assume the defense on time to avoid prejudicing the defense, FileWave may defend the Indemnified Claim, without loss of rights pursuant to this Section 9. FileWave will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it or a FileWave Associate admit wrongdoing or liability or subjects either of them to any ongoing affirmative obligation. ("FileWave Associates" are FileWave's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns. A "Data Incident" is any (1) unauthorized disclosure of, access to, or use of Customer Data, including without limitation Excluded Data, or (2) violation of Privacy/Security Law through Customer's account. Data Incidents include, without limitation, such events caused by Customer, by FileWave, by Customer's customers or other users, by hackers, and by any other third party.)

10. LIMITATION OF LIABILITY.

- 10.1. Dollar Cap. FILEWAVE'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO FILEWAVE IN THE TWELVE (12) MONTHS PROCEEDING THE CLAIM.
- 10.2. Excluded Damages. Except with regard to breaches of Section 7 (*Confidential Information*), IN NO EVENT WILL FILEWAVE BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 10.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS SECTION 10 APPLY TO THE BENEFIT OF FILEWAVE'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THIRD PARTY CONTRACTORS, AS WELL AS: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF FILEWAVE IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Customer acknowledges and agrees that FileWave has based its pricing on and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages in this Section 10 and that such terms form an essential basis of the bargain between the parties. If applicable law limits the application of the provisions of this Section 10, FileWave's liability will be limited to the maximum extent permissible. For the avoidance of doubt, FileWave's liability limits and other rights set forth in this Section 10 apply likewise to FileWave's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

11. TERM & TERMINATION.

- 11.1. Term. The term of this Agreement will commence on the Effective Date and continue for a period of (insert) month(s) (the "Initial Term"). Thereafter, the Term will renew for successive one (1) year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either party refuses such renewal by written notice 60 or more days before the renewal date.
- 11.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure.

- 11.3. Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the SaaS and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Sections 6 (*IP & Feedback*), 7 (*Confidential Information*), the *Warranty Disclaimers* subsection of Section 8, 9 (*Indemnification*), and 10 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

12. MISCELLANEOUS.

- 12.1. Independent Contractors. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 12.2. Notices. FileWave may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to FileWave (USA) Inc., 12125 E 65th St #361445, Indianapolis, IN 46236, and such notices will be deemed received 72 hours after they are sent.
- 12.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, epidemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control.
- 12.4. Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without FileWave's express written consent. Except to the extent forbidden in this subsection, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 12.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 12.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 12.7. Choice of Law & Jurisdiction. This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of Indiana, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Indianapolis, Indiana. This subsection governs all claims arising out of or related to

this Agreement, including without limitation tort claims.

- 12.8. Technology Export. Customer shall not: (a) permit any third party to access or use the SaaS in violation of any U.S. law or regulation; or (b) export any software provided by FileWave or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the SaaS in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).
- 12.9. Use Cases. FileWave is entitled to publish the Customer's use cases including its logo unless the Customer in advance has expressly objected to this in writing.
- 12.10. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter, including without limitation, any previous license or access agreements for the SaaS or related software provided by FileWave. Neither party has relied upon any such prior or contemporaneous communications.
- 12.11. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
- 12.12. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

[Signature Page Follows]

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

CUSTOMER

FILEWAVE USA, INC.

By: _____

(signature)

Name: _____

(print)

Title: _____

Date: _____

By: _____

(signature)

Name: _____

(print)

Title: _____

Date: _____