

Filot Operations Inc.

Filot Platform Terms Of Service

Last Updated: February 13th, 2026

1. DEFINITIONS.

“Authorized Users” means employees or contractors permitted by Customer to use the Filot Platform.

“Customer” means the business entity that has purchased a Filot subscription and its Authorized Users.

“Filot Platform” means, collectively, Filot’s websites, web-based portal, desktop applications, mobile applications, APIs, backend systems, the Services, and the features described under Customer’s purchased subscription tier in Appendix A (Service Descriptions).

“Services” means the functionalities made available through the Filot Platform, including document transfer, storage, collaboration, and integration tools.

2. AGREEMENT TO TERMS.

These Filot Platform Terms of Service (these **“Terms”**) govern Customer’s access to and use of the Filot Platform and are a binding legal contract between Customer and Filot Operations Inc. (**“Filot,” “we,” “us,”** or **“our”**). Please read the following information carefully. By accessing or using the Filot Platform, Customer acknowledges that it has read, understood, and agrees to be bound by these Terms. Customer represents and warrants that the individual entering into these Terms is at least 18 years old and authorized to enter into contracts of this kind on behalf of its employer. If Customer does not agree to these Terms, Filot is not willing to grant Customer any right to use or access the Filot Platform, and Customer must promptly exit the Filot Platform. Customer should print and retain a copy of these Terms and any updates for its records.

These Terms apply to Customers that access the Filot Platform under a firm-level or organization-level subscription, order, quote, or other written arrangement, and to Customer’s Authorized Users. Customer is responsible and liable for all acts and omissions of its Authorized Users and all activity under its and its Authorized Users’ accounts. External parties who create their own portal accounts to exchange documents with a Customer are not parties to these Terms and will be governed by separate terms applicable to external portal users.

3. SERVICES.

The Services are intended for use by business entities, including those operating in regulated industries (subject to Section 4 (Compliance Disclaimer)), for secure document access, transfer, and collaboration. Filot offers subscription-based Services in the following three tiers:

- **Tier 1 – Transfer:** Document transmission with transient storage for up to thirty (30) days.

- **Tier 2 – Transfer Plus:** Document transmission plus extended collaboration tools and longer temporary storage.
- **Tier 3 – Transfer and Document Management:** Document transmission plus long-term archival and document management functionality.

Additional details for each tier are set forth in Appendix A (Service Descriptions).

4. COMPLIANCE DISCLAIMER.

Filot is not currently certified for HIPAA, FISMA, GLBA, or other industry-specific regulatory compliance frameworks. Customer is solely responsible for determining whether the Filot Platform is appropriate for Customer's specific legal and regulatory obligations and for configuring and using the Filot Platform in compliance with applicable law. Customer must not upload or provide Filot any information that requires a specific compliance regime (including, for example, protected health information under HIPAA) unless Filot has expressly agreed in a signed writing permitting Customer to do so, such as via a separate addendum.

5. INTELLECTUAL PROPERTY RIGHTS.

Customer acknowledges and agrees that (a) the Filot Platform, together with all source code, databases, functionality, architecture, algorithms, models, processes, techniques, user interfaces, software (including any desktop application), visual design, and trademarks, is protected by the intellectual property rights of Filot and its vendors/licensors, and that Customer has no right to transfer or reproduce any of the foregoing or any software provided with the Filot Platform or prepare any derivative works with respect to the Filot Platform, and (b) Filot owns all right, title, and interest in and to the Filot Platform, including any changes or modifications made to the Filot Platform. Under no circumstances will Customer be deemed to receive title to any portion of the Filot Platform, title to which at all times will vest exclusively in Filot. This is not a "work made for hire" agreement, as that term is defined in Section 101 of Title 17 of the United States Code.

Subject to Customer's compliance with these Terms, Filot grants Customer a limited, non-exclusive, non-transferable license to access and use the Filot Platform solely for its intended purpose within the limits of Customer's applicable subscription tier. Any rights not expressly granted by these Terms are reserved by Filot and/or its vendors and licensors. Filot may, in its sole discretion, modify, update, or discontinue portions of the Filot Platform at any time, including releasing updates or changes to the Filot Platform. Filot is not liable for any resulting downtime or interruptions.

