

Nasuni Community Terms of Use

Effective: October 24, 2019

Welcome to the Nasuni Community Portal! The Nasuni Community is made up of Nasuni customers and employees and serves as a go-to destination for Nasuni product know-how and documentation, peer-to-peer support and interaction, Nasuni Support case views, and thought leadership on best practices. We hope users learn from each other and are able to build their influence and profile on the Nasuni Community Portal.

These Nasuni Community Terms of Use are the terms that apply to your use of the Nasuni Community Portal website and Nasuni Community Portal services. Each user of the Nasuni Community Portal agrees to abide by these Community Terms and is responsible for any violations. You are not allowed to assist or engage others in a way that would violate these Community Terms.

Please read these Community Terms carefully before you start accessing or using the Nasuni Community Portal. By accessing or using the Nasuni Community Portal, you agree to these Community Terms and to be bound by them. If you do not agree to these Community Terms, do not access or use the Nasuni Community Portal.

We reserve the right to modify these Community Terms at any time with or without prior notice. Your use of the Nasuni Community Portal following any such modification constitutes your agreement to these Community Terms as modified. The last date these Community Terms were revised is set forth above.

1. Definitions

"Community Content" means all content, including without limitation, language, data, information, and images, provided through or disclosed by use of the Nasuni Community Portal, whether by us, our customers, or other users of the Nasuni Community Portal. Community Content does not include Your Content.

"Community Terms" means these Nasuni Community Portal Terms of Use and all materials referred or linked to in here.

"Nasuni", "we", "us" or "our" means Nasuni Corporation and its affiliates.

"Nasuni Community Portal" means the online community accessible at community.nasuni.com.

"Sensitive Information" means credit or debit card numbers; personal financial account information; social security numbers; social insurance numbers; passport numbers; driver's license numbers or similar identifiers; employment, financial or health information, including any information subject to regulations, laws or industry standards designed to protect data privacy and security, including but not limited to the General Data Protection Act, the Health Insurance Portability and Accountability Act and the Payment Card Industry Data Security Standards.

"Third-Party Products" means products and services that are provided by third parties which may interoperate with or be used in connection with the Nasuni software, products or services.

"Third-Party Sites" means third-party websites linked from within or accessed through the Nasuni Community Portal.

"You" or "your" means the person or entity using the Nasuni Community Portal.

"Your Content" means all content, including without limitation, language, data, information, and images, that you provide or disclose through the use of the Nasuni Community Portal.

2. Access to the Nasuni Community Portal

We will provide you with access to the Nasuni Community Portal according to these Community Terms. We may use third-party service providers to provide some or all of the Nasuni Community Portal. In order to access and use the Nasuni Community Portal, you may be required to establish a username with a third party service provider, and you grant us the right to share the information necessary to enable your use of the Nasuni Community Portal with our third party service providers.

You may not use a username that: (i) belongs to someone else, (ii) impersonates another person, (iii) is misleading, (iv) violates any intellectual property or other proprietary rights, (v) is vulgar or offensive, (vi) uses 'Nasuni' as all or part of it, unless we provide specific written permission to you to do so, or (vii) we reject, which we may do in our discretion. All information you provide in your profile must be accurate. If you believe your access to or use of the Nasuni Community Portal has been breached, compromised, or unauthorized, notify us immediately at community@Nasuni.com.

3. Your Conduct and Content

a. Community Standards. Your use of the Nasuni Community Portal is subject to minimum standards of conduct which we may post on the Nasuni Community Portal ("Community Standards"). We may change the Community Standards from time to time. You agree to abide by the Community Standards, including as modified.

b. No Confidential and/or Personal Information. The Nasuni Community Portal is meant for public discussion, so you may not disclose or solicit anyone's private information or disclose anyone's confidential information. You are responsible for the use by third parties of any personal information that you disclose to the Nasuni Community Portal, whether or not you permitted or intended such use. This means that no private, personal or confidential information should be exchanged within the Nasuni Community Portal. Users may be permitted to include a link as part of their signature information, which another user may click to leave the Nasuni Community Portal and obtain or share additional information. If you share your information by following one of these links, then you grant us the right to further share your information with trusted partners so that they may contact you about inbound marketing or sales service offerings.

