

END USER LICENSE AGREEMENT

By registering for an rFiler account you or the entity you represent ("you" and "your") agree to be bound by these Terms of Service (the "Terms"), which govern your access to and use of the rFiler Service (the "Service") offered by Cyber Sphere Data, Inc. ("CSDI", "we", "us" or "our"). Some applications of the Service may implement open source code released under the GNU General Public License ("GPL"). Please carefully read the GPL as well as our Service Level Agreement and Privacy Policy, which are incorporated into these Terms.

If you are registering for the Service on behalf of an organization, you are agreeing to these Terms for that organization and promising that you have the authority to bind that organization to these Terms. In that case, "you" and "your" will refer to that organization.

It is important to note that the functionality of the Service is time-dependent and these Terms represent the functionality as of now. It is possible that earlier versions of the Service do not support all the functionalities as described below.

1. Your Account

You agree to provide us with accurate and complete information when you create an rFiler Account (your "Account"). In order to prevent unauthorized access to your Account, you agree to keep your password and other Account details confidential and not share them with anyone else.

You, as the Account holder, are solely responsible for access to, content in or sharing and use of your Account. We are not liable for any loss or damage arising from any access to, content in, or sharing and use of your Account. If you believe there has been unauthorized access to your Account, you must notify support@cyberspheredata.com immediately.

2. Conditions of Use

By using the Services, you agree that you:

- (a) will not violate, or encourage or facilitate the violation of, any aspect of our Acceptable Use Policy;
- b) will not access or attempt to access the Services by any means other than those provided through the rFiler application or by an authorized third party.

3. Registration Information / Privacy

You agree to promptly notify us of any change in the information you provided during your registration for the Services (including, without limitation, any change in your mailing address, telephone numbers or email address). The registration information (including your selected username and password) provided by you during your registration for the Service, together with any and all updates provided by you from time to time under this paragraph, is referred to in these Terms as the "Registration Information." Our policy regarding the privacy and use of the Registration Information is set forth in our

Privacy Policy, which may be modified and amended by us from time to time. By accepting these Terms, you are also acknowledging that you agree to the terms of the Privacy Policy.

4. Billing

Free Accounts

We reserve the right to terminate Free Accounts at any time, with or without notice. Without limiting the foregoing, if a Free Account is inactive for ninety (90) days, then we reserve the right to terminate the Free Account without providing additional notice. An inactive account is an account where no sign in has occurred either automatically or manually for a specified period of time.

5. Security

Account Passwords

You are solely responsible for any consequences arising out of your failure to maintain the confidentiality of your Account password and/or encryption password. You will notify us of any unauthorized use or breach in security of your Account immediately after you learn of such unauthorized access or use. We advise use of a strong Account password for better security.

We endeavor to restrict access to the data and files you encrypt, decrypt, store, or retrieve from your Account to persons you have authorized to access your data and files. However, no password-protected system of data storage and retrieval can be made entirely impenetrable. Accordingly, you hereby acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify and distribute the data and files you store using this product.

Encryption System

rFiler supports 256-bit AES data encryption of your data using both (i) a unique user key and (ii) a per file session key. This encryption process encrypts the data contained within the file and not the file-name itself. Certain metadata related to the original file may not be encrypted. For data transfers and communications to our servers, data is internally encrypted using AES 256-bit encryption.

For increased security, the system generates unique keys for encrypting your data. While your data is still encrypted, CSDI personnel may still be able to decrypt your data using your Registration Information if such a situation should ever arise.

6. Use of IP Addresses

We may collect IP addresses for the purposes of system administration and/or to audit the use of our site. We can and will use IP addresses to identify a user when we feel it is necessary to enforce

compliance with our policies, Terms, or to protect our service, site, customers, or others. Some services, such as user logs and registration emails, may also display IP addresses.

7. Redundant Backups of Your Data

Based on the protection level of primary production devices, we may or may not keep redundant backups of the primary production data. This decision may be made based on RAID level, distributed nature of the file system where user account resides and other criteria. If there is no redundant backup of primary production data, we may not be able to recover data in the event of failure and we may need to initiate a fresh backup of user data.

The general guideline to users is that we strongly recommend a local backup of user data on premise.

Due to relatively large sizes of storage devices, some of the recovery and repair efforts in the event of a failure may take many days or weeks, and is not guaranteed.

8. Disclaimer of Warranties

The transmission, storage, viewing and retrieval of data and files through the World Wide Web is subject to a variety of conditions that make such transmission, storage, viewing and retrieval potentially unreliable. ACCORDINGLY, YOUR ACCOUNT AND THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, AT YOUR OWN RISK. CYBER SPHERE DATA, INC., ON BEHALF OF ITSELF AND ITS DISTRIBUTORS, ADVERTISERS AND SUPPLIERS, DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO YOUR ACCOUNT AND THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT). YOUR ACCOUNT AND THE SERVICE MAY NOT MEET YOUR NEEDS. CYBER SPHERE DATA, INC. MAKES NO REPRESENTATION OR WARRANTY: (A) THAT YOUR ACCOUNT OR THE SERVICE WILL MEET YOUR NEEDS; (B) THAT ACCESS TO YOUR ACCOUNT OR THE SERVICE WILL BE TIMELY, ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE; (C) THAT THE DATA AND FILES YOU STORE IN YOUR ACCOUNT WILL NOT BE LOST OR DAMAGED; (D) THAT THE DATA ON YOUR DESKTOP OR SERVER WILL NOT BE LOST OR DAMAGED; OR (E) THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY MATERIAL OR DATA YOU RETRIEVE THROUGH THE USE OF THE SERVICE IS DONE AT YOUR CHOICE AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE RETRIEVAL OF SUCH MATERIAL OR DATA.

9. Limitations of Liability

IN NO EVENT SHALL CYBER SPHERE DATA, INC. OR ITS AFFILIATES, AGENTS, ADVERTISERS OR SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY TO YOU FOR (I) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR DATA OR (II) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, REVENUE OR PROFITS OR BUSINESS INTERRUPTION) OR OTHER PECUNIARY LOSS ARISING OUT OF YOUR USE OR

INABILITY TO USE YOUR ACCOUNT OR THE SERVICE OR YOUR LOSS OF DATA OR FILES STORED THEREIN REGARDLESS OF LEGAL THEORY, WHETHER OR NOT CYBER SPHERE DATA, INC. HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO OUR SERVICES WILL BE LIMITED TO THE GREATER OF \$100 OR ANY AMOUNTS PAID BY YOU TO CYBER SPHERE DATA, INC. FOR THE PAST THREE MONTHS OF THE SERVICES IN QUESTION.

10. Class Action Clause

You agree that Class Actions are not allowed and all disputes with CSDI must be resolved on an individual basis. You may not bring any claim against CSDI as a class member. This includes class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations. Regardless of whether any such dispute, controversy or claim concerns any other individual / entity, multiple individuals / entities, or other persons, classes of individuals, or entities, all cases shall be decided between CSDI and the individual only.

11. Indemnification

You will, as allowable by law, defend, indemnify and hold Cyber Sphere Data, Inc., our subsidiaries, affiliates, agents, officers, licensors, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of (i) your use of your Account and the Services, (ii) any data files and content stored by you in your Account and otherwise on our servers, and (iii) any violation of these Terms by you. We will be entitled, at our expense, to participate in the defense and settlement of the claim or action with counsel of our own choosing. You may not settle any claims that limit our rights without our prior written consent.

12. Termination

We may, at our option and in addition to other remedies, immediately and without notice terminate these Terms at any time or suspend your access to the Services: (i) if you breach any provision of these Terms; (ii) if we are required to do so by law; (iii) if we cease to offer any services covered by these Terms; or (iv) for any other reason with thirty (30) days prior written notice to you (or sooner if you are flagrantly violating these Terms or are a threat to users or the Services). You may terminate these Terms at your convenience by delivering at least thirty (30) days prior written notice to us. Should you object to any of these Terms or any subsequent modifications thereto or become dissatisfied with the Services in any way, your only recourse is to immediately: (a) discontinue use of the Services; (b) terminate these Terms; and (c) notify us of such termination as described below in paragraph 17. Upon any termination of these Terms, we will remove stored in rFiler backup and/or rFiler sync data files from main storage and archives immediately. Paragraphs 12, 13, 16, 17, 18 and 19 of these Terms (and any other provision that can be reasonably construed to survive termination) will survive termination of these Terms.

13. Notices

Any notice under these Terms given by Cyber Sphere Data, Inc. to you will be deemed to be properly given if sent (i) by email to your email address as set forth in the Registration Information, (ii) by a startup screen that starts before your next use of the Services, (iii) by written communication mailed by first class U.S. mail to your address on record in the Registration Information, or (iv) by a display about the changed information in the Terms on our website. It is important that you maintain a correct working email address and update it if necessary to be able to receive our communications. To ensure proper delivery of email communications, please whitelist '@cyberspheredata.com' domain in your email spam filter.

Any notice under these Terms provided by you will be deemed to be properly given if received by Customer Service at support@cyberspheredata.com, On successful cancellation of an account by you or by us, due to various reasons including non-payment for the Services, your data you have elected to upload will be removed from our storage servers. We may delay the cancellation related to non-payment for the services and provide a grace period of up to thirty (30) days from the due date to allow for the customer to arrange for payments.

Fair Use Notice: Any copyrighted materials used in this website, like third-party logos (Windows, Mac, Linux 'Tux' etc.) are the property of their respective owners/companies.

14. Severability

These Terms will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of the Terms is held to be invalid or unenforceable under applicable law to any extent, then (i) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (ii) such invalidity or unenforceability will not affect any other provision of the Terms.

15. Modifications to this Agreement

We may change these Terms from time to time and the most current version will always be posted on our website located at www.cyberspheredata.com. If we think a revision is material we will notify you (e.g., via email). Other changes may be posted to our blog or terms page, so please check those pages regularly. Your continued use of the Services after such revisions become effective will constitute your acceptance of such changed terms and conditions. If you do not agree to the new terms, please stop using the Services and cancel your account.

16. Miscellaneous

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SAN DIEGO COUNTY, CALIFORNIA, AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL

JURISDICTION THERE. The provisions of the U.N. Convention on Contracts for the International Sale of Goods and any successor treaties will not apply. You will commence any claim or cause of action arising under or otherwise occurring by reason of these Terms within one (1) year after the claim or cause of action arises or such claim or cause of action is forever barred. These Terms create no third party beneficiary rights. You may not assign any of your rights in these Terms, and any such attempt is void, but we may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Cyber Sphere Data, Inc. and you are not legal partners or agents; instead, our relationship is that of independent contractors. Our failure to insist upon or enforce strict performance of any provision or right of these Terms will not be construed as a waiver of any provision or right. These Terms constitute the entire and exclusive agreement between you and Cyber Sphere Data, Inc. with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings and agreements.