

SkyVoice ShareSync Product Schedule

This SkyVoice ShareSync Product Schedule (this “**Schedule**”) between **Segra**, as defined in the Service Order, and the entity purchasing any of the SkyVoice ShareSync Services (“**Customer**”) is effective immediately upon Customer’s initial use, order or purchase of the SkyVoice ShareSync Services and is issued pursuant to and incorporates by reference the terms and conditions of the Service Order (the “**Service Order**”) by and between Segra and Customer. The terms and conditions of this Schedule are applicable to the ShareSync service only, and “**SkyVoice Service**” as used in this Schedule refers only to the ShareSync service.

1. GENERAL TERMS. All capitalized terms in this Schedule shall have the same meaning as set forth in the Service Order, unless otherwise defined herein. In the event of an express conflict between the terms of the Service Order and the terms of this Schedule, this Schedule shall govern.

2. UPDATES TO THE SKYVOICE SERVICE. Segra reserves the right, in its sole discretion, to make unscheduled deployments of changes, updates or enhancements to the SkyVoice Service at any time. Segra, in its sole discretion, may add or remove functionalities or features of the SkyVoice Service, and Segra may suspend or stop the SkyVoice Service altogether.

3. USE OF THE SKYVOICE SERVICE. By downloading or using the Client Software (as defined in Section 5.1) or accessing or using the SkyVoice Service, Customer:

3.1. Agrees that the Client Software and SkyVoice Service are licensed (not sold) to Customer, and that Segra reserves all rights not expressly granted to Customer in this Schedule or in the Service Order;

3.2. Agrees that when Customer establishes a shared folder on the SkyVoice Service or when files are otherwise shared with Customer by third parties (such as Customer’s collaborators), the shared files may contain offensive, inappropriate or harmful content, and Customer understands and agrees that Segra does not have an obligation to review the content of files and will not in any way be responsible for the content of files;

3.3. Agrees that Customer’s license to use the Client Software and the SkyVoice Service may be automatically terminated by Segra if Customer violates this Schedule, the Service Order or any of Segra’s applicable policies;

3.4. Agrees not to reverse engineer, decompile, or otherwise attempt to discover the source code of the SkyVoice Service or any part thereof (including Client Software), except and only to the extent that applicable law expressly requires that such activity be permitted, notwithstanding this limitation; and

3.5. Agrees that third-party terms and fees may apply to the use and operation of Customer’s mobile device in connection with Customer’s use of the Client Software or the SkyVoice Service, such as Customer’s carrier’s terms of services, fees for phone service, Data access, or messaging capabilities, and that Customer is solely responsible for payment of any and all such fees.

4. DATA.

4.1. **Ownership.** Segra does not claim ownership of any Data (including any files or folders) that Customer uploads, transmits, or stores using Customer’s account(s) on the SkyVoice Service. Segra does not control, verify, or endorse the Data that Customer and others make available on the SkyVoice Service.

4.2. **License to Segra.** By posting, publishing, transmitting or storing Customer’s Data using the Service, Customer grants Segra a worldwide, non-exclusive, royalty-free right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify, and distribute Customer’s Data, in whole or in part, in any media formats and through any media channels (now known or hereafter developed) for the purpose of providing Customer the Service.

4.3. **License to Third Parties.** By posting and sharing Customer’s Data with another person using the functionality of the SkyVoice Service, Customer hereby grants that person a non-exclusive license to access and use such Data as permitted by the functionality of the SkyVoice Service.

4.4. **Confidentiality.** Notwithstanding anything to the contrary in the Service Order, the Data that Customer uploads, transmits, or stores using Customer’s account(s) on the SkyVoice Service, will not be considered Confidential Information as defined in the Service Order. Segra’s collection, use, storage, and disclosure of such Data will be governed by Segra’s Privacy Policy.

4.5. **Data Representations and Warranties; Liability for Data; Unauthorized Access.** Customer represents and warrants to Segra

that: (a) Customer has all the rights in the Data necessary for Customer to use the SkyVoice Service and to grant the rights in this Section 4; and (b) the storage, use and/or transmission of the Data in connection with the SkyVoice Service does not and will not violate any law, regulation or this Schedule. Customer will: (i) be solely responsible for the nature, quality and accuracy of the Data; (ii) ensure that the Data (including the storage, use and/or transmission thereof) complies with this Schedule and any and all applicable laws and regulations; (iii) promptly handle and resolve any notices and claims relating to the Data, including any notices sent to Customer by any person claiming that any Data violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (iv) maintain appropriate security, protection and backup copies of the Data, which may include Customer's use of additional encryption technology to protect the Data from unauthorized access. Segra will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Data. Customer must immediately notify Segra in writing of any unauthorized use of any Data, Account or the SkyVoice Service that comes to Customer's attention. In the event of any such unauthorized use by any third party that obtained access through Customer, Customer will take all steps necessary to terminate such unauthorized use. Customer will provide Segra with such cooperation and assistance related to any such unauthorized use as Segra may reasonably request.

4.6. **Obligations.** Segra is under no obligation to edit or control Data that Customer or other Users post or publish, and Segra will not be in any way responsible or liable for such Data. Segra may, however, at any time and without prior notice, screen, remove, edit, or block any Data that in Segra's sole judgment violates this Schedule, the Service Order, or is otherwise objectionable. Customer understands that when using the SkyVoice Service Customer will be exposed to Data from a variety of sources and acknowledge that Data may be inaccurate, offensive, indecent or objectionable. Customer agrees to waive, and hereby does waive, any legal or equitable rights or remedies Customer has or may have against Segra with respect to Data. Segra expressly disclaims any and all liability in connection with Data. If notified by a user or content owner that Data allegedly does not conform to the Service Order, Segra may investigate the allegation and determine in its sole discretion whether to remove the Data, which Segra reserves the right to do at any time and without notice. For clarity, Segra does not permit copyright-infringing activities on the SkyVoice Service.

