

THIS DOCUMENT, ALSO REFERRED TO AS TERMS, TERMS AND CONDITIONS, TERMS OF SERVICE, LICENCE AGREEMENT, END USER LICENSE AGREEMENT AND EULA DESCRIBES THE TERMS AND CONDITIONS WHICH YOU AS THE INDIVIDUAL OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE (REFERENCED BELOW AS "YOU" OR "YOUR") ARE BOUND TO COMPLY WITH BY ACCESSING OR USING ANY OF FILEFLOW AS PRODUCTS OR SERVICES. FILEFLOW AS IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT AND COMPLY WITH THE WRITTEN INSTRUCTIONS IN THIS DOCUMENT. READ THIS DOCUMENT CAREFULLY BEFORE USING THE SOFTWARE AND SERVICES. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND FILEFLOW AS. BY SIGNING AN AGREEMENT WITH FILEFLOW AS, CHECKING THE BOX THAT YOU AGREE TO THE TERMS OR BY CLICKING THE "I AGREE" OR "YES" BUTTON OR USING THE SERVICE OR INSTALLING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "CANCEL", "NO" OR "CLOSE WINDOW" BUTTON DURING INSTALLATION AND INFORM FILEFLOW AS OR YOUR DISTRIBUTOR OR RESELLER AS SOON AS POSSIBLE.

The Corporation

The corporation or company refers to Fileflow AS, Norwegian registered company number 996187322, also referred to in this document as Fileflow.

The user

The End User, also referred to as the user or you, is the individual that will be utilizing the Product or Service.

<http://www.fileflow.com/>

This is the visiting website of Fileflow AS and may hereafter be referred to as Fileflow's homepage or website. The Terms and Conditions Agreement published on Fileflow's homepage take precedence over what is stated in this document, and will at all times describe the obligations to which you as the end user are to comply with.

<https://www.fileflow.com/>

The personal customer portal, also known as MyFileflow, which is an individual customer account where you may use your Product or Service, download your software applications and access resources related to your products online, extend and manage individual Fileflow product licences.

Fileset

A fileset represents a collection of one or several digital data files, or folder structures, being sent or received.

File transfer

File transfer is the term for the act of sending and receiving digital data files or folder structures over a computer network.

Online Backup

A remote, online, or managed backup service is a service that backs up and stores computer files. Online backup is built around the Fileflow Backup client software application.

Storage

All transferred (sent or received) filesets are stored on a Fileflow server for a limited period of time, specified in your MyFileflow portal and email notifications - usually fourteen (14) days, or otherwise is stated in the additional individual agreements. After that time period the files are deleted permanently and will no longer be available for download. All backed up files are stored on a Fileflow server as long as The End User has a valid subscription.

The Product and Service

The Product and Service, also referred to as The Fileflow Software means the corporation property, licensed to the users, including the software, including webservice accessed software, and the hardware, and including all associated images, videos, sounds and jingles, texts, and all additional packaged content, the data, the websites, and any associated services. Products may also be referred to as Services or Software. Fileflow's products include FastSend, SafeMail, WebCourier, FastStore, FastStore Clients, Fileflow Backup, command line interface clients and distributed file servers. All the mentioned software and services are related to transferring or backing up digital data. Each instance of Fileflow's products are identified by a unique product key, identifying each unique product instance in the personal MyFileflow account. For general product descriptions, see below. Visit the homepage for detailed descriptions.

FastSend

FastSend is a software application for transferring filesets from a computer to anyone in the world provided they have a valid email address and access to the Internet.

SafeMail

SafeMail is an email application add-in for the email software applications Outlook 2003 and Outlook 2007 on Windows, and Mail on Mac OS X, providing you with the ability to transfer amounts of data beyond the usual email attachment limitations, directly from the mentioned email programs, over Fileflow's file transfer system.

WebCourier

WebCourier is an online service for receiving filesets directly from a web page on the Internet. The WebCourier service may be integrated as a customizable form directly into an existing web solution or serve as a stand-alone page accessed by a unique URL. In addition to customizable email notifications, a DownloadManager application can download received filesets to a predefined location automatically.