c. Acceptable Use. You will use the Nasuni Community Portal for its intended purpose only and will not use it for solicitation or advertising purposes, unless we specifically agree in writing that you may do so. Your Content should typically relate the Nasuni software, products and services and their use and best practices.

d. Unacceptable Use. You are not permitted to sell, rent, lease, assign, sublicense, distribute, transmit, broadcast, commercially exploit, grant a security interest in, or otherwise transfer any right in the Nasuni Community Portal or Community Content. In addition, and without limiting the other requirements in this Community Terms, you may not (directly or indirectly) use the Nasuni Community Portal with content or in a manner that:

- violates this Agreement;
- is confidential, proprietary or discloses personal information or Sensitive Information;
- discloses or solicits the private information of any person;
- is threatening, abusive, harassing, stalking, or defamatory;
- is deceptive, false, misleading or fraudulent;
- is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity);
- contains vulgar, obscene, indecent or unlawful material;
- infringes a third party's intellectual property right(s);

- publishes, posts, uploads, or otherwise distributes any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you have all necessary rights and consents to do so;
- uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer;
- downloads any file that you know, or reasonably should know, cannot be legally distributed in that way;
- falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded;
- restricts or inhibits any other user of the Nasuni Community Portal from using and enjoying our website and/or the Nasuni product;
- harvests or otherwise collects information about others, including e-mail addresses, without their consent;
- damages, disables, overburdens, or impairs any Nasuni website or interferes with any other party's use and enjoyment of the Nasuni Community Portal;
- mirrors or frames the Nasuni Community Portal website, or any part of it, on any other website or webpage;
- attempts to gain unauthorized access to the Nasuni Community Portal, or access the Nasuni Community Portal by any means other than through the interface that we provide to you;
- violates the usage standards or rules of an entity affected by your use, including without limitation, any ISP, ESP, or news or user group (and including, by way of example, and not limitation, circumventing or exceeding equipment use rights and restrictions and/or location and path identification detail);
- is legally actionable between private parties; and/or
- is in violation of any applicable law or regulation.

e. **Suspension and Notice of Violations.** We may immediately suspend use of the Nasuni Community Portal without notice for actual or suspected violations of these Community Terms. If you become aware of usage that is in violation of this Agreement, please let us know by contacting us at community@Nasuni.com.

f. **Claims of Copyright Infringement.** We respect the intellectual property rights of others, and we ask our users to do the same. We may, in our sole discretion, suspend the access or terminate the accounts of users who we believe violate others' intellectual property rights. If you believe that your work has been copied in a way that constitutes infringement on the Nasuni or any Nasuni website, please follow the steps and provide the information as detailed in the 'Claims of Copyright Infringement' policy set forth below.

g. **Our Use of Your Content.** You grant to us all rights, licenses and permissions necessary to display, reproduce, disseminate, and otherwise use Your Content in connection with the Nasuni Community Portal. We may edit or remove Your Content, or block or disable replies on a topic, at any time in our sole discretion.

4. Nasuni's Proprietary Rights

You are not granted a license to any Nasuni or third-party software, products or services by these Community Terms. The Nasuni software, products and services are protected by intellectual property laws, they belong to and are the property of Nasuni or its licensors (as applicable) and we retain all ownership rights to them. We also retain all rights in our trademarks, which include the Nasuni name, logo and other Nasuni marks. You may not use any of Nasuni's trademarks or service marks without our prior written permission.

You may access and use the Nasuni Community Portal to comment on the Nasuni products, provide suggestions for improving them, and vote on suggestions made by others. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Nasuni products, without payment or attribution to you.

5. Third-Party Sites and Products

Third-Party Products and Third-Party Sites are not under our control. Third-Party Sites and Products are provided to you only as a convenience, and the availability of any Third-Party Site or Product does not mean we endorse, support or warranty the Third-Party Site or Product.

6. Term and Termination

a. Term. This Agreement will apply for as long as you use or maintain a username for the Nasuni Community Portal.

b. Termination and Suspension. We may terminate this Agreement and/or suspend your access to the Nasuni Community Portal immediately if you: (i) violate any of the terms of this Agreement, (ii) use the Nasuni Community Portal in a way which has or may negatively reflect on or affect us, our prospects, our customers, or any other person, or (iii) if we determine it to be necessary or desirable in our sole discretion. We are not obligated to provide you with any of Your Content used in connection with the Nasuni Community Portal after termination. Termination or expiration of this Agreement will not terminate your agreement to use the Nasuni software, products and services, if you have one.

7. Your Representations and Warranties

You represent and warrant that: (i) your participation in the Nasuni Community Portal will not conflict with any of your existing agreements or arrangements, (ii) you have sufficient rights to share all Your Content with us for our use and with other users of the Nasuni Community Portal, and that you are not violating any confidentiality obligations by submitting Your Content to the Nasuni Community Portal, and (iii) that Your Content does not violate or constitute the infringement of any intellectual property right, right of privacy, right of publicity or other proprietary right. You further represent and warrant that you are who you say you are, that you have not submitted fictitious, false or inaccurate information about yourself, and that all information contained in the Your Content is true and your own work or work you are authorized to submit, and that Your Content does not and will not contain any threatening, harassing, libelous, false, defamatory, offensive, obscene, or pornographic, material, or other material that would violate any other applicable law or regulation. You agree that you will not knowingly and with intent to defraud provide material and misleading information. You represent and warrant that Your Content does not violate these Community Terms.

8. Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party to the extent that such Action is based upon or arises out of (a) your use of the Nasuni Community Portal, (b) your disclosure or solicitation of personal information, (c) any use of personal information that you disclosed, whether this use is by you or a third party, (d) your noncompliance with or breach of this Agreement, or (e) your use of Third-Party Products or Third-Party Sites. We will notify you in writing promptly upon becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

9. Disclaimers; Limitations of Liability

a. Disclaimer of Warranties. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE NASUNI PRODUCTS OR SERVICES, THE NASUNI COMMUNITY PORTAL,

OR THE COMMUNITY CONTENT FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE NASUNI COMMUNITY PORTAL IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. NASUNI DOES NOT GUARANTEE OR WARRANT THAT THE NASUNI COMMUNITY PORTAL, THE NASUNI CONTENT, OR ANY OTHER INFORMATION OR FILES MADE AVAILABLE THROUGH THE NASUNI COMMUNITY PORTAL WILL BE FREE OF INFECTION BY SOFTWARE VIRUSES OR OTHER HARMFUL COMPUTER CODE, FILES OR PROGRAMS. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE NASUNI COMMUNITY PORTAL AND THE COMMUNITY CONTENT, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE NASUNI COMMUNITY PORTAL AND COMMUNITY CONTENT MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.

b. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

c. Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO FIVE HUNDRED DOLLARS.

d. Third Party Products and Sites. WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS AND THIRD-PARTY SITES THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE NASUNI COMMUNITY PORTAL TO YOU.

10. General

a. Amendment; No Waiver. We may update and change any part or all of these Community Terms. If we update or change these Community Terms, the updated Community Terms will be posted at www.community.nasuni.com. The updated Community Terms will become effective and binding on the day it is posted. When we change these Community Terms, the date first set forth above will be updated to reflect the date of the most recent version. We encourage you to review this site periodically for updates in the Community Terms. If you do not agree with a modification to the Community Terms as modified, you should not stop accessing or using the Nasuni Community Portal.

b. Applicable Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws provisions. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Boston, Massachusetts.

c. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

d. Relationship of the Parties. Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

e. Compliance with Applicable Laws. You shall comply with all applicable foreign and domestic laws (including without limitation, export laws), governmental regulations, ordinances, and judicial administrative orders. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Community Content. The Nasuni software, products, services and related information technology is subject to U.S. export controls and may not be (a)

activated, accessed or downloaded in or transferred, exported or re-exported to any embargoed or sanctioned country, currently Cuba, Crimea, Iran, North Korea, Sudan, Syria (or to a citizen or permanent resident of these countries located outside of the United States), or (b) downloaded by or made available to any person on the U.S. Specially Designated Nationals List, Denied Persons List, or Entity List. By accessing and/or using Nasuni Community Portal, you represent and warrant that you are not located in the aforementioned countries or a person referenced above, or under the control of or acting on behalf of any person that is.

f. **Correction of Errors and Inaccuracies.** The Community Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update the Community Content and Your Content at any time without prior notice. We do not guarantee that any errors, inaccuracies or omissions will be corrected.

g. **Severability.** If any part of these Community Terms is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Community Terms will continue in effect.

h. **Notices.** Notice will be sent to the following contact address (as such may be changed by notice given to the other party) and will be deemed delivered as of the date of actual receipt.

To Nasuni Corporation: Nasuni Corporation, One Marina Park Drive, Boston, MA 02210, U.S.A.
Attention: General Counsel

To you: the address as provided in our account information for you. We may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

i. **Entire Agreement.** These Community Terms contain the entire agreement between us for the Nasuni Community Portal and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. It is the express wish of both you and us that these Community Terms and all related documents be drawn up in English. We might make versions of these Community Terms available in languages other than English. If we do, the English version of the Community Terms will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of the Community Terms.

j. **No Third-Party Beneficiaries.** Nothing in these Community Terms, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

k. **No Licenses.** We grant to you only the rights and licenses expressly stated in these Community Terms, and you receive no other rights or licenses with respect to us, the Nasuni software, products or services, our trademarks, or any other property or right of ours.

l. **Authority.** The Nasuni Community Portal is available only to users 18 years of age and older. By accessing or using the Nasuni Community Portal, you warrant and represent that you have full power and authority to enter into these Community Terms and that you are of a legal age to form a binding contract with Nasuni.

m. **Survival.** The following sections shall survive the expiration or termination of the Community Terms: 'Nasuni's Proprietary Rights', 'Your Representations and Warranties', 'Indemnification', 'Disclaimers; Limitation of Liability', and 'General'.

[END]

Claims of Copyright Infringement

1998 Digital Millennium Copyright Act (DMCA) Notices

Nasuni respects the intellectual property rights of others, and we ask our users to do the same. Nasuni may, in its sole discretion, suspend the access or terminate the accounts of users of Nasuni's websites, including the Nasuni Community Portal site, who violate others' intellectual property rights. If you believe that your work has been copied in a way that constitutes infringement on any of Nasuni's websites, please provide the following information to Nasuni's Copyright Agent.

Contact Nasuni:

The Nasuni Copyright Agent for notice of claims of copyright infringement on or relating to Nasuni's websites ("Notifications") can be reached either by sending an e-mail to legal@Nasuni.com or by sending a letter via U.S. Mail to: Nasuni Corporation, One Marina Park Drive, Boston, MA 02210 USA, Attn: General Counsel.

Submission of Notification:

To be effective, the Notification must include the following:

- 1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed ("Complaining Party");
- 2) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Nasuni to locate the material;
- 4) Information reasonably sufficient to permit Nasuni to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- 5) A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6) A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Receipt of Notification:

Upon receipt of the written Notification containing the information as outlined in 1 through 6:

- 7) Nasuni will remove or disable access to the material that is alleged to be infringing;
- 8) Nasuni will forward the written notification to such alleged infringer (the "Alleged Infringer");
- 9) Nasuni will take reasonable steps to promptly notify the Alleged Infringer that it has removed or disabled access to the material.

Counter Notification:

An Alleged Infringer may submit a Counter Notification to contest the claim of alleged infringement. To be effective, a Counter Notification must be a written communication provided to Nasuni's Copyright Agent that includes substantially the following:

- 10) A physical or electronic signature of the Alleged Infringer;
- 11) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- 12) A statement under penalty of perjury that the Alleged Infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- 13) The Alleged Infringer's name, address, and telephone number, and a statement that the Alleged Infringer consents to the jurisdiction of Federal District Court for the judicial district in which the Alleged Infringer's address is located, or if the Alleged Infringer's address is outside of the United

States, for any judicial district in which Nasuni may be found, and that the Alleged Infringer will accept service of process from the person who provided notification or an agent of such person.

Receipt of Counter Notification:

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above:

- 14) Nasuni will promptly provide the Complaining Party with a copy of the Counter Notification;
- 15) Nasuni will inform the Complaining Party that it will replace the removed material or cease disabling access to it within ten (10) business days;
- 16) Nasuni will replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the Counter Notification, provided Nasuni's Copyright Agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain Alleged Infringer from engaging in infringing activity relating to the material on Nasuni's network or system.
