

SOFTWARE LICENSE AGREEMENT

Last Updated: July 19, 2016

This software license agreement (this "Agreement") is a legal and binding agreement between you, as the "end user," and eFileCabinet, Inc. ("eFileCabinet"). Use of the software you are about to download or install indicates your acceptance of the term and conditions of this Agreement. You also agree to accept this Agreement by so indicating, or clicking, at the appropriate screen, prior to the download or installation process.

As used in this License, the term "**Software**" (with an initial capital letter) means the eFILECABINET™ software to be downloaded or installed, and any updates or revisions thereof made or provided by eFileCabinet. **IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU SHOULD SO INDICATE AT THE APPROPRIATE SCREEN AND PROMPTLY DISCONTINUE THE INSTALLATION AND DOWNLOAD PROCESS.**

30 Day Refund Policy: *Within thirty (30) days of the date you pay for the License under this Agreement, you may contact us at sales@efilecabinet.com and receive a full refund of your initial subscription purchase (does not apply to annual renewals) and unfulfilled professional services. Your right to use the Service and access or retrieve Your Data will immediately and permanently terminate with your refund request.*

Scanner Return Policy: *Scanners returned to eFileCabinet unopened and "as new" in its original packaging within 30 days from the initial invoice date can receive a refund minus a 15% restocking fee. Scanner refunds cannot be issued until the product has been received and determined that the packaging has not been tampered with. Scanners will be shipped back to eFileCabinet at the expense of the customer. All opened merchandise is considered "used equipment" and cannot be resold by eFileCabinet as new. Returns of opened merchandise will not receive a refund.*

1. Ownership. The Software and any accompanying documentation are owned by eFileCabinet or its licensors and are protected under U.S. copyright and other laws and international treaty provisions. Ownership of the Software, and all copies, modifications and merged portions thereof shall at all times remain with eFileCabinet and/or its licensors. Copies are provided to you only to allow you to exercise your rights under this Agreement. This Agreement does not constitute a sale of the Software or related documentation or any portion thereof. Without limiting the generality of the foregoing, you do not receive any rights to any patents, copyrights, trade secrets, trademarks, or other intellectual property rights in, on, or to the Software or related documentation. Rights not expressly granted to you under this Agreement are reserved to eFileCabinet.
2. User Files. Data, documents and information, which you place on the Software ("User Files"), belongs to you. eFileCabinet, including its agents, representatives, employees, officers, directors, predecessors, successors, assigns, subsidiaries, parents, affiliates, and vendors, disclaim any ownership interest in User Files.

3. Subscription Term. The initial Subscription Term will commence on the date specified in the start date field of your signed agreement and will end on the same calendar date in the final year of the subscription term. Upon the expiration of the Initial Term, this Agreement will automatically renew on an annual Subscription Term basis. Subscription Fees for any Renewal Term will be equal to the then-current number of total User subscriptions multiplied by the User subscription Fee in effect at the time of renewal, or as specified by eFileCabinet at the time of renewal. Renewal Fees for other services will be charged on an as-quoted basis. The Initial Term and any and all Renewal Term(s), if any, constitute the "Subscription Term."
4. Billing and Payment. All Fees relating to Services described herein, according to the rates indicated above, are due annually in advance upon receipt of invoice unless specified otherwise in the payment term section of the invoice. All Fees are referred to and payable in United States Dollars. eFileCabinet products are sold exclusively on a subscription basis and you will be billed for your subscription renewal on the contract anniversary date utilizing the same payment method used on your previous billing, unless eFileCabinet is notified in advance of a change in billing source or procedure. Any payment not made by the due date shall be subject to a service charge at the rate of one and one-half percent (1 ½%) per month, or if less, the highest rate permitted by law.
5. Late Payment. Past due invoices are subject to a late fee of \$25.00 and interest charges of 1.5% per month (compounded daily) on any balance more than 30 days past due, or the maximum permitted by law, whichever is less, plus all reasonable costs and expenses incurred (including reasonable attorney fees) in collecting past due amounts. Additionally, if your Payment Source is invalid on the payment due date, you will be charged a reprocessing fee of \$25.00.
6. Delinquent Accounts. Failure to make full payment for 30 (thirty) days from your payment due date will suspend your account. eFileCabinet will notify you via email if your account is placed on hold. You will then only be able to view or export your data. You will then have another 15 (fifteen) days to fulfill your payment obligations. Failure to do so will then result in the termination of your account. Once terminated you will only be able to view or export your data. If your License to use the Service is restored (by your payment in full) within that time, you may again access eFileCabinet, **otherwise you will have no access to eFileCabinet, and you will be limited to only viewing or exporting your data.**
7. Grant of License. The Software and accompanying documentation are hereby licensed to you, which means you have the right to use the Software only in accordance with the terms and conditions of this Agreement. eFileCabinet grants you a limited, annually renewable, nonexclusive, nontransferable, non-sublicensable right (the "License") to install and use one or more copies of the Software, as follows.