FastStore

FastStore is a software package for receiving filesets from a specific targeted or recurring audience. The FastStore software package consists of the following applications: FastStore Client, FastStore Client Hotfolder and DownloadManager. Client applications are distributed from an online Client Manager to the clients from whom you wish to receive filesets. You may download received filesets directly with the automated DownloadManager, from customizable email notifications, or from the online inbox in your personal web portal MyFileflow.

Fileflow Backup

Fileflow Backup is a software application that provides the capability to store and retrieve your files and other data on a Fileflow server via the Internet during the period of a valid subscription, subject to the amount of online backup space provided which purchase. Fileflow Backup also gives you the ability to access and manage your data from any computer via a supported Internet browser.

CLI

Fileflow provides a file transmission CLI (Command Line Interface) software, enabling the end user to customize applications to send filesets with Fileflow technology directly from their own source code. CLI usage is regulated by additional individual agreements based on usage pattern.

Distributed file servers

Fileflow provides customized file server solutions run on distributed servers in-house. Products running on distributed file servers are bound by the guidelines in this document if not otherwise is stated in the additional individual agreements.

Purchase

A purchase means a paid transaction in which the user obtains the right to use one Fileflow product in accordance with the licence, for the duration of its validity by providing payment in accordance with Section 2 Payment below.

This EULA set forth the terms and conditions upon which Fileflow AS ("Fileflow") makes available, its proprietary file transmission services and online backup ("Products and Services"). Your use of the Products and Services is expressly conditioned on your compliance with this End User Licence Agreement. By clicking, accessing or using the Products and Services, you are indicating that you agree to be bound by this EULA. You acknowledge and agree that Fileflow may revise this EULA at any time without notice. By continuing to access or use the Products and Services after Fileflow makes any such revision, you agree to be bound by the revised end user licence agreement.

1. USAGE RIGHTS

This agreement allows you to (subject to the restrictions provided herein):

- Install The Fileflow Software strictly as described in this licence agreement under the heading Section 18 Installation below.
- Send files for personal or professional purposes from one of the maximum of two installations per purchased licence for the duration of the licence duration. The expiration date is specified in your MyFileflow account and on invoices.
- Provide access to the functionality of The Fileflow Software to those you have distributed a legitimate purchased licence to. By distributing a product licence you immediately transfer all licence usage rights to the user until the product licence is revoked.
- Provide services to your customers using Fileflow Software. The rights granted herein are subject to your making the payments. Payments referenced therein are made in accordance with Section 2 on Payment below.
- You will have certain rights to use the Software and access a Service during the service period. The service period is described in your additional individual agreement or shall begin on either: (i) the date of purchase, if you purchased an electronic download of the Service from an online store, or (ii) the date you activate the Service, if you obtained the Service through other means (for example, if the Software for the Service came pre-installed on a computer or if you are using a trial version of the Service), and shall continue for the period of time set forth in the Service documentation or the applicable transaction documentation from the authorized distributor or reseller from which you obtained the Software or Service.

2. PAYMENT

- Your execution of this agreement, and use of The Fileflow Software, signify your acceptance to pay the yearly fees, or any fees attributable to other time periods, pursuant to the payment terms also defined by product expiration dates in your MyFileflow account.
- You will be billed in advance for ongoing Service, in accordance with Section 16 Duration.
- You also agree to pay any charges applicable to the provision of The Fileflow Software, also known as Product, in any jurisdiction, including but not limited to sales taxes, custom duties, excise taxes and the like.
- If, at any time, the fee is not paid in full, declined or otherwise rejected by your bank or credit card company or you otherwise fail to pay for the Product or Service, Fileflow may immediately suspend your Service until you provide a valid payment method and pay any past due amounts. You can contact Fileflow and update your payment method and have your Service reactivated. If no action is taken, Fileflow may terminate your Service and your data may be purged. In order to reactivate your Service, you will be charged any past due amounts and any fees incurred by Fileflow for rejected payments.

