

FileCloud Technical Support Entitlements Terms of Service

Revision March 2025

These Terms of Service ("**Terms**") are between you, either on behalf of yourself as an individual or on behalf of an entity as its authorized representative, ("**You**" or "**Customer**") and CodeLathe Technologies Inc. dba FileCloud and its subsidiaries and affiliates (collectively referred to as "**FileCloud**") if You have an active Technical Support Subscription or Contract ("**Support**") associated with one or more FileCloud's products or services ("**Product**"). These Terms govern your initial purchase of FileCloud Support as well as any future Support renewals. These Terms apply whether your subscriptions are purchased directly from FileCloud or through FileCloud's authorized resellers, distributor, partners, or system Integrators (collectively, the "**Authorized Partners**"), except your technical support would be provided by your Service Provider if you have a support contract with your managed service providers directly.

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

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

1. Terms

FileCloud agrees to provide purchased Technical Support Entitlements for the associated FileCloud Product. Customer agrees to pay for such Support subject to the Terms herein.

2. Scope of Support

FileCloud offers various levels of support and service entitlements for Customers worldwide as detailed in Exhibit A: Support Subscription Offerings.

The Support Subscription offered by FileCloud includes:

- Diagnosing, troubleshooting, and correcting incidents with the FileCloud installation.
- Answering general information questions (How Tos).
- Resolving incidents related to licensing issues.
- Resolving technical issues faced after upgrading to a new version of FileCloud.
- Self-help user support includes the FileCloud knowledge base where solutions to common issues may be found at <https://www.filecloud.com/supportdocs/>.

The following will be considered as "out of scope" by FileCloud Support. Most of these services can be procured through FileCloud's Professional Services offerings or Authorized Partners:

- Configuration, diagnosis, and troubleshooting unrelated to FileCloud deployment.
- Customization of configuration and Support of special use cases.
- Configuration and development of "rules" in connection with retention, policies, data leak prevention, smart classification, and scripting.

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- Integration and configuration of FileCloud Product with third-party services such as ICAP Antivirus, SIEM connection, Active Directory, Single Sign-On, SMS connectivity, and Client Application MDM Configuration.
- Deployment, troubleshooting, and configuration of high availability, networking, load balancing, perimeter security, proxy, multisite/DNS, data seeding.
- Configuration and customization of FileCloud User and Administrative "Workflows."
- Initial setup of user content, data, database, and configuration backup.
- Customized or live training.

3. Contacting FileCloud

FileCloud Support can be reached via Ticket Submission Form available accessible at this link: <https://help.filecloud.com/support/index.php/en> or through login to the Customer Support Portal.

(a) Customer Support Standard operating hours

Region	Hours of Operation
Americas	10 AM – 6 PM EST, Mondays to Fridays
EMEA	9 AM – 5 PM GMT, Mondays to Fridays
APAC	9 AM – 5 PM SST, Mondays to Fridays

(b) Recording Calls: FileCloud may, at its discretion, record part or all of the calls between the Customer and FileCloud to ensure and monitor FileCloud's service quality and for training purposes. By utilizing FileCloud's Support, you consent to have your calls with FileCloud monitored and recorded.

4. FileCloud Obligations

The following FileCloud obligations require the Customer to have active and paid Support entitlements:

- FileCloud will provide Support for any Product covered by these Terms. Such Support will consist of responding to incidents to make the Product perform as described in the current Product specifications. Customer will receive Support entitlements as purchased, subject to the offerings shown in Exhibit A: Support Subscription Offerings.
- During the Support term, Customer is entitled, at no additional cost, to updated versions of Product such as bug fixes and incremental enhancements through software releases.
- Support for FileCloud Community Edition is limited to Community Support via <https://community.filecloud.com/> and not covered under these Terms.

5. Escalating a Support Case

Here at FileCloud we strive for a great customer support experience. However, you feel like you are not getting that please ask your support engineer to escalate your case.

