

## Schedule C – “Cloud Services”

This Cloud Services Schedule (this “Schedule C”) is a Schedule to the General Terms. For purposes of the Services under this Schedule C, the General Terms and this Schedule C constitute, collectively, the “Master Agreement”; other Schedules to the General Terms, such as Schedule P (Program Schedule), do not apply to the Services ordered under this Schedule C. This Schedule C shall co-terminate with General Terms.

### 1. DEFINITIONS

- 1.1. **“Ancillary Software”** means any software agent or tool that FYIsoft makes available to You for download for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment.
- 1.2. **“Auto Renew”** or **“Auto Renewal”** is the process by which the Services Period of certain Cloud Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Master Agreement. The Service Specifications incorporated into Your order define which Cloud Services are eligible for Auto Renewal as well as any terms applicable to any such renewal.
- 1.3. **“Cloud Services”** means, collectively, the FYIsoft cloud services (e.g., FYIsoft software as a service offerings and related FYIsoft Programs) listed in Your order and defined in the Service Specifications. The term “Cloud Services” does not include Professional Services.
- 1.4. **“Data Center Region”** refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Cloud Services is set forth in Your order.
- 1.5. **“FYIsoft Programs”** refers to the software products owned or licensed by FYIsoft to which FYIsoft grants You access as part of the Cloud Services, including Program Documentation, and any program updates provided as part of the Cloud Services.
- 1.6. **“Professional Services”** means, collectively, the Cloud Services-related consulting and other professional services which You have ordered under this Schedule C. Professional Services include any deliverables described in Your order and delivered by FYIsoft to You under the order. The term “Professional Services” does not include Cloud Services or services provided under Schedules P or S to the General Terms.
- 1.7. **“Program Documentation”** refers to the user manuals referenced within the Service Specifications for Cloud Services, as well as any help windows and readme files for the FYIsoft Programs that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the FYIsoft Programs.
- 1.8. **“Services”** means, collectively, the Cloud Services and Professional Services ordered by You under this Schedule C
- 1.9. **“Services Environment”** refers to the combination of hardware and software components owned, licensed or managed by FYIsoft to which FYIsoft grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of this Master Agreement and Your order, FYIsoft Programs, Third-Party Content, Your Content and Your Applications may be hosted in the Services Environment.

- 1.10. **"Service Specifications"** means the descriptions that are applicable to the Services under Your order, including any Program Documentation, hosting, support and security policies (for example, FYIsoft Privacy Policies), and other descriptions referenced or incorporated in such descriptions or Your order.
- 1.11. **"Services Period"** refers to the period of time for which You have ordered Cloud Services as specified in Your order.
- 1.12. **"Third-Party Content"** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from Third-Party sources outside of FYIsoft and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third-Party Content include data feeds from social network services, rss feeds from blog posts, and data libraries and dictionaries and marketing data.
- 1.13. **"Users"** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this Master Agreement and Your order. For Cloud Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Master Agreement and Your order.
- 1.14. **"Your Applications"** means all software programs, including any source code for such programs, that You or Your Users provide and load onto, or create using, any FYIsoft "platform-as-a-service" or "infrastructure-as-a-service" Cloud Services. Services under this Master Agreement, including FYIsoft Programs and Services Environments, FYIsoft intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Applications."
- 1.15. **"Your Content"** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or on behalf of Your Users that reside in, or run on or through, the Services Environment.
- 1.16. Capitalized terms used but not defined in this Schedule C have the meanings set forth in the General Terms.

## 2. RIGHTS GRANTED

- 2.1. For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Master Agreement or Your order, You have the non-exclusive, non-assignable, worldwide, limited right to access and use the Services that You ordered, including anything developed by FYIsoft and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Master Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Master Agreement and the order.
- 2.2. You do not acquire under this Master Agreement any right or license to use the Services, including the FYIsoft Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.
- 2.3. To enable FYIsoft to provide You and Your Users with the Services, You grant FYIsoft the right to use, process and transmit, in accordance with this Master Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which FYIsoft provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include Third-Party programs, You acknowledge that FYIsoft may allow providers of those Third-Party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperability of such Third-Party programs with the Services. FYIsoft will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications.

resulting from any such access by Third-Party program providers or for the interoperability of such Third Party programs with the Services.

- 2.4. Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), You acknowledge that FYIsoft has no delivery obligation for FYIsoft Programs and will not ship copies of such programs to You as part of the Services.
- 2.5. As part of certain Cloud Services offerings, FYIsoft may provide You with access to Third-Party Content. The type and scope of any Third-Party Content is defined in Your order or applicable Service Specifications. The Third-Party owner, author or provider of such Third-Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third-Party Content are subject to, and governed by, the terms applicable to such content as specified by such Third-Party owner, author or provider, unless otherwise specified in Your order.