3. RESTRICTIONS

- You shall not in any way, either directly or indirectly, reverse engineer, disassemble, decompile or reduce to computer code, any computer programs that are part of The Fileflow Software, whether completely or in part.
- You shall not in any way re-market, re-sell or distribute The Fileflow Software to third parties, unless specifically authorized to do so by Fileflow AS.
- You shall not make, or attempt to make, any copies of The Fileflow Software, nor shall you in any way distribute copies of The Fileflow Software to others, other than as specifically permitting herein.
- You shall not modify, improve, adapt or translate The Fileflow Software, whether directly or indirectly.
- You shall not assign or transfer, or purport to assign or transfer, any interest in The Fileflow Software, including the limited license provided herein.
- You shall comply with all applicable laws, regulations, directives, interpretation bulletins, court decisions, conventions and the like, including but not limited to any of the foregoing regarding import/export of data, data privacy, obscenity, pornography, including child pornography, animal cruelty and animal pornography, gaming, gambling, intellectual property rights and database protection.
- You shall not use any of Fileflow AS' trademarks, except for the limited purpose of using The Fileflow Software as permitted herein.

4. ACKNOWLEDGMENTS

- You are solely responsible for acquiring and maintaining the Internet or telecommunications services and devices required to access and/or use the Product and Service. The Service is provided "as is" and "as available" and Fileflow shall not be liable for any downtime due to reasonable scheduled maintenance, maintenance for critical issues or forces beyond the reasonable control of Fileflow. Unavailability may occur as a result of scheduled maintenance and upgrades, but will be notified by email or posted on the website at least 24 hours in advance.
- A registered account is required to access and use the Product or Service.
- You are entirely responsible for maintaining the confidentiality of your account password. You are solely responsible for your Fileflow Backup encryption key if you choose to change it and not use the provided default encryption key. If you lose your self-chosen encryption key, Fileflow have no way to recover your data in readable form, as we do not store encryption keys in a readable form on our servers for security reasons.
- You acknowledge that, as a condition of your use of The Fileflow Software as permitted herein, you are required to comply at all times with such branding and intellectual property marking standards and policies as Fileflow AS may communicate from time to time.
- The Client Software and access to the Service is licensed, not sold. Fileflow shall retain all right, title and interest in the Software and Service, including without limitation all intellectual property rights embodied therein.
- You hereby acknowledge that you are responsible for backing up your own data.

- You also specifically acknowledge that Fileflow AS is not providing technology consulting services, data security consulting, data management consulting, or the like.
- You also acknowledge that you are responsible for installing The Fileflow Software on, and integrating the The Fileflow Software with, your systems, or systems used by you.
- You further acknowledge that Fileflow AS, or third parties from whom Fileflow AS has obtained licenses, are the exclusive owners of all intellectual property rights in, or related to, The Fileflow Software, including in the implementation and delivery of same, and further in any modification, improvement, enhancement, translation or derivative thereof. Such intellectual property rights include, but are not limited to, patents, design patents, industrial designs, copyright, trademarks, business names, distinguishing guises or trade secrets.
- The provision of the limited license to use The Fileflow Software here in, in no way assigns or transfers any ownership right in any such intellectual property rights. Also, you agree not to infringe the intellectual property rights of Fileflow AS, or such third parties from whom Fileflow AS has obtained licenses, or to contest the validity, enforceability or registrability of such intellectual property rights in any country.

5. DISCLAIMER OF WARRANTIES

To the maximum extent permissible under applicable law, The Product and Service are provided on an "as is" and "as available" basis, with all faults. Fileflow and its licensors provide The Product and Service without warranties of any kind, written or oral, statutory, either express or implied. Fileflow and its licensors do not warrant that The Software or Service or systems will be uninterrupted or error-free. No advice or information given by Fileflow, its licensors, affiliates, its agents, or its contractors or their respective employees will vary the terms of this agreement or create any warranty. Fileflow is not responsible for defacement, misuse, abuse, neglect, improper use of The Product and Services by you, force majeure events such as improper electrical voltages or current, repairs, alterations, modifications by others, accidents, fire, flood, vandalism, or the elements, and any matter that under Norwegian law will be judged as force majeure. Fileflow cannot guarantee that any property, physical or virtual, is impregnable by unauthorized and illegal activity.