6. CUSTOMER MATERIALS.

Customer grants Filot a non-exclusive, worldwide, royalty-free license to use the documents, information, graphics, data, content, programming, and other materials input by Customer into the Filot Platform ("**Customer Materials**") for purposes of providing the Filot Platform. Customer will be responsible for obtaining all rights, permissions, and authorizations to provide Customer Materials to Filot for use as contemplated under these Terms. Customer grants Filot a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty-free license to use, copy, distribute, and otherwise exploit statistical and other aggregated data derived from Customer's use of the Filot Platform (the "**Aggregated Data**") for Filot's business purposes, including the provision of products and services to Filot's customers, provided that the Aggregated Data is combined with

similar data from Filot's other customers and does not include (directly or by inference) any information identifying Customer or any identifiable individual. Except for the licenses granted in this Section, nothing contained in these Terms will be construed as granting Filot any right, title, or interest in Customer Materials.

Filot stores and processes Customer Materials using AWS infrastructure. Filot uses industry-standard safeguards including encryption in transit and at rest. While Filot takes reasonable steps to protect Customer Materials, no system can guarantee absolute security. Customer is solely responsible for the accuracy, legality, and integrity of all documents uploaded or shared through the Filot Platform. Filot does not validate or verify content and disclaims responsibility for errors or omissions in Customer Materials.

Filot is expressly permitted to retain Customer Materials and certain Account and transactional information where required for Filot's backups, security, fraud prevention, dispute resolution, or legal compliance.

7. PRIVACY.

Please review Filot's Privacy Policy located at [Privacy Policy](#). For details on the manner in which Filot collects, uses, discloses and otherwise manages Customer's personal information.

8. GOVERNMENT REQUESTS FOR DATA

Filot uses secure end-to-end encryption for all stored and in-transit communications and documents. Therefore, Filot cannot share or otherwise access the content of messages and documents in response to government requests. Only Filot customers and intended recipients can view the content of such information. Filot is not able to independently decrypt this information at the request of law enforcement or any other government entity.

Filot will only disclose Customer Account records in accordance with these Terms and applicable legal requirements. This may include, but is not limited to, compliance obligations set forth by the Stored Communications Act ("**SCA**") under the Electronic Communications Privacy Act ("**ECPA**"). Consistent with these obligations, certain Account information (if available) may be produced pursuant to a valid subpoena, court order, or search warrant. This may include basic subscriber information as identified in 18 U.S.C. § 2703(c)(2), and other information not including the contents of communications and documents, in accordance with 18 U.S.C. § 2703(d). Filot requires a valid order under the Pen Register Act, 18 U.S.C. § 3121, *et seq.*, or the Wiretap Act, 18 U.S.C. § 2510, *et seq.* in order to provide any information on a prospective basis.

Non-U.S. law enforcement must rely on procedures set forth in any applicable Mutual Legal Assistance Treaty ("**MLAT**"), CLOUD Act bilateral agreement, or letters rogatory processes.

Filot reserves the right to notify any users about requests for their information, unless prohibited by law or where exceptional circumstances exist – such as in cases involving child exploitation or a threat of imminent death or serious bodily injury. Filot will abide by nondisclosure orders issued under 18 U.S.C. § 2705(b) or other similar legal authority.

In response to a valid government request to preserve Customer Materials and Account information, Filot will take steps to preserve such records in accordance with applicable law and these Terms. Under receiving such a request pursuant to 18 U.S.C. § 2703(f) or other applicable legal authority, Filot will attempt to preserve any available records associated with a properly identified account and that are

within a specified date range. Such preservations will expire after 90 days without a valid preservation extension request. As a courtesy for non-U.S. law enforcement, Filot may, at its discretion, preserve available records for up to a year while the MLAT or letters rogatory process is undertaken.

Consistent with 18 U.S.C. §§ 2702(b)(8) and 2702(c)(4), Filot may voluntarily disclose Account records where there is a good faith belief that an emergency exists involving danger of death or serious physical injury to any person that would require disclosure without delay of information relating to the emergency.

In instances where Filot is made aware of potential child exploitation content on the Filot Platform, Filot will report all apparent instances to the National Center for Missing and Exploited Children (“**NCMEC**”), which coordinates with the International Centre for Missing and Exploited Children and law enforcement authorities from around the world.