- (a) Single User License. Unless you have purchased a multiple user License, you are authorized to use a single copy of the Software on a single stand-alone computer (including a laptop type computer), usable by one person at a time.
 - (b) Multiple User “Floating” License. If you purchased a multiple user License, then you are authorized to permit the number of Licensed users, for which you have purchased Licenses (each with a standalone computer usable by only one user at a time), to access the Software either by:
 - (i) installing the Licensed number of copies of the Software on that number of stand-alone computers; or
 - i. (ii) installing a single copy of the Software on not more than one server, with the Software accessible concurrently by not more than the number of Licensed users; or
 - ii. (iii) by installing a copy of the Software on a computer network, on not more than one server computer, such that the installed Software may be accessed concurrently by not more than the number of Licensed users.
 - (c) Once the Software has been installed on a computer or network, it may be used on another computer or network only if it is first completely removed from the first one. The Software is considered in use on a computer when it is loaded into temporary memory or installed into permanent memory of that computer. If that computer is connected to a network such that the Software may be accessed by others, then the Software is also considered installed on a network or server computer.
8. Termination of License. This License shall remain in force so long as, and to the extent that, you remain current in the payment of all required fees and otherwise are in full compliance with this Agreement. In the event of any material breach by you of any of this Agreement, or of any failure on your part to timely pay required fees when due, the License shall automatically terminate (and any multiple user license will terminate for any number of users for which fees or renewal fees have not been paid). The License may also be terminated by you with written notice at renewal at least 30 days prior to your subscription contract end date, or by eFileCabinet, or pursuant to the provisions of any underlying master service agreement affecting your use of the Service. Subject to paragraph 6 above, immediately upon expiration or termination of the License for any reason, you shall uninstall and permanently destroy the Software and all accompanying documentation, together with all copies in any form. If the number of users of the Software under a multiple user license is reduced, then computer installations and access to the Software must be uninstalled and limited accordingly to comply with the number of authorized users under the multiple user license.

9. Scope of Use. You may not sublicense or lease the Software, or any of the accompanying documentation, to any other person, organization, or entity. You may use the Software only for your own personal use if you are an individual or for your own internal business purposes if you are a business. You may use the Software in connection with services you provide to other persons or entities, but you may not time share, or use the Software to process data for any other person or entity.
10. Nonpermitted Uses. Without the express permission of eFileCabinet, you may not directly or indirectly (i) use, copy, modify, alter, display, or transfer, electronically or otherwise, the Software or any of the accompanying documentation, except as expressly permitted in this Agreement, nor may you (ii) translate, reverse program, disassemble, decompile or otherwise reverse engineer the Software.
11. Transfer of Software License Agreement. You may transfer the Software License Agreement to another person or entity, provided that the transferee accepts wholly the terms and conditions of this Agreement. Any transfer must include all Software updates and all accessible prior versions of the Software, and all copies of the Software must be removed from your computer (or computers) and delivered to the transferee, or permanently uninstalled and destroyed.
12. Maintenance. Full payment of your annual subscription fee is required for you to access maintenance provided by our support technicians for technical issues. Maintenance includes software updates and general technical support for trouble shooting. Product installation, configuration, and training are not included in Maintenance but are available and billable according to the current pricing. So long as you remain current in the payment of all required annual subscription fees you shall be entitled to maintenance services, subject to eFileCabinet's standard maintenance terms to end users. Such maintenance terms may be modified at any time with or without notice at the sole discretion of eFileCabinet. The same maintenance terms shall be available to all users of the Software, but may differ by country or jurisdiction. If you request additional onsite maintenance services, eFileCabinet may (but shall not be obligated to) provide such services at its standard rates, plus out-of-pocket expenses.
13. Export Controls. Certain uses of the Software by you may be subject to restrictions under U.S. regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. By installing or using the Software, you are agreeing to the foregoing and you are representing and warranting to eFileCabinet that you are not located in, under the control of, or a national or resident of any such country or on any such list. The countries subject to restriction by action of the United States federal government are subject to change, and it is both eFileCabinet's and your responsibility to comply with the United States government requirements as they may be amended from time to time.
14. Privacy Policy.