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Possible reasons to escalate a case, but not limited to:

- Criticality of an issue
 - Site inaccessible
 - Data loss issues
- Poor support experience
 - Delayed responses
 - Time zone differences between support engineer and customer

When a case becomes escalated, we will do the following:

- Raise the priority
- Ticket review of a Senior engineer and/or ticket handover

What escalating a case does not guarantee:

- Product fixes regarding defects. FileCloud support cannot guarantee fixes
 - Product workaround will be explored in these situations
- A resolution date. Every case is different, and some need more time than others to investigate

6. Customer Responsibilities

In order to receive FileCloud Support, Customer agrees to:

- Ensure an active Support Subscription in place with FileCloud before requesting any Support. Expired Support will be referred to FileCloud Sales.
- Cooperate with and follow instructions provided by FileCloud Support.
- Provide accurate and detailed information, including the FileCloud version regarding the reported incident, with clear explanations.
- Respond in a timely manner to additional requests for information regarding the incident.
- Back up all existing data before a live session.
- Remove confidential or proprietary data from logs or any information provided to FileCloud Support.

FileCloud WILL HAVE NO LIABILITY FOR:

- Any confidential or proprietary information released to FileCloud as part of support or professional services delivery. FileCloud Support will not retain record of such information.

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- The loss of user data includes files, folders, shares, permissions, metadata, workflows, audit logs, database, database backups, application logs, search data, reports, customizations, settings, external integrations, and etc.
- And for any acts or omissions, including negligence by a third-party service provider.

7. Restrictions

Support provided by FileCloud under these Terms are limited to the Product. They are contingent upon the Customer's proper use of the Product in the application for which it was designed. Product specifications and datasheets may be found on the FileCloud website. FileCloud will not be obligated to provide any Support or to correct any malfunction, damage, or any other problem if the Product:

- Has been altered, except by FileCloud.
- Has not been installed, operated, repaired, or maintained following FileCloud instructions.
- Is deployed in a customer network configuration outside the technical scope and intended use of the Product.

FileCloud reserves the right to limit Support, including error correction services, of any Product version before the most recently released Generally Available ("GA") Product versions. For more details, please refer to FileCloud's Software Lifecycle Policy at <https://www.filecloud.com/software-lifecycle-policy>.

8. Fees and Payments

(a) Fees for the initial Support or any subsequent renewals will be due upon receipt from the invoice date. You agree to pay, using a valid credit card, bank-to-bank wire transfer, or other forms of payment which we may accept from time to time, for the charges and fees, such as recurring monthly or annual fees, set forth in the most current FileCloud pricelist (collectively, "Fees"), applicable taxes as defined below, and other charges incurred for the Support. You will pay Fees in the currency we quoted for your account (and we reserve the right to change the quoted and transactional currency). We will bill you at the start of the billing period and at the start of each subsequent renewal period. Except specifically agreed in a separate written agreement between you and FileCloud, the FileCloud Support are prepaid for the period selected and are non-refundable. This includes subscriptions that are renewed. FileCloud reserves the right to adjust renewal prices at anytime and the most current prices will take effect at the beginning of your next renewal subscription term or support period, as applicable.

(b) Fees for Upgrade: If you upgrade your FileCloud Support, the additional upgrade fees may be due at FileCloud's then-current pricing. If additional fees are due, those fees will be immediately billed to your account and will apply for the entire month in which the service upgrade occurred.

(c) Purchases through Authorized Partners: If you purchase Support through a FileCloud Authorized Partner, you owe the payment to the Authorized Partner as agreed between you and the Authorized Partner, and the payment terms described in this provision may not apply to you. You acknowledge, however, that we may terminate your entitlements to the FileCloud Support if we do not receive corresponding payments from the Authorized Partner.

(d) Applicable Taxes: Fees quoted to you, unless specified otherwise, are exclusive of applicable taxes and you will pay or reimburse FileCloud for all applicable taxes arising out of these Terms, whether assessed at the time

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of your purchase or are thereafter determined to have been due. For purposes of these Terms, applicable taxes include but not limited to any sales and use taxes, VAT, GST, export and import fees, customs duties, withholding taxes and similar charges applicable to the transactions contemplated by these Terms that are imposed by any government or authorities. You agree to promptly provide FileCloud with legally sufficient tax exemption certificates for each jurisdiction for which you claim exemption.