6. EXCLUSION OF LIABILITY

Notwithstanding any of the foregoing, under no circumstances, including negligence, shall Fileflow AS be liable for any indirect, incidental, special, or consequential damages, or loss of profit, that may result from the use or inability to use The Fileflow Software, including but not limited to data loss or mis-transmission, or network interruption, even if Fileflow AS has been advised of the possibility of such damages. In no event shall Fileflow AS' total liability to you for all damages, losses, and causes of action, whether in contract, tort, delict (including negligence or gross negligence) or otherwise, exceed the amount paid by you for the use of The Fileflow Software in aggregate during the one month preceding the date of such damage or loss, or of such cause of action arising. Fileflow AS do not own, and can therefore not be held responsible for any User Files or otherwise any data, text, graphics, content, or material uploaded to and stored on Fileflow servers through the use of the Products and Services.

7. INDEMNITY

You agree to indemnify Fileflow AS against all claims, liabilities and costs of Fileflow AS, including reasonable legal fees associated with defending such claims, liabilities and costs, involving your use of The Fileflow Software, or the use by any of your customers of same, including with respect to the content of any data transferred using The Fileflow Software.

8. GOVERNING LAW AND SEVERABILITY

For residents in the United States, this agreement shall be governed by and in accordance with the laws of the United States and the State of Massachusetts, for all other residents this agreement shall be governed by and in accordance with the laws of Norway. If any part of this agreement is deemed invalid or unenforceable, the remainder shall continue in full force and effect. Specifically, certain states restrict the exclusion of implied warranties or the limitation of liability, therefore certain provisions with this aim may not apply to you, in which case the remainder of the agreement shall still apply.

9. COPYRIGHT POLICY

You will not use the Product or Service to transmit, route, provide connections to or store any material that infringes copyrighted works or otherwise violates or promotes the violation of the intellectual property rights of any third party.

Fileflow has adopted and implemented a policy that provides for the termination in appropriate circumstances of the accounts of users who repeatedly infringe or are believed to be infringing the rights of copyright holders.

10. PROPRIETARY RIGHTS

All right, title, and interest in and to the Products and Services are and will remain the exclusive property of Fileflow and its licensors. The Products and Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Except as expressly permitted in this EULA, you may not reproduce, modify, or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services. Your right to use the Service is personal to you. You agree not to resell or make any commercial use of the Service.

11. TRADEMARKS

Fileflow, the Fileflow logo, and all other Fileflow trademarks, service marks, trademarked product names, and trade names of Fileflow appearing on the Services are owned by Fileflow AS. All other trademarks, service marks, product names, and logos appearing on the Services are the property of their respective owners. You may not use or display any trademark, service mark, product name, trade name, or logo appearing on the Services without the owner's prior written consent.

12. GENERAL PROHIBITIONS

As a condition to your use of the Services, you agree not to:

- Upload or transmit as part of a User File or otherwise any data, text, graphics, content, or material that: (i) is false or misleading; (ii) is defamatory; (iii) invades another's privacy; (iv) is obscene, pornographic, or offensive; (v) promotes bigotry, racism, hatred, or harm against any individual or group; (vi) infringes another's rights, including any intellectual property rights; or (vii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- Access, tamper with, or use any non-public areas of the Services or Fileflow computer systems or the technical delivery systems of Fileflow providers;
- Attempt to probe, scan, or test the vulnerability of the Services or any related system or network or breach any security or authentication measures;
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services; or
- Impersonate or misrepresent your affiliation with any person or entity. Fileflow will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and security-related issues, to the fullest extent of the law. Fileflow may involve

and cooperate with law enforcement authorities in prosecuting users who violate this EULA. You acknowledge that Fileflow has no obligation to monitor your access to or use of the Services, but has the right to do so for the purpose of operating the Services, to ensure your compliance with this EULA, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body.

13. LINKS

The Services may make available links to third-party websites. You acknowledge and agree that Fileflow is not responsible or liable for: (i) the availability or accuracy of such websites; or (ii) the content, products, or services on or available from such websites. Links to such websites do not imply any endorsement by Fileflow of such websites or the content, products, or services available from such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites.

14. WAIVER

The failure of Fileflow to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision.

15. CONTROLLING LAW AND JURISDICTION

These Terms of Service and any action related thereto will be governed by the laws of Norway without regard to its conflict of law provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms of Service will be the state and federal courts located in Oslo and Fileflow and you waive any objection to jurisdiction and venue in such courts.