- (a) eFileCabinet hereby informs you of the following eFileCabinet privacy policies. For purposes of the Services offered, Software installation, use and/or maintenance, eFileCabinet may collect or have access to non-public personal information about you and your affiliates or clients from your or your computer, including when you: purchase or register your software, use hosted servers, request help information on a particular topic, or undertake a transaction with eFileCabinet. eFileCabinet may also receive information indirectly from you or through a consumer or credit reporting agency about you.
- (b) **Use of Your Data for Statistical Purposes.** We may extract your usage data stored on eFileCabinet Servers to compile or create general statistical information of our customers and users of the Service, or to optimize the Service or our business. Such general statistical information will not include any personally identifiable information (PII), protected health information (PHI), payment card information (PCI), or any other personal information in violation of any law, regulation or government order or the rights of any person. Except as required by law, we will not use, disclose, reveal, share, or sell any PII, PHI, or PCI in your usage data (including any individual including name, address, telephone number, or email address), nor will we disclose any statistical information specific to only your usage data without your prior approval.
- (c) eFileCabinet is committed to protecting your information securely. eFileCabinet uses a variety of security technologies and procedures to help protect your information from unauthorized access, use, or disclosure. For example, eFileCabinet stores the information you provide on computers or computer servers with limited access that are located in controlled facilities. However, there are circumstances beyond eFileCabinet's control—indeed, mostly in your control as a user—where third parties may still gain access to workspace data or determine that certain users are working with one another in a workspace.
- (d) eFileCabinet does not disclose any non-public personal information about you or any of our eFileCabinet clients, former clients, or their respective affiliates and clients, to anyone, except as permitted by you, or the respective client, or as required by law.
- (e) eFileCabinet restricts access to non-public personal information about you and your affiliates or clients to those members of eFileCabinet who need to know that information to provide Services to you. eFileCabinet maintains physical, electronic, and procedural safeguards that comply with U.S. federal regulations to guard your material non-public personal information.
- (f) Each party will keep confidential information (“Confidential Information”) it may acquire as a result of this Agreement, including any customer list or

other proprietary information that it may acquire in the performance of this Agreement, confidential and shall not use such Confidential Information without the prior written consent of the other party. This requirement shall survive the termination of this Agreement.

- (g) Third Party Obligations. The parties agree that SUBSCRIBER has contractual obligations with THIRD PARTIES with respect to the data and objects being stored by eFileCabinet. Specifically, these THIRD PARTY contractual obligations set forth what data is the property of the SUBSCRIBER and the confidentiality restrictions pertaining to that data, both of which survive the termination of the SUBSCRIBER contractual agreement with the THIRD PARTY or with eFileCabinet. Accordingly, upon SUBSCRIBER's termination of their contract with THIRD PARTY, it will be the SUBSCRIBER's responsibility to fulfill any THIRD PARTY obligations for document transfer to THIRD PARTY. SUBSCRIBER agrees to comply with all THIRD PARTY contractual requirements with respect to the data and agrees that eFileCabinet may honor properly documented THIRD PARTY requests for such data. A request will be considered properly documented when a THIRD PARTY produces a signed contract from SUBSCRIBER allowing THIRD PARTY access to such data. SUBSCRIBER further agrees to hold eFileCabinet harmless and completely indemnify eFileCabinet with respects to SUBSCRIBER and THIRD PARTY disputes when data is released under such circumstances.
- (h) Third Party Requirements. SUBSCRIBER agrees that if SUBSCRIBER is an agent of a THIRD PARTY and the THIRD PARTY has set up guidelines associated with the proper use of eFileCabinet to comply with industry regulatory requirements (such as, but not limited to i.e., SEC, FINRA or HIPAA Regulations), SUBSCRIBER will follow THIRD PARTY guidelines and will hold eFileCabinet harmless from and completely indemnify eFileCabinet with respect to SUBSCRIBER and THIRD PARTY disputes regarding SUBSCRIBER'S adherence to said guidelines.