Filot follows the same process for all government requests and reviews each request individually. In addition to requests submitted pursuant to ECPA and similar laws, this may include administrative subpoenas, U.S. National Security Letters (“**NSLs**”), and requests made under the Foreign Intelligence Surveillance Act (“**FISA**”). Filot requires that each request be made in accordance with the applicable law and produce only information that is narrowly tailored to respond to the individual request.

Filot does not disclose any Account information based solely on user consent. In such situations, a user may obtain information directly from their own Account and provide any requested information directly to the appropriate government or law enforcement official.

Disclosures of records will be made to law enforcement accompanied by a Certificate of Authenticity, which should eliminate any need for testimony from a custodian of records. Filot is unable to provide expert testimony or testimony outside of the United States.

Filot may seek reimbursement from Customer for costs incurred from responding to government requests for information as provided by law. Additional charges may be incurred in responding to unusual or burdensome requests. In some instances involving emergency requests, Filot may waive such fees.

9. FEEDBACK.

Customer may provide suggestions, comments or other feedback (collectively, “**Feedback**”) to Filot with respect to its products and services, including the Filot Platform. Feedback is voluntary. Filot may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer’s intellectual property rights to make use of the Feedback, Customer grants Filot an irrevocable, non-exclusive, perpetual, fully-paid-up, royalty-free license to use the Feedback in connection with Filot’s business, including the enhancement of the Filot Platform.

10. ACCOUNT REGISTRATION AND SECURITY.

To use the Filot Platform, Customer must register an account (“**Account**”) and provide complete, accurate, and current information. Customer must maintain the confidentiality of its Account credentials and is responsible for all activities under its Accounts. Customer shall notify Filot immediately of any unauthorized access, use, or security incident relating to its Accounts. By registering, Customer represents and warrants (a) that Customer is 18 years of age or over, (b) if Customer is registering on behalf of its employer or other legal entity, that Customer has

authority to enter into contracts on their behalf; and (c) the registration information Customer provides is current, complete, and accurate. Customer is responsible for updating the registration information to ensure it continues to be current, complete, and accurate. Filot may accept or reject registration requests for the Filot Platform in Filot's sole discretion and may revoke registration and Accounts at any time, without cause or prior notice. Filot conclusively presumes that communications received from Customer through any Account Customer has created on the Filot Platform are accurate, complete, and authorized by Customer. Customer agrees not to contest the validity and binding legal effect of those communications.

11. ACCEPTABLE USE AND PROHIBITED ACTIVITIES.

As a condition of Customer's use of the Filot Platform, Customer represents and warrants that it will not use the Filot Platform for any purpose that is unlawful or prohibited by these Terms and will not use automated systems (e.g., robots, crawlers, spiders, etc.) to access the Filot Platform, collect personally identifiable information of other users, or sell or otherwise exploit that information. Customer shall not reproduce, republish, transmit, distribute, or otherwise exploit any portion of the Filot Platform without Filot's express written consent, and shall not, nor allow any third party to: (a) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Filot Platform or desktop application; (b) use the Filot Platform to develop a competing product or service; (c) use the Filot Platform for any purpose for which it was not designed or inconsistent with any online documentation provided by Filot; (d) upload, transmit, or store illegal, fraudulent, defamatory, obscene, threatening, intimidating, tortious, libelous, abusive, or otherwise prohibited content; (e) upload or transmit bulk or unsolicited commercial email, advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (f) upload, transmit, or store child sexual abuse material or any exploitative, abusive, or harmful content involving minors; (g) introduce malware, ransomware, spyware, or other harmful code; (h) violate or attempt to circumvent any security feature, interfere with server operation, or attempt to gain unauthorized access to systems or data; (i) violate or refuse to comply with any network requirements, procedures, policies, or regulations; (j) access or use the Filot Platform to facilitate, promote, or assist wrongdoing, including fraud, theft, extortion, money laundering, trafficking, or the planning or commission of crimes; (k) harass other users or Filot staff; (l) violate export control laws; (m) modify or create derivative works of the Filot Platform; (n) rent, lease, sublicense, or redistribute the Filot Platform; (o) remove or obscure proprietary notices; (p) upload, transmit, or otherwise make available any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; (q) use the Filot Platform for unauthorized commercial purposes; (r) impersonate any person or entity, falsely state or misrepresent affiliation, or create a false persona; (s) forge headers or otherwise manipulate identifiers to disguise the origin of content; or (t) otherwise use the Filot Platform in violation of any applicable law or regulation. Customer and its Authorized Users are solely responsible for the legality of all documents and information uploaded or shared through the Filot Platform, and Customer acknowledges that Filot does not access, view, review, or monitor the contents of any uploaded documents.

