OpenReader Agreement

Last Modified: October 16, 2012

This OpenReader Agreement (the "**Agreement**") is between OpenReader, an Opendream product, and Customer or End User, as applicable. This Agreement governs access to and use of the OpenReader platform services and any client software.

The Customer ordering the Services: If you are ordering the Services, then by clicking "I Agree," signing your contract for the Services or using OpenReader, you agree to this Agreement as a "**Customer**." If you are agreeing to this Agreement for use by an organization, you are agreeing to this Agreement on behalf of that organization. You must have the authority to bind that organization to this Agreement, otherwise you must not sign up for the Services.

End Users of the team: If you are using the Services as an "**End User**", then by clicking "I Agree" or using OpenReader you agree to this Agreement (especially note sections 1 and 13). Please take note that in this Agreement, you are agreeing that your Organization Administrator may be able to control account information and access to your Organization account.

1. **End Users.**
   a. **Accounts.** When joining a organizations account, an End User may join with a new account or convert an existing personal account into an Organization account. It's important to note that once an End User's personal account becomes an Organization account, it will be subject to the Organization Administrator's control. End Users must use the Services in compliance with any employment obligations and the Customer's terms and policies.
   b. **Administrator Control.** An End User's Organization Administrator may have the ability to access, disclose, restrict, or remove information in or from an End User's Organization account. Administrators may also have the ability to monitor, restrict, or terminate access to an End User's Organization account. An End User may not be able to disassociate his or her Organization account from the team.
2. **Customer Obligations.**
   a. **Compliance.** Customer will use the Services in compliance with the OpenReader Terms of Service including the Acceptable Use Policy. Customer will obtain and maintain any consents from End Users to allow Administrators to engage in the activities described in this Agreement and to allow OpenReader to provide the Services. Customer represents, and must ensure, that its End Users are governed by this Agreement, the OpenReader Terms of Service, and consent to the OpenReader Privacy Policy.
   b. **Customer Administration of the Services.** Customer may specify End Users as "**Administrators**" through the administrative console. Customer is responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrator use of the Services

complies with this Agreement. OpenReader's responsibilities do not extend to the internal management or administration of the Services for Customer.

c. **Unauthorized Use & Access.** Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of the Services. The Services are not intended for use by End Users under the age of 13. Customer will ensure that it does not allow any person under 13 to use the Services. Customer will promptly notify OpenReader of any unauthorized use of, or access to, the Services.

d. **Restricted Uses.** Customer will not (i) sell, resell, or lease the Services or (ii) use the Services for activities where use or failure of the Services could lead to physical damage, death, or personal injury. Customer, not OpenReader, is responsible for any applicable vertical or industry-specific regulation compliance (e.g. HIPAA).

e. **Restricted material.** All copyright protected material is strictly prohibited from the OpenReader server. Customers are expected to control this themselves. If any copyright protected material has been stored or shared using OpenReader then the OpenDream organization cannot be held responsible. Furthermore users can be notified by OpenReader if there are strong suspicions of sharing copyright material.

f. **Third Party Requests.**
   i. "**Third Party Request**" means a request from a third party for records relating to an End User's use of the Services including information in or from an End User or Customer Organization account. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.
   ii. Customer is responsible for responding to Third Party Requests via its own access to information. Customer will seek to obtain information required to respond to Third Party Requests and will contact OpenReader only if it cannot obtain such information despite diligent efforts.
   iii. OpenReader will make commercially reasonable efforts, to the extent allowed bylaw and by the terms of the Third Party Request, to: (A) promptly notify Customer of OpenReader's receipt of a Third Party Request; (B) comply with Customer's commercially reasonable requests regarding its efforts to oppose a Third Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third Party Request, then OpenReader may, but will not be obligated to do so.

g. **Communication Setting Management.** Customer is responsible for maintaining all "opt-in/out" settings for communications from or via OpenReader for all of Customer's End Users. Customer will use reasonable efforts to answer any requests from End Users regarding such settings.

3. **Services.**
   a. **Provision of Services.** Customer may access and use the Services made available by OpenReader under this Agreement.
   b. **Facilities and Data Transfer.** OpenReader will use commercially reasonable efforts to ensure that all facilities used to store and process Customer Data meet commercially reasonable security standards. By using the Services, Customer consents to transfer, processing, and storage of Customer Data. "**Customer Data**" means any data and content stored or transmitted via the Services by Customer or End Users.
   c. **Modifications to the Services.** OpenReader may update the Services from time to time. If OpenReader changes the Services in a manner that materially reduces their

functionality, OpenReader will inform Customer, unless Customer has opted-out of communications of that type from OpenReader.

    d. **Limitations on Use of Services.** OpenReader may impose reasonable limitations on bandwidth usage for the Services.

4. **Support.** Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to use of the Services. Customer will use reasonable efforts to resolve support issues before escalating them to OpenReader.

5. **Suspension.**

    a. **Of End User Accounts by OpenReader.** If an End User (i) violates this Agreement or the OpenReader Terms of Service; (ii) uses the Services in a manner resulting in excessive support requests; or (iii) uses the Services in a manner that OpenReader reasonably believes will cause it liability, then OpenReader may request that Customer suspend or terminate the applicable End User account. If Customer fails to promptly suspend or terminate the End User account, then OpenReader may do so.

    b. **Security Emergencies.** Notwithstanding anything in this Agreement, if there is a Security Emergency then OpenReader may automatically suspend use of the Services. OpenReader will make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency. "**Security Emergency**" means: (i) use of the Services that do or could disrupt the Services, other customers' use of the Services, or the infrastructure used to provide the Services and (ii) unauthorized third party access to the Services.

6. **Intellectual Property Rights.**

    a. **Reservation of Rights.** THIS AGREEMENT DOES NOT GRANT OPENREADER ANY RIGHTS TO CUSTOMER'S OR END USERS' FILES OR THE INTELLECTUAL PROPERTY RIGHTS EMBODIED IN THOSE FILES EXCEPT FOR THE LIMITED RIGHTS EXPRESSLY SET FORTH IN THIS AGREEMENT THAT ARE NEEDED TO RUN THE SERVICES. This Agreement does not grant Customer or End Users (i) any rights to the Intellectual Property Rights in the Services or (ii) any rights to use the OpenReader trademarks, logos, domain names, or other brand features. "**Intellectual Property Rights**" means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights, and other similar rights.

    b. **Limited Permission.** OpenReader may need Customer permission to do things that Customer or End User ask OpenReader to do with OpenReader for Organization accounts, for example, hosting files, or sharing them at Customer or End User's direction. This includes product features visible to Customer or End User, for example, image thumbnails or document previews. It also includes design choices made to technically administer the Services, for example, how the Service redundantly backs up data to keep it safe. Customer grants OpenReader the permissions OpenReader needs to do those things solely to provide the Services and for OpenReader to meet its obligations and exercise its rights under this Agreement. This permission also extends to third parties OpenReader works with to provide the Services, for example Amazon, which provides OpenReader's storage space (again, only to provide the Services).

    c. **Suggestions.** While we appreciate it when users send us feedback, we may, at our discretion and for any purpose, use, modify, and incorporate into our products and services, license and sublicense, any feedback, comments, or suggestions Customer or End Users send OpenReader or post in OpenReader's forums without any obligation to Customer or End Users.

d. **Customer List.** OpenReader may include Customer's name in a list of OpenReader customers on the OpenReader website.

7. **Third Party Services.** If Customer uses any third-party service with the Services, (a) the service may access or use Customer's or End User's information; (b) OpenReader will not be responsible for any act or omission of the third party, including the third party's use of Customer's or End User's information; and (c) OpenReader does not warrant or support any service provided by the third party.

8. **Disclaimers.** THE SERVICES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER OPENREADER NOR CUSTOMER MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NONINFRINGEMENT. OPENREADER MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION IN OR FROM AN END USER OR CUSTOMER SERVICES ACCOUNT. OpenReader is not responsible for the accuracy, completeness, appropriateness, or legality of files, user posts, or any other information in or from an End User or Customer Services account. OpenReader has no responsibility or liability for the deletion or failure to store any information in or from an End User or Customer Services account.

9. **Fees & Payment.**
   a. **Fees.** Customer will pay, and authorizes OpenReader to charge using Customer's selected payment method, for all applicable fees. Fees are non-refundable except for the first 30 days of the Services or as required by law. Customer is responsible for providing complete and accurate billing and contact information to OpenReader. OpenReader may suspend or terminate the Services if fees are 30 days past due.
   b. **Auto Renewals and Trials.** IF CUSTOMER'S ACCOUNT IS SET TO AUTO RENEWAL OPENREADER MAY AUTOMATICALLY CHARGE AT THE RENEWAL, UNLESS CUSTOMER NOTIFIES OPENREADER THAT CUSTOMER WANTS TO CANCEL OR DISABLE AUTO RENEWAL. OpenReader may revise Service rates by providing Customer at least 30 days notice prior to the next charge.
   c. **Taxes.** Customer is responsible for all taxes. OpenReader will charge tax when required to do so. If Customer is required by law to withhold any taxes, Customer must provide OpenReader with an official tax receipt or other appropriate documentation.

10. **Term & Termination.**
   a. **Term.** This Agreement will remain in effect until Customer's subscription to the Services expires or terminates, or until the Agreement is terminated.
   b. **Termination for Breach.** Either OpenReader or Customer may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.
   c. **End User Termination.** End Users may stop using the Services at any time. If the contract has already expired the account and payment will be terminated one month after notice. If the contract is not expired, the User will pay for the remaining amount of users. The price will be based on their current amount of accounts.
   d. **Effects of Termination.** If this Agreement terminates: (i) the rights granted by OpenReader to Customer will cease immediately (except as set forth in this section); (ii) the rights granted by OpenReader to End User will cease immediately; (iii) OpenReader may provide Customer access to its account at then-current rates so that Customer may export its information; and (iv) after a commercially reasonable period of time,

OpenReader may delete any data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 1(c) (Administrator Control), 2(e) Third Party Requests, 6 (Intellectual Property Rights), 8 (Disclaimers), 9 (Fees & Payment), 10(d) (End User Termination), 10(e) (Effects of Termination), 11 (Indemnification), 12 (Limitation of Liability), and 13 (Miscellaneous).

11. **Indemnification.**
   a. **By Customer.** Customer will indemnify, defend, and hold harmless OpenReader from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement or Acceptable Use Policy; or (iii) use of the Services by Customer's End Users.
   b. **By OpenReader.** OpenReader will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a claim by a third party against Customer to the extent based on an allegation that OpenReader's technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, U.S. patent, or trademark right of the third party. In no event will OpenReader have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by OpenReader, and (ii) any content, information, or data provided by Customer, End Users or other third parties.
   c. **General.** The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE OPENREADER AND CUSTOMER'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

12. **Limitation of Liability.**
   a. **Limitation on Indirect Liability.** EXCEPT FOR OPENREADER OR CUSTOMER'S INDEMNIFICATION OBLIGATIONS, NEITHER OPENREADER NOR CUSTOMER WILL BE LIABLE FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.
   b. **Limitation on Amount of Liability.** OPENREADER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF $100,000 OR THE AMOUNT PAID BY CUSTOMER TO OPENREADER HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

13. **Miscellaneous.**
   a. **Terms Modification.** OpenReader may revise this Agreement from time to time and the most current version will always be posted on the OpenReader for Organization website. If a revision, in OpenReader's sole discretion, is material, OpenReader will notify you (for example to the email address associated with the applicable account). Other revisions may be posted to OpenReader's blog or terms page, and you are responsible for checking such postings regularly. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Agreement. If Customer does not agree to the revised Agreement terms, Customer may cancel the Services. If the revision is material

and Customer cancels before the effective date of the revision, OpenReader will refund a pro-rated amount of any fees Customer paid in advance for the Services for the unused portion of the term. If End User does not agree to the revised Agreement terms, End User must stop using the Organization account. Customer may grant approvals, permissions, extensions and consents by email.

b. **Entire Agreement.** The Agreement, including Customer's invoice, the OpenReader Terms of Service constitute the entire agreement between you and OpenReader with respect to its subject matter of this Agreement, and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the invoice, the Agreement, the OpenReader Terms of Service,

c. **Governing Law.** THE AGREEMENT AND SERVICES WILL BE GOVERNED BY THAI LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES.

d. **Severability.** Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and remaining provisions of the Agreement will remain in full effect.

e. **Notice.** Notices must be sent via first class, airmail, or overnight courier and are deemed given when received. Notices to you may also be sent to the applicable account email address, and are deemed given when sent.

f. **Waiver.** A waiver of any default is not a waiver of any subsequent default.

g. **Assignment.** Customer may not assign or transfer any part of this Agreement without the written consent of OpenReader. OpenReader may not assign this Agreement without providing notice to Customer, except OpenReader may assign this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.

h. **No Agency.** OpenReader and Customer are not legal partners or agents, but are independent contractors.

i. **Force Majeure.** Neither OpenReader nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance).

j. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement. Without limiting this section, a Customer's End Users are not third party beneficiaries to Customer's rights under this Agreement.