(e) If a customer wishes to purchase Support for a Product where the Support has lapsed on the Product, the Customer will be charged the then-current Support pricing for the forthcoming year and may be required to pay a pro-rated fee for the time period lapsed.

9. Warranty

FILECLOUD PROVIDES THE SUPPORT "AS IS," AND "AS AVAILABLE" TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FILECLOUD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. FILECLOUD SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY THAT THE SUPPORT WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

10. Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless FileCloud, its subsidiaries, affiliates, contractors, officers, directors, employees, agents, licensors, licensees, distributors, developers, content providers, and other users of the Support, from all damages, losses, liabilities, claims and expenses, including attorneys' fees, arising directly or indirectly from any third party demand or claim that any Content provided by you, or your use of the Support, in breach of infringing any patent, trademark, or copyright of a third party or misappropriates a trade secret to the extent that such misappropriation is not the result of FileCloud's actions; or violates applicable laws or these Terms. FileCloud reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and in such event, you shall have no further obligation to provide indemnification for such matter.

11. Limitation of Liability

FileCloud's sole obligation and liability hereunder is for the Support of the FileCloud Product covered under these Terms. FileCloud will have no further obligation or liability beyond such Support. To the maximum extent permitted by law, FileCloud shall not be liable for any direct, indirect, incidental, special, consequential, incidental, or punitive damages, including but not limited to lost profits, loss or corruption of data, or for cost of procurement of substitute technology arising out of the use or inability to use the Product and Support irrespective of whether FileCloud or its Suppliers has been advised of the possibilities of such damages. FileCloud's maximum liability for damages shall be limited to the Fees received by FileCloud in the 12 months before the dispute for the particular Support which caused the damage.

12. Force Majeure

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

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13. Commercially Reasonable Efforts to Scope of Support

Support extends only to uses for which the supported FileCloud Product was designed. FileCloud may refrain from providing any Support on the basis that the minimum system requirements are not met, or the technical needs or other requirements are unusual or extensive as reasonably determined by FileCloud. In some cases, FileCloud may not be able to diagnose or resolve a problem because of complications relating to the Customer's network infrastructure or its configuration. In this situation, FileCloud will provide the Customer with detailed information as to why it is not possible for FileCloud to resolve the incident. FileCloud Support is offered as commercially reasonable.

14. Geographic Limitations and Relocation

Support will be delivered to the site(s) indicated by the Customer at the time of purchase. Support is not available at all locations. Support options, including service entitlements, technical support hours, and on-site response times, will vary by geographic locations, and certain options may not be available for purchase in the Customer's location. Please contact your FileCloud sales representative for further details.

15. General Provisions

(a) In terms of Export Compliance, Governing Law, U.S. Government Rights, Grant of Publicity Rights, Assignment and other provisions not specifically called out in these Terms, FileCloud's EULA shall apply and govern.

(b) You may not assign these Terms or your rights and obligations under them, in whole or in part, to any third party without FileCloud's prior written consent.

Exhibit A: Support Subscription Offerings

FileCloud offers Base, Premium, and Extended Support Subscriptions. The Technical Support Entitlements purchased will govern access to FileCloud's Technical Support Team.

The following table details the different Technical Support Entitlements:

Support Plan	Email Support	Remote Sessions
Base	Standard Business Hours (Mondays – Fridays)	Not Applicable
Premium	Standard Business Hours (Mondays – Fridays)	Same as Email Support
Extended	24x7	24x7

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Exhibit B: Incident Severity

All Incidents will be assigned a severity rating using industry-standard definitions. The Severity is assessed by FileCloud based on Customer-provided information.

Over the course of the investigation, the Severity may need to be changed. For example, if it is determined that the issue affects more users than initially estimated, the Severity may be upgraded, and more resources will be applied to finding a solution. Conversely, if it is determined that a workaround is available, the Severity may be lowered. FileCloud Support will be responsible for changing the severity level as appropriate.