### **3. OWNERSHIP AND RESTRICTIONS**

- 3.1. You retain all ownership and intellectual property rights in and to Your Content and Your Applications. FYIsoft or its licensors retain all ownership and intellectual property rights to the Services, including FYIsoft Programs and Ancillary Software, and derivative works thereof, and to anything developed or delivered by or on behalf of FYIsoft under this Master Agreement.
- 3.2. You may not, and may not cause or permit others to:
  - 3.2.1. remove or modify any program markings or any notice of FYIsoft's or its licensors' proprietary rights;
  - 3.2.2. make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any Third-Party for use in the Third-Party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
  - 3.2.3. modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a Third-Party in building or supporting, products or Services competitive to FYIsoft;
  - 3.2.4. perform or disclose any benchmark or performance tests of the Services, including the FYIsoft Programs;
  - 3.2.5. perform or disclose any of the following: security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
  - 3.2.6. license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, FYIsoft Programs, Ancillary Software, Services Environments or FYIsoft materials to any Third-Party, other than as expressly permitted under the terms of the applicable order.

### **4. SERVICE SPECIFICATIONS**

- 4.1. The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the FYIsoft Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity

(e.g., soft limits on counts for Users, sessions, storage, etc.), then You are responsible for promptly purchasing additional quantity to account for Your excess usage. For any month that You do not promptly purchase such additional quantity, FYIsoft may require You to pay, in addition to the fees for the additional quantity, an excess usage fee for those Services equivalent to 10% of the fees for the additional quantity in the month in which such excess usage occurred.

- 4.2. FYIsoft may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third-Party Content. The Service Specifications are subject to change at FYIsoft's discretion; however, FYIsoft changes to the Service Specifications will not result in a material reduction in the level of performance, security or availability of the applicable Services provided to You for the duration of the Services Period.
- 4.3. Your order will specify the Data Center Region in which Your Services Environment will reside. As described in the Service Specifications and to the extent applicable to the Cloud Services that You have ordered, FYIsoft will provide production, test, and backup environments in the Data Center Region as stated in Your order. FYIsoft and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, as well as other Services (including Professional Services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

## **5. USE OF THE SERVICES**

- 5.1. You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with FYIsoft, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. FYIsoft is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify FYIsoft immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.
- 5.2. You shall not use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third-Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to FYIsoft under this Master Agreement, FYIsoft reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. FYIsoft shall have no liability to You in the event that FYIsoft takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. You agree to defend and indemnify FYIsoft against any claim arising out of a violation of Your obligations under this section.
- 5.3. You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the FYIsoft Programs,

as such Patches are generally released by FYIsoft as described in the Service Specifications. FYIsoft is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, FYIsoft will coordinate with You the scheduling of application of Patches, where possible, based on FYIsoft's next available standard maintenance window.

## **6. TRIAL USE AND PILOT CLOUD SERVICES**

- 6.1. For certain Cloud Services, FYIsoft may make available "trials" and "conference room pilots" for nonproduction evaluation purposes. Cloud trials and conference room pilots must be ordered under a separate agreement.
- 6.2. FYIsoft may make available "production pilots" for certain Cloud Services under this Master Agreement. Production pilots ordered by You are described in the Service Specifications applicable to Your order, and are provided solely for You to evaluate and test Cloud Services for Your internal business purposes. You may be required to order certain Professional Services as a prerequisite to an order for a production pilot.

## **7. FEES, INVOICING AND PAYMENT OBLIGATION**

- 7.1. You agree and acknowledge that You have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in Your order; however, the preceding does not relieve FYIsoft of its obligation during the Services Period to deliver Services that You have ordered per the terms of this Master Agreement.
- 7.2. Services fees are invoiced as set forth in the applicable order. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Master Agreement or Your order.
- 7.3. Fees for Services listed in an order are exclusive of taxes and expenses and You will be responsible for such taxes and expenses.

## **8. SERVICES PERIOD; END OF SERVICES**

- 8.1. Services provided under this Master Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Master Agreement or the order. This Master Agreement will continue to govern any order for the duration of the Services Period of such order. If stated in the Service Specifications, certain Cloud Services that are ordered will Auto Renew for additional Services Periods unless (i) You provide FYIsoft with written notice no later than sixty (60) days prior to the end of the applicable Services Period of Your intention not to renew such Cloud Services, or (ii) FYIsoft provides You with written notice no later than sixty (60) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.
- 8.2. Upon the end of the Services, You no longer have rights to access or use the Services, including the associated FYIsoft Programs and Services Environments; however, for a period of up to thirty (30) days after the end of the applicable Services Period, FYIsoft will make available Your Content and Your Applications then in the Services Environment for the purpose of retrieval by You. At the end of such thirty (30) period, and except as may be required by law, FYIsoft will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.
- 8.3. FYIsoft may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Master Agreement, or if in FYIsoft's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. FYIsoft will provide advance notice to You of any such suspension in FYIsoft's reasonable discretion based