5. SHARESYNC CLIENT SOFTWARE.

5.1. **Definition.** For purposes of this Schedule, the following definition applies:

5.1.1. **"Client Software"** means all downloadable or installed software that allows a computer or mobile device to access or use the SkyVoice Service, including applications for iOS or Android and clients/plugins for Windows OS, Mac OS, Microsoft Office, and Microsoft Outlook.

5.2. **Use of Client Software.** The use of Client Software is governed by the terms and conditions of the Service Order, including this Schedule, and may also be governed by additional license terms that Customer (or a User) must accept in order to use the Client Software (such license terms, an **"End User License Agreement"**). To the extent there is an express conflict between these terms and any End User License Agreement, the terms of the applicable End User License Agreement will govern. Customer may use the Client Software only in accordance with the Service Order and any applicable End User License Agreement, and only in connection with the SkyVoice Service.

5.3. **Updates to Client Software.** Segra may automatically check Customer's version of the Client Software. Segra may also automatically download to Customer's computer or device new versions of the Client Software, and automatically upgrade old versions of Client Software with new versions of Client Software.

5.4. **Export Restrictions.** The Client Software is of U.S. origin for purposes of U.S. export control laws. Customer agrees to comply with all applicable international and national laws that apply to the Client Software, including U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and foreign governments.

6. **SERVICE RESTRICTIONS AND DISCLOSURES.** The SkyVoice Service is subject to the following additional restrictions and disclosures:

6.1 **Potential Administrator Access to Users' Personal Data.** The SkyVoice Service is configured to back up the Data stored on identified devices. If any such identified device contains a User's personal Data (such as a device (e.g., laptop or mobile phone) on which a User stores both business and personal Data), a copy of such personal Data will be stored in the backups created for such device and will therefore potentially be visible to Account administrators. The Administrator File Management feature of the SkyVoice Service is not enabled by default; however, if the Account owner enables such feature, the Account administrators will have the ability to view any Data stored in the backups, including without limitation any Users' personal Data contained therein.

6.2 **Retention and Deletion of Data.**

6.2.1 **Retention Policy for File Versions and Deleted Items.** The SkyVoice Service provides Account administrators the ability to limit the retention period for previous file versions and ShareSync "Deleted Items." If such retention period is changed by

an Account administrator, then previous file versions and “Deleted Items” will be automatically and permanently deleted based on the retention period established by the Account administrator. Segra is not responsible for any Data loss that Customer suffers due to the aforementioned changes in the retention period or policy settings for Customer’s Account (including, without limitation, the permanent destruction of Customer’s Data as a result).

6.2.2 **Permanent Deletion of Deleted Items.** The SkyVoice Service provides Account administrators the ability to either (i) prevent Users from permanently deleting Deleted Items or (ii) allow Users to permanently delete Deleted Items. Segra is not responsible for any damages (including without limitation Data loss or unintended retention of Data) that Customer suffers due to the deletion settings on Customer’s Account, regardless of whether Customer’s account uses the default settings or such settings are changed by an administrator.

7 **COPYRIGHT, TRADEMARK AND PATENT NOTICES.** Customer must not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Client Software. Customer has no right to use any Segra logos in any manner whatsoever. Customer must not undertake any action that will interfere with or diminish Segra’s right, title and/or interest in the trademark(s) or trade name(s).

8 **NO RENTAL OR SUBLICENSING.** Customer may not sublicense, rent, lease, lend, pledge, or directly or indirectly transfer or distribute Client Software to any third party, and Customer may not permit any third party to have access to and/or use the Client Software or SkyVoice Service, except for Customer’s Users and third parties with whom Customer shares Customer’s files, as permitted by the SkyVoice Service.

9 **SUSPENSION AND TERMINATION OF CUSTOMER'S USE OF THE SERVICE.** Segra reserves the right, in Segra’s sole discretion, to temporarily suspend or terminate Customer’s access to the SkyVoice Service at any time, with or without cause, and with or without notice, without incurring liability of any kind. For example, Segra may suspend or terminate Customer’s access to or use of the SkyVoice Service for: (a) an actual or suspected violation of the Service Order; (b) the use of the SkyVoice Services in a manner that may cause Segra to have legal liability or disrupt others' use of the SkyVoice Services; (c) the suspicion or detection of any malicious code, virus or other harmful code by Customer or in Customer’s account; (d) scheduled downtime and recurring downtime; (e) use of excessive storage capacity or bandwidth; or (f) unplanned technical problems and outages. If, in Segra’s determination, the suspension might be indefinite and/or Segra has elected to terminate Customer’s access to the SkyVoice Service, Segra will use commercially reasonable efforts to notify Customer through the SkyVoice Service. Customer acknowledges that if Customer’s access to the SkyVoice Service is suspended or terminated, Customer may no longer have access to the Data that is stored with the SkyVoice Service. In the event of termination or cancellation, Customer must (i) stop using and/or accessing the Client Software and the SkyVoice Service and (ii) destroy all copies of the Client Software and all of their component parts.