12. FEES.

Customer will pay Filot the fees and costs associated with the Filot Platform in accordance with these Terms and the applicable order, quote, or subscription agreement between Filot and Customer. Subscriptions are sold per Authorized User on a monthly or annual basis. The applicable tiers and entitlements (e.g., GB per month) are set forth in Appendix A (Service Descriptions). All fees are

non-refundable and noncancelable. Filot does not process individual user payments via the Filot Platform. Access to the Filot Platform is provided through organization-level licensing or subscription arrangements. Subscriptions will automatically renew for successive billing periods unless cancelled in accordance with Section 14 (Cancellation). Filot may adjust the tier descriptions, storage durations, entitlements, and pricing described in Appendix A (Service Descriptions) with at least thirty (30) days' notice prior to Customer's next renewal date, and Customer's continued use of the Filot Platform after such renewal constitutes acceptance of the revised pricing. Customer will pay Filot on demand all reasonable attorneys' fees and other costs incurred to collect any unpaid amounts due.

13. TERM AND TERMINATION.

These Terms remain in effect as long as Customer accesses or uses the Filot Platform. Filot reserves the right to terminate or suspend Customer's access to and use of the Filot Platform for any reason, including violation of these Terms. Upon termination, Customer's right to use the Filot Platform will immediately cease, and Customer must ensure that its Authorized Users cease use of the Filot Platform and uninstall the desktop application (if applicable). The following provisions will survive termination or expiration of these Terms: 5 (Intellectual Property Rights), 8 (Government Requests for Data), 9 (Feedback), 11 (Acceptable Use and Prohibited Activities), 12 (Fees), 13 (Term and Termination), 16 (Indemnity), 17 (Warranty Disclaimer), 18 (Limitation of Liability), 24 (Governing Law and Dispute Resolution; Mandatory Arbitration), 25 (Publicity), 28 (Electronic Communications, Transactions, and Execution), and 29 (Miscellaneous).

14. CANCELLATION.

Customer may cancel its subscription by contacting Filot at Cameron@filot.io. Cancellation will take effect at the end of the then-current billing term, subject to any applicable order terms.

15. CUSTOMER WARRANTY.

Customer represents and warrants that (a) it has full power, capacity, and authority to enter into these Terms and to grant the license set forth in Section 6 (Customer Materials); and (b) Filot's access to and use of the Customer Materials as contemplated under these Terms does not and will not infringe the intellectual property, publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of applicable foreign, federal, state and local laws, rules and regulations (including but not limited to applicable policies and laws related to spamming, privacy, and consumer protection).

16. INDEMNITY.

At Filot's option and request, Customer will, at its own expense, indemnify, defend, and hold Filot and its affiliates, and its and their officers, directors, employees, and agents harmless from and against any losses, costs, damages, fines, sanctions, liabilities, and expenses (including reasonable attorneys' fees, expert costs, and other court costs), arising out of Customer's use of the Filot Platform or related to a third-party claim, action or allegation (a) based on or caused by unauthorized access to the Filot Platform through Customer's Account, (b) based on Customer's actual or alleged breach of these Terms, (c) based on Customer's violation of any applicable law or regulation of any jurisdiction, or (d) arising out of Customer Materials. Customer shall not enter into a settlement or stipulated judgment of the foregoing without Filot's prior written consent.