on the nature of the circumstances giving rise to the suspension. FYIsoft will use reasonable efforts to reestablish the affected Services promptly after FYIsoft determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, FYIsoft will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. FYIsoft may terminate the Services under an order if any of the foregoing causes of suspension is not cured within thirty (30) days after FYIsoft's initial notice thereof. Any suspension or termination by FYIsoft under this paragraph shall not excuse You from Your obligation to make payment(s) under this Master Agreement.

- 8.4. If You breach a material term of the Master Agreement as specified in Section 6.1 of the General Terms, FYIsoft may terminate the order under which the breach occurred; in such event You must pay within thirty (30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under such order plus related taxes and expenses.

## **9. NONDISCLOSURE OF YOUR CONTENT AND YOUR APPLICATIONS**

- 9.1. Your Content and Your Applications residing in the Services Environment will be considered Confidential Information subject to the terms of this section and Section 8 of the General Terms. FYIsoft will hold such Confidential Information in confidence for as long as it resides in the Services Environment and will protect the confidentiality of such Confidential Information in accordance with the FYIsoft security practices defined in the Service Specifications applicable to Your order. In addition, Your Personal Data, will be treated in accordance with the terms of Section 10 below.

## **10. DATA PROTECTION**

- 10.1. In performing the Services, FYIsoft will comply with the *FYIsoft Services Privacy Policy*, which is available at <http://www.FYIsoft.com/html/Services-privacy-policy.html> and incorporated herein by reference. The *FYIsoft Services Privacy Policy* is subject to change at FYIsoft's discretion; however, FYIsoft policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order.
- 10.2. FYIsoft will act as a data processor, and will act on Your instruction concerning the treatment of Your Personal Data residing in the Services Environment, as specified in this Master Agreement and the applicable order. You agree to provide any notices and obtain any consents related to Your use of the Services and FYIsoft's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.
- 10.3. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You may disclose or transfer, or instruct FYIsoft to disclose or transfer, Your Content or Your Applications to a Third-Party, and upon such disclosure or transfer FYIsoft is no longer responsible for the security or confidentiality of such content and applications outside of FYIsoft.
- 10.4. You may not provide FYIsoft access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order.

## **11. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

- 11.1. FYIsoft warrants that it will perform (i) Cloud Services in all material respects as described in the Service Specifications, and (ii) Professional Services in a professional manner in accordance with the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly

provide written notice to FYIsoft that describes the deficiency in the Services (including, as applicable, the service request number notifying FYIsoft of the deficiency in the Services).

- 11.2. FYISOFT DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT FYISOFT WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY FYISOFT, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT FYISOFT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. FYISOFT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. FYISOFT IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRDPARTY CONTENT.
- 11.3. FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND FYISOFT'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF FYISOFT CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND FYISOFT WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO FYISOFT FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.
- 11.4. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **12. LIMITATION OF LIABILITY**

- 12.1. **NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS MASTER AGREEMENT), DATA, OR DATA USE. FYISOFT'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO FYISOFT FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM FYISOFT UNDER SUCH ORDER.**
13. **ADDITIONAL INFRINGEMENT INDEMNIFICATION TERMS**

- 13.1. If FYIsoft is the Provider and exercises its option under Section 6.2 of the General Terms to end the license for and require the return of a Material that is a component of the Cloud Services, including an FYIsoft Program, then FYIsoft will refund any unused, prepaid fees that You have paid for such Material. If such Material is Third-Party technology and the terms of the Third-Party license do not allow FYIsoft to terminate the license, then FYIsoft may, upon thirty (30) days prior written notice, end the Services associated with such Material and refund to You any unused, prepaid fees for such Services.
- 13.2. FYIsoft will not indemnify You to the extent that an infringement claim is based on Third-Party Content or any Material from a Third-Party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a Third-Party blog or forum, a Third-Party Web page accessed via a hyperlink, marketing data from Third-Party data providers, etc.). FYIsoft will not indemnify You for infringement caused by Your actions against any Third-Party if the Services as delivered

to You and used in accordance with the terms of this Master Agreement would not otherwise infringe any Third-Party intellectual property rights. FYIsoft will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

- 13.3. The phrase "user documentation" in the first sentence of Section 5.4 of the General Terms includes the Service Specifications referenced in Your order for Services.

#### **14. THIRD-PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES**

- 14.1. The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, platforms, content, products, services, and information of third parties. FYIsoft does not control and is not responsible for such Web sites or platforms or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and Third-Party content, products, services and information.
- 14.2. Any Third-Party Content made accessible by FYIsoft is provided on an "as is" and "as available" basis without any warranty of any kind. Third-Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that FYIsoft is not responsible for and under no obligation to control, monitor or correct Third-Party Content; however, FYIsoft reserves the right to take remedial action if any such content violates applicable restrictions under of this Master Agreement, including the removal of, or disablement of access to, such content. FYIsoft disclaims all liabilities arising from or related to Third-Party Content.
- 14.3. You acknowledge that: (i) the nature, type, quality and availability of Third-Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and exchange rate services, etc. (each, a "Third-Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. FYIsoft may update, change or modify the Services under this Master Agreement as a result of a change in, or unavailability of, such Third-Party Content, Third-Party Services or APIs. If any Third-Party ceases to make its Third-Party Content or APIs available on reasonable terms for the Services, as determined by FYIsoft in its sole discretion, FYIsoft may cease providing access to the affected ThirdParty Content or Third-Party Services without any liability to You. Any change to Third-Party Content, ThirdParty Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Master Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such change.
- 14.4. Any Third-Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

#### **15. SERVICES TOOLS AND ANCILLARY SOFTWARE**

- 15.1. FYIsoft may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to help resolve Your FYIsoft service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing FYIsoft's product and service portfolio, to help FYIsoft address deficiencies in its product and service offerings, and for license and Services management.
- 15.2. FYIsoft may provide You with on-line access to download certain Ancillary Software for use with the Services. If FYIsoft licenses Ancillary Software to You and does not specify separate terms for such Ancillary Software, then, subject to Your payment obligations, (i) You have the non-exclusive, non-assignable, worldwide limited right to use such Ancillary Software solely to facilitate Your access to, operation of,



and/or use of the Services Environment, subject to the terms of this Master Agreement and Your order, including the Services Specifications, (ii) FYIsoft will maintain such Ancillary Software as part of the Cloud Services, and (iii) Your right to use such Ancillary Software will terminate upon the earlier of FYIsoft's notice or the end of the Cloud Services associated with the Ancillary Software. If Ancillary Software is licensed to You under separate Third-Party license terms, then Your use of such software is subject to such separate terms.

## **16. SERVICE ANALYSES**

- 16.1. FYIsoft may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). FYIsoft may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. FYIsoft retains all intellectual property rights in Service Analyses.

## **17. ADDITIONAL NOTICE TERMS**

- 17.1. To request a termination of Services in accordance with this Master Agreement, You must submit a service request to FYIsoft at the address specified in Your order or the Service Specifications.
- 17.2. FYIsoft may give notices applicable to FYIsoft's Cloud Services customer base by means of a general notice on the FYIsoft portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in FYIsoft's account information or by written communication sent by first class mail or pre-paid post to Your address on record in FYIsoft's account information.

## **18. ADDITIONAL EXPORT TERMS**

- 18.1. You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Services Environment without regard to geographic location and to transfer or otherwise move Your Content and Your Applications between the Services Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Content and Your Applications.

## **19. OTHER**

- 19.1. FYIsoft is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We are each responsible for paying our own employees, including employment related taxes and insurance. You understand that FYIsoft's business partners and other third parties, including any third parties with which FYIsoft has an integration or that are retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of FYIsoft and are not FYIsoft's agents. FYIsoft is not liable for, bound by, or responsible for any problems with the Services, Your Content or Your Applications arising due to any acts of any such business partner or ThirdParty, unless the business partner or Third-Party is providing Services as an FYIsoft subcontractor on an engagement ordered under this Master Agreement and, if so, then only to the same extent as FYIsoft would be responsible for FYIsoft resources under this Master Agreement.
- 19.2. You shall obtain at Your sole expense, any rights and consents from third parties necessary for Your Content, Your Applications, and Third-Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for FYIsoft to perform the Services under this Master Agreement.

- 19.3. You agree to provide FYIsoft with all information, access and full good faith cooperation reasonably necessary to enable FYIsoft to provide the Services and You will perform the actions identified in Your order as Your responsibilities.
- 19.4. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making FYIsoft aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Master Agreement. FYIsoft will cooperate with Your efforts to determine whether use of the standard FYIsoft Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by FYIsoft or changes to the Services.
- 19.5. FYIsoft may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Master Agreement. You agree to cooperate with FYIsoft's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within thirty (30) days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, FYIsoft can end Your Services and/or Your order. You agree that FYIsoft shall not be responsible for any of Your costs incurred in cooperating with the audit.
- 19.6. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms permitted in Section 4 (Service Specifications), Section 10 (Data Protection) and Section 14 (Third-Party Web Sites) with respect to the Services, this Master Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of You and of FYIsoft.