15. Security of Your Data and Information Stored in the Backup Cloud View Feature.

- (a) Commitment; Technology Protections. We are committed to protecting your information and Your Data securely. We use a variety of security technologies and procedures to help protect your information from unauthorized access, use, or disclosure. For example, we store Your Data and the information you provide on computers or computer servers with limited access that are located in controlled facilities (see Section 3, About eFileCabinet Servers). You understand that for purposes of technical support of the Service and the services we provide you, and our customers, some of our technical personnel with an eFileCabinet security clearance must have access to Your Data. However, eFileCabinet has confidentiality agreements that prohibit its employees with such security clearance from

accessing Your Data except for technical purposes to fulfill our obligations to you and to support, update, and improve the Service and products of eFileCabinet, and for purposes of this Section 9.4.

- (b) Data Encryption and Backup. The Service secures Your Data via SSL verification and TLS authentication and is encrypted with 256-bit AES encryption during transmission. Your Data is then stored on secure servers utilizing 256-bit AES encryption. Not all computer software or mobile media devices encrypt streaming files, so you should be careful what hardware and software you use to access the Service and transmit and retrieve Your Data. We maintain a redundant backup of Your Data on eFileCabinet Servers at two or more different locations to minimize the possibility of data loss.
- (c) Investigation of Your Data. eFileCabinet (through its employees with our security clearance) have the unfettered right to fully investigate and prosecute allegations of violation by you of Section 7, including without limitation possible infringement of any intellectual property rights, security breaches, and interferences, and to involve, assist, and cooperate with law enforcement authorities and initiate criminal prosecution to the fullest extent of the law. This may include accessing and decrypting Your Data.
- (d) Compliance with Agreement and Law Enforcement. Although we have no obligation to monitor your access to or use of the Service, we have the right to do so for the purpose of managing, operating, and optimizing the Service for business optimization, and to ensure your compliance with this Agreement and applicable laws, including any order or requirement of a court, or governmental agency or authority. We reserve the right to disclose, in our sole discretion, any of Your Data as necessary to (a) satisfy any law, regulation, or legal and lawful governmental request or investigation, or (b) reduce or prevent what we consider to be, in our sole discretion, a serious or imminent threat to your health, safety, or property, or the health, safety, or property of another. For example, if law enforcement officials legally require access to Your Data, we will remove any eFileCabinet encryption from Your Data and provide it to them.
 - i. This Section shall not restrict any disclosure pursuant to any law, including any securities law, or pursuant to a subpoena, court or other compulsory process, but in any such case where eFileCabinet is required to make such disclosure of data, eFileCabinet shall, to the extent lawfully permitted to do so, give prompt notice to the Customer of the disclosure requirement or order so that the Customer may seek appropriate protective orders or similar relief.
- (e) Access through Third Party Apps. If you choose to access the Service through a third-party application, you should appreciate that such action has

security risks that may or may not be disclosed in their privacy policies. For example, third-party applications and interfaces, or insecure networks, may not encrypt Your Data when you transmit, retrieve or access it, and they might collect information from you, and might use that information in ways objectionable to you. You should be sure you are comfortable with the privacy and security measures of any third-party application, interface or network you use to access the Service.

- (f) Use of Your Data for Statistical Purposes. We may extract your usage data stored on eFileCabinet Servers to compile or create general statistical information of our customers and users of the Service, or to optimize the Service or our business. Such general statistical information will not include any personally identifiable information (PII), protected health information (PHI), payment card information (PCI), or any other personal information in violation of any law, regulation or government order or the rights of any person. Except as required by law, we will not use, disclose, reveal, share, or sell any PII, PHI, or PCI in your usage data (including any individual including name, address, telephone number, or email address), nor will we disclose any statistical information specific to only your usage data without your prior approval.