16. DURATION

The Products and Services are subscription-based with automatic renewal. A license period is for twelve (12) months, unless otherwise specified in individual agreements. Following periods start automatically, unless terminated in accordance with Paragraph 17.

17. TERMINATION

You may terminate this agreement if you notify Fileflow AS in writing at least thirty (30) days in advance of your purchased products expiration date, as provided in your MyFileflow account. Prepaid annual fees are non-refundable.

- Fileflow AS may in its complete discretion terminate this agreement, or limit the provision of The Fileflow Software in any way, upon provision of fourteen (14) days notice in writing.
- Upon termination by either party as provided above, you undertake to delete immediately all copies of The Fileflow Software in any medium that may be resident at your business premises or any facility or system that you control, or to which you have access. You further agree to provide the certificate of an officer of your company confirming such deletion, upon receipt of a written request to this effect from Fileflow AS. You further acknowledge that upon termination by either party as provided above, access to the The Fileflow Software for the purpose of transferring data files will cease immediately. For the sake of clarity, on the 14th day of termination of this agreement, Fileflow AS shall delete any and all files associated with your Username and Password that could have otherwise been collected using The Fileflow Software, without maintenance of any copies thereof of any kind. In the event of termination, it is your sole responsibility to ensure that any files are downloaded before that time. Without limiting the generality of any other terms or conditions of this agreement, in no event shall Fileflow AS be responsible for any loss of data due to the deletion of files by Fileflow AS in accordance with this Paragraph.
- Files on a Fileflow server will be deleted sixty (60) days after termination.
- If you violate any of the terms of service in the EULA, your permission to use the Services will automatically terminate. Fileflow reserves the right to discontinue providing or to change the Services at any time and without notice. Except to the extent that Fileflow is required by applicable law or court order to retain copies of any of your User Files that are stored on the Fileflow servers, upon any termination of your account, Fileflow will delete and erase all User Files associated with your account.

18. INSTALLATION

- Fileflow Software can be downloaded from the personal web portal at the Fileflow website <https://www.fileflow.com>, also known as MyFileflow, or from an unique and personal link sent to you by Fileflows email system, and includes personal computer desktop software and access to related Internet services.
- One (1) Fileflow product licence grants you the right to install a total of two instances of a specific product on any two given operating system instances, physical or virtual, usually signifying two physical computers. The application may only be used from one location at any given time and is a personal licence.
- You are responsible for any updates of The Fileflow Software and any necessary third-party software. Fileflow has limited or no support and technical assistance for outdated Software.
- Integrating, also known as embedding, the WebCourier Service is restricted to one (1) web domain, unless otherwise specified in individual agreements. You may not use the WebCourier Service for file transfer to third-parties, other enterprises, companies, suppliers or employees not directly associated with and related to your company, unless this is specified in your individual agreement.

19. TECHNICAL REQUIREMENTS

- To use any of Fileflow products, an instance of Java 5 or higher must be present on the computer and working. This is freely available to all and installed on most modern computers. In order to transfer digital data it is a necessity to have access to the Internet and sufficient available disk space in accordance with the fileset being sent. Technical requirements must be met in order to use any of Fileflow's products.
- It is The End User's responsibility to contact Fileflow AS' helpdesk/support department in the event of any difficulties and problems directly related to the Services occurring during installation, usage or uninstalling. Fileflow AS helpdesk/support department cannot guarantee assistance outside business hours in Norway, specified from Monday to Friday between 09:00/9AM and 16:00/4PM Central European Time, and on national holidays.

20. ENTIRE AGREEMENT

This EULA is the entire and exclusive agreement between Fileflow and you regarding the Products and Services, and this end user licence agreement supersede and replace any prior agreements between Fileflow and you regarding the Products and Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain Fileflow services, affiliate services or third-party software or services. You must accept the following terms to be authorized to use the software applications of Fileflow AS, these software applications being known as "FastSend, FastStore, FastStore Client, WebCourier and Fileflow Backup" (referred to as "Fileflow Software"). Please read this agreement carefully before using the Fileflow Software. By using The Fileflow Software, in whole or in part, you are agreeing to be bound by the terms of this agreement.