17. WARRANTY DISCLAIMER.

TO THE GREATEST EXTENT PERMITTED BY LAW: (A) THE FILOT PLATFORM IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, AND NONINFRINGEMENT; (B) CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE OF THE FILOT PLATFORM; AND (C) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FILOT OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE FILOT'S OBLIGATIONS UNDER THESE TERMS. THE FILOT PLATFORM MAY

BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT FILOT AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED THIRD PARTIES (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEBSITES, COMPUTERS, OR NETWORKS. FILOT WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF CUSTOMER MATERIALS.

18. LIMITATION OF LIABILITY.

TO THE GREATEST EXTENT PERMITTED BY LAW: (A) NEITHER FILOT NOR ITS VENDORS AND LICENSORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES LOSS, BUSINESS LOSS, DATA LOSS, OR OTHER INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THESE TERMS OR THE FILOT PLATFORM, INCLUDING USE OF OR INABILITY TO USE THE FILOT PLATFORM, AND ALL SUCH DAMAGES ARE EXPRESSLY DISCLAIMED, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE TOTAL LIABILITY OF FILOT AND ITS VENDORS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THESE TERMS OR THE FILOT PLATFORM IN CONNECTION WITH ANY CLAIMS OR DAMAGES (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE) WILL NOT EXCEED THE GREATER OF \$100 USD OR THE FEES PAID BY CUSTOMER, IF ANY, DURING THE ONE MONTH IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FILOT'S SOLE AND EXCLUSIVE LIABILITY FOR CUSTOMER'S DISSATISFACTION WITH THE FILOT PLATFORM IS TO STOP USING THE FILOT PLATFORM.

19. FILOT PLATFORM MANAGEMENT.

Filot reserves the right to monitor Customer's use of the Filot Platform for compliance with these Terms through Account activity, usage patterns, and technical or security signals, and to restrict, suspend, or remove access as necessary to protect the Filot Platform, Filot, customers, users, or third parties. Filot may investigate and take action based on credible reports, notices, legal process, or technical or security signals indicating misuse of the Filot Platform, and may restrict, suspend, or terminate access to comply with law, protect the Filot Platform, or prevent abuse.

20. CORRECTIONS.

Filot reserves the right to correct any errors or inaccuracies in the Filot Platform at any time.

21. LINKS OR POINTERS TO OTHER WEBSITES AND MATERIALS.

Filot makes no representations whatsoever about any other website, integration, or materials that Customer may access through the Filot Platform. When Customer accesses a non-Filot integration or website, Customer understands and acknowledges that it is independent from Filot, and that Filot has no control over the content on that integration or website. In addition, a hyperlink to a non-Filot website does not mean that Filot endorses or accepts any responsibility for the content, or the use, of the linked website. It is Customer's sole responsibility to take precautions to ensure that whatever Customer selects for Customer's use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If Customer

decides to access any of the third party integrations or websites linked in the Filot Platform, Customer does this entirely at its own risk.

22. U.S. GOVERNMENT RIGHTS.

The Filot Platform is provided as a “commercial item” per FAR 2.101. Rights granted to U.S. government entities are limited as described in applicable FAR and DFARS regulations.

23. EXPORT, IMPORT AND OTHER REGULATIONS.

Customer assumes all responsibility for compliance with all laws and regulations of the United States and any other country from which Customer may access the Filot Platform regarding access, use, export, re-export and/or import of any Filot Platform content. Customer acknowledges and agrees that it will not export or import any Filot Platform content to any country to which export or import is restricted under United States law and that Customer is not a national of any such country.

24. GOVERNING LAW AND DISPUTE RESOLUTION; MANDATORY ARBITRATION.

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, exclusive of its choice of law rules requiring or permitting the application of the laws of a different jurisdiction. Before filing a claim, the parties agree to attempt to resolve disputes informally for 30 days. If unresolved, disputes will be resolved by binding arbitration under the AAA’s rules. Arbitration will take place in Milwaukee, Wisconsin. Disputes must be brought in an individual capacity, and class actions are not permitted. Notwithstanding the foregoing, nothing in these Terms will prevent either party from applying for injunctive relief in any court of competent jurisdiction.

25. PUBLICITY.

Filot may identify Customer as a customer in its customer listings, websites, and other promotional materials. In addition, Filot may issue a press release regarding the parties’ new relationship under these Terms.

26. FORCE MAJEURE.

Except for the payment of money as described in Section 12 (Fees) of these Terms, neither party will be liