

FILESTASH

MAINTENANCE AND SUPPORT SERVICE AGREEMENT

PLEASE READ THIS AGREEMENT BEFORE USING FILESTASH'S SERVICES. BY ACCESSING OR USING THE FILESTASH SOFTWARE OR SERVICES OFFERING, YOU ("the Customer") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICES.

This Support and Maintenance Agreement is entered into between Customer and Filestash, a company established in Australia with its principal place of business at 20 Herbert Street, West Ryde 2114, New South Wales and registered under ACN 666 528 187. Filestash and Customer agree that the following terms and conditions will apply to the services provided under this Agreement and Orders placed thereunder.

1 Support & Maintenance Services

1.1 Support and Maintenance Services

Support and Maintenance Services are included in the Service subscription and entitles Customer to the following:

1. Telephone or electronic support in order to help Customer locate and correct problems with the Software.
2. Bug fixes and code corrections to correct Software malfunctions in order to bring such Software into substantial conformity with the operating specifications.
3. All extensions, enhancements and other changes that Filestash, at its sole discretion, makes or adds to the Software and which Filestash furnishes, without additional charge, to all other Subscribers of the Service.

1.2 Response and Resolution Goals

- “business hours” 8am-6pm CST, Monday thru Friday, except holidays.
- “Fix” means the repair or replacement of Software component to remedy Problem.
- “Problem” means a defect in Software as defined in Filestash standard Software specification that significantly degrades such Software.
- “Respond” means acknowledgement of Problem received containing assigned support engineer name, date and time assigned, and severity assignment.
- “Workaround” means a change in the procedures followed or data supplied by Customer to avoid a Problem without substantially impairing Customer’s use of the Software.

1.2.1 High Severity

Problem Severity: The production system is creating a significant impact to the Customer’s business function preventing that function from being executed.

Response Goals: Filestash will response within 24 business hours

Resolution Goals: Upon confirmation of receipt, a Filestash support personnel begins continuous work on the Problem, and a customer resource must be available at any time to assist with problem determination. Customer Support will provide reasonable effort for Workaround or Fix within 72 hours, once the Problem is reproducible or once we have identified the Software defect. Filestash may incorporate Fix in future release of software.

1.2.2 Medium Severity

Problem Severity: The production system or application is moderately affected. There is no workaround currently available or the workaround is cumbersome to use.

Response Goals: Filestash will response within 48 business hours

Resolution Goals: Customer Support will provide reasonable effort for Workaround or Fix within 10 business days, once the Problem is reproducible. Filestash may incorporate fix in future release of software.

1.2.3 Low Severity

Problem Severity: The production system or application issue is not critical: no data has been lost, and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.

Response Goals: Filestash will response within 48 business hours

Resolution Goals: Customer Support will provide reasonable effort for Workaround or Fix within 20 business days, once the Problem is reproducible. Filestash may incorporate Fix in future release of software.

1.2.4 Very Low Severity

Problem Severity: Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications.

Resolution Goals: Resolution of Problem may appear in future release of software.

1.3 Accessing Support

Customer Support offers several ways to resolve any technical difficulties:

1. The online support center is available at <https://platform.filestash.app>
2. The support email address is support@filestash.app
3. The support phone number is +6149 174 9420

2 Grant of License

Filestash hereby grants Customer a non-exclusive, limited, non-transferable license to the software and services under this agreement. Customer may use the license unless one of the following events takes place: 1) Customer payments are unpaid after sixty days (60 days) of the invoice date, or 2) Customer cancels its subscription and Customer's account is paid in full.

Customer may grant a sublicense to any third party to use, install, execute and integrate the software. Sublicensee agrees not to modify, adapt, distribute, sublicense, lease, rent or otherwise transfer the software to any third party.

3 Term and Termination

This agreement remains in effect until either you or Filestash cancels it. You may cancel this contract at any time by providing a written notice either via post or email, provided that all payments are up-to-date. Should you decide to cancel this agreement, you acknowledge that that no refunds will be given on amounts you have already paid. You also authorize Filestash to charge your credit card or other payment method for any payments that remain outstanding.

Filestash reserves the right to cancel this agreement at any time. Should Filestash decide to cancel this agreement, you will be sent a cancellation notice either electronically or in writing. This notice will be sent to the physical or email address held on record

4 Payment of Fees

Fees are due upfront for this agreement to come into effect.

5 Customer Responsibilities

1. **Assistance.** Customer shall provide commercially reasonable information and assistance to Filestash to enable Filestash to deliver the Maintenance and Support Services. Upon request from Filestash, Customer shall promptly deliver Customer Content to Filestash in an electronic file format specified and accessible by Filestash. Customer acknowledges that Filestash's ability to deliver the Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance.
2. **Compliance with Laws.** Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that Filestash exercises no control over the content of the information transmitted by Customer through the Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.
3. **Unauthorized Use; False Information.** Customer shall: (a) notify Filestash immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to Filestash immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by Customer, and (c) not provide false identity information to gain access to or use the Services.
4. **Administrator Access.** Customer shall be solely responsible for the acts and omissions of its Administrator Users. Filestash shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.
5. **Customer Input.** Customer is solely responsible for collecting, inputting and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Customer shall: (i) notify Filestash immedi-

ately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to Filestash immediately and use reasonable efforts to stop any unauthorized use of the Service that is known or suspected by Customer, and (iii) not provide false identity information to gain access to or use the Service.

6. **License from Customer.** Subject to the terms and conditions of this Agreement, Customer shall grant to Filestash a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content solely as necessary to provide the Services to Customer.
7. **Ownership and Restrictions.** Customer retains ownership and intellectual property rights in and to its Customer Content. Filestash or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement. Customer's right to use such third party technology is governed by the terms of the third party technology license agreement and not under the Agreement.
8. **Suggestions.** Filestash shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services any suggestions, enhancement requests, recommendation or other feedback provided by Customer, including Users, relating to the operation of the Services.

6 Warranty and Disclaimer

Filestash shall use reasonable efforts consistent with prevailing industry standards to provide and maintain the services in a manner which minimizes errors and interruptions in the services and shall perform the Services in a professional and workmanlike manner.

FILESTASH DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES FILESTASH MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND FILESTASH DISCLAIMS ALL WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

7 Limitations of liability

NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE

IN WITNESS WHEREOF, the Parties sign this Agreement on this day in a consensus to abide by the said terms.

Name

Signature

Name

Signature