The following table outlines how each severity rating is defined:

Severity	Characteristics
High	FileCloud site is inaccessible for multiple users or administrators.
Normal	FileCloud site is inaccessible for a single user or administrator. Questions and issues related to file and content accessibility and integrity.
Low	Questions and issues related to setup and configuration of FileCloud system and key feature subcomponents.

Exhibit C: Incident Handling

Any interruption to the normal functioning of a Product is considered an incident. Inbound incidents will be handled based on the assigned severity rating. Incidents with the highest severity will be addressed first. In-process incidents, regardless of assigned Severity, will continue to be worked on, and the next problem to be actioned will be the next queued Severity 1 incident on a first-come-first-served basis.

Exhibit D: Incident Response Times

Incident response times outlined below are targets to which FileCloud will make the best effort to adhere; however certain conditions could arise that may necessarily change the target update times.

The initial response is defined as severity assignment and acknowledgment of a new incident.

An update is defined as the relay of information related to the status of an incident. It may consist of requests for additional information or troubleshooting, application of a workaround, or other action and information related to the incident.

The following table details the response times for incidents for all geographical regions:

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Base Support Plan

Severity	Standard Business Hours	Outside Regional Standard Business Hours and Weekends
High	12 Hours	Not Applicable
Normal	24 Hours	Not Applicable
Low	48 Hours	Not Applicable

Premium Support Plan

Severity	Standard Business Hours	Outside Regional Standard Business Hours and Weekends
High	4 Hours	Not Applicable
Normal	8 Hours	Not Applicable
Low	24 Hours	Not Applicable

Extended Support Plan

Severity	Standard Business Hours	Outside Regional Standard Business Hours and Weekends
High	1 Hour	1 Hour
Normal	8 Hours	8 Hours
Low	24 Hours	24 Hours

Exhibit E: Defect Workaround and Correction

FileCloud will provide Workaround and Correction Timeframes as outlined in the table below in accordance with the following definitions.

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Correction means any bug fixes, patches, workaround, or maintenance release to the Software or Documentation that fixes a Defect.

Correction Time means the time between when FileCloud accepts a support ticket from a Customer reporting a Defect as defined in these Terms and when FileCloud delivers a Correction to the Customer. Please note the issues reported need to be reproducible by FileCloud.

Defect means a failure or function impairment in the Product that is reproducible, that causes the Product, when used in accordance with the Product specifications and FileCloud's instructions, to not function in conformance with the Documentation, and that is reported to FileCloud as outlined in these Terms.

Documentation means the Product Documentation and Datasheets, either written or electronic, are made available by FileCloud to the Customer.

Workaround means any operational process, additional Software, Hardware, or Documentation that limits or circumvents the impact of a Defect, commonly referred to as a temporary fix for a Defect.

Workaround Time: This means the time between when FileCloud accepts a support ticket from a Customer reporting a Defect as defined in these Terms and when FileCloud delivers a Workaround to the Customer.

The table below shows the expected timelines for Workarounds and Corrections for Defects based on severity rating:

Severity Rating	Workaround Time	Correction Time
High	24 Hours	7 Business Days
Normal	48 Hours	14 Business Days
Low	96 Hours	21 Business Days

Exhibit F: Incident Resolution

FileCloud Support will use all commercially reasonable efforts to provide resolution as quickly as possible; however, as Customer topologies and configurations may be unique, FileCloud may not guarantee time to resolution. The resolution will be determined by the FileCloud Support working on the problem in conjunction with the Customer. The resolution information will be updated in the Incident Management System.

Exhibit G: Effect of Response Time Not Being Met by FileCloud

If, for any circumstance, the response time offered in the support plan is not met with the SLA set forth in these Terms, the maximum Service Credit to be awarded to a Customer for a validated claim related to breach of the SLA would be up to 12 months of the cost variance between the purchased support plan and the support plan below that.