16. Limited Warranty.

- (a) eFileCabinet warrants to you, the original end user, that the Software will perform substantially in accordance with the accompanying documentation. eFileCabinet does not warrant that the Software is error-free or that the Software will operate without interruption. This Limited Warranty extends for sixty (60) days from the date the Software is paid for or first installed or used, whichever occurs first.
- (b) eFileCabinet does not warrant any maintenance services that may be provided to you.
- (c) This Limited Warranty does not apply to any Software that has been altered, damaged, abused, misapplied, or used other than in accordance with this Agreement and any instructions included on the Software or in accompanying documentation.
- (d) **EFILECABINET SPECIFICALLY DISCLAIMS LIABILITY OR RESPONSIBILITY OF ANY KIND FOR DEFECTS, ERRORS, OR OTHER MALFUNCTIONS THAT ARE ATTRIBUTABLE IN WHOLE OR IN PART TO ANY COMPUTER HARDWARE OR SOFTWARE THAT IS NOT PRODUCED OR SOLD BY EFILECABINET, INCLUDING BUT NOT LIMITED TO ANY INCOMPATIBILITY OF THE SOFTWARE WITH ANY COMPUTER HARDWARE OR SOFTWARE THAT IS NOT PRODUCED OR SOLD BY EFILECABINET. YOU AGREE THAT EFILECABINET IS**

NOT A “FINANCIAL INSTITUTION” UNDER THE GRAMM-LEACH-BLILEY ACT.

- (e) For any breach of this Agreement by eFileCabinet, including under the Limited Warranty, eFileCabinet’s entire liability, and your exclusive remedy, shall be the repair or replacement of any Software that fails to conform to this Limited Warranty or, at eFileCabinet’s option, return of the license fees paid by you for the Software. eFileCabinet shall have no liability under this Limited Warranty unless the Software is returned to eFileCabinet, or its authorized representative, with a copy of your purchase receipt, within the warranty period. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.
- (f) **THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPATIBILITY OF HARDWARE AND SOFTWARE, AND WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.**
- (g) **THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, YOU MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.**

17. Indemnity. You agree to defend, indemnify, and hold harmless eFileCabinet and its shareholders, officers, directors, affiliates, employees, attorneys, resellers, partners and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal, accounting, and computer or systems engineer fees, arising out of or in any way connected with your access to or use of the Service, or any Third Party application associated with this Software, or your violation of this Agreement, including without limitation third party claims that any User Files submitted to the Software by or through you infringes or misappropriates any intellectual property right, privacy rights, publicity rights, or moral rights of any third party.

18. Limitation of Liability. Except for a return of the license fees under the circumstances provided under the Limited Warranty, **NEITHER EFILECABINET, NOR ITS LICENSORS SHALL IN ANY EVENT BE LIABLE FOR ANY MONEY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, MALPRACTICE, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS. IN NO EVENT SHALL EFILECABINET'S LIABILITY RELATED TO ANY OF THE SOFTWARE EXCEED THE LICENSE FEES ACTUALLY PAID BY YOU FOR THE SOFTWARE.** Without limiting the generality of the foregoing, eFileCabinet shall not be liable for losses

arising out of any business interruption, any loss of business profits, or loss of business information caused by or in any way related to the use of, or inability to use, the Software, even if eFileCabinet has been advised of the possibility of such losses. **Because some jurisdictions or states do not allow the exclusion or limitation of liability for incidental or other damages, some parts of the above limitation may not apply to you.**

19. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties pertaining to its subject matter and the Software, and it supersedes any and all written or oral agreements previously existing between the parties with respect to such subject matter.
20. Relationship. Nothing in this Agreement shall constitute a partnership, joint venture, or franchise between you and eFileCabinet.
21. Amendment and Modification. No modification or amendment of this Agreement shall be binding unless executed in writing by you and the President of eFileCabinet.
22. Waiver. No waiver shall be effective unless it is in writing and signed by a duly authorized signatory of the party against whom enforcement is sought.
23. Assignment. Except as specifically provided herein, this Agreement may not be assigned by you. eFileCabinet may assign this Agreement without notice to you at any time.
24. Choice of Law/Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict of laws provisions. Each of the parties consents to the exclusive jurisdiction and venue of the federal courts located in the Salt Lake County, State of Utah for all matters relating to this Agreement and agrees that all litigation relating to this Agreement shall take place in said courts and location. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded from this Agreement and from any transaction that may be implemented in connection with this Agreement.
25. Severability. If any provision of this Agreement is invalid under applicable law, such provision shall be limited, narrowed, construed and altered as necessary to render it valid, but only to the extent necessary to achieve such validity. If necessary, the invalid provision shall be eliminated from this Agreement. The remaining provisions of this Agreement shall remain in full force and effect.
26. Interpretation. The headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

27. English Language. This Agreement is written in, and shall be governed by, the English language. In the event of any conflict between the English language version of the Agreement and any translation of this Agreement into any other language, this English language version shall control.

28. U.S. Government Restricted Rights. If you are acquiring the Software on behalf of any unit or agency of the United States Government, the following provision applies: It is acknowledged that the Software and the documentation were developed at private expense and that no part is in the public domain and that the Software and documentation are provided with restricted rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is eFileCabinet, Inc., 3300 North Ashton Boulevard, Suite 400, Lehi, Utah 84043.

29. Maintenance Terms.

- (a) Scope. These Maintenance Terms state the terms on which eFileCabinet will provide maintenance services to users of the Software. These Maintenance Terms may be modified at any time in the sole and exclusive discretion of eFileCabinet without notice to you.
- (b) Entitlement to Maintenance Services. You, the end user of the Software, are entitled to maintenance services, including updates, subject to these Maintenance Terms so long as you are current in the payment of all required annual subscription payments or any other applicable annual license renewal or annual maintenance plan fees, and in full compliance with all of the terms of this Software License Agreement.
- (c) Updates. Updates of the Software will be provided as and when available generally to users of the Software in your country or jurisdiction.
- (d) Technical Information. eFileCabinet will make available to you such technical information relating to the Software as it makes available to its other customers generally.
- (e) Telephone Support. Telephone support is generally available during regular business hours on business days and is subject to the availability of eFileCabinet's personnel. Ordinarily, eFileCabinet will endeavor to respond to requests for support within four (4) business hours. Additional information and a full listing of additional Support options are located at <http://support.efilecabinet.com/>.
- (f) Remote Access Technical Support. To facilitate installation, training, sign-up, maintenance, troubleshooting activities, or support, you may grant

eFileCabinet access to your computers and equipment, including servers, by giving your permission electronically to engage in on demand remote connectivity with your equipment and computers. You are responsible for maintaining a complete backup of all of your software and electronic data prior to granting such access to eFileCabinet. You warrant to eFileCabinet that you have done so by requesting support. Unless eFileCabinet is specifically notified in writing by you, eFileCabinet may reasonably assume your employees are duly authorized to grant eFileCabinet remote connectivity access as described in this paragraph. You further agree to hold eFileCabinet harmless from any injury, liability, loss, or damages incurred during such activities.

- (g) Limitation on Maintenance Commitment. eFileCabinet is not responsible for problems relating to computer hardware or software that is not produced or sold by eFileCabinet, including but not limited to any incompatibility of the Software with any computer hardware or software that is not produced or sold by eFileCabinet.
- (h) No Warranty. **SUPPORT UNDER THESE MAINTENANCE TERMS IS PROVIDED “AS IS” AND “WHERE IS”. EFILECABINET DOES NOT WARRANT ANY OF ITS MAINTENANCE SERVICES, TRAINING, SET UP, TROUBLESHOOTING OR SUPPORT. EFILECABINET EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COMPATIBILITY. EFILECABINET DOES NOT REPRESENT OR WARRANT THAT SERVICES PROVIDED UNDER THESE MAINTENANCE TERMS WILL CAUSE THE SOFTWARE TO BE ERROR-FREE OR TO OPERATE CONTINUOUSLY, EFFICIENTLY, OPTIMALLY, OR WITHOUT INTERRUPTION, PARTICULARLY ON ANY OTHER SYSTEM OR NETWORK.**
- (i) Limitation of Liability. The basic maintenance services provided to users of the Software in your jurisdiction or country is a service offered by eFileCabinet. Accordingly, **YOUR SOLE REMEDY FOR ANY FAILURE OF MAINTENANCE SERVICES PROVIDED HEREUNDER TO RENDER THE SOFTWARE FULLY FUNCTIONAL TO YOUR REASONABLE SATISFACTION SHALL BE THE PERFORMANCE OF ADDITIONAL MAINTENANCE SERVICES HEREUNDER, OR AT EFILECABINET’S OPTION TO REFUND THE PURCHASE PRICE OF THE LICENSE TO THE SOFTWARE.**
- (j) Cooperation. As a condition to receiving maintenance services or support, you agree to exercise your reasonable best efforts to cooperation with and to assist eFileCabinet in documenting and understanding any problems and

in performing or appropriate maintenance services including installing and testing any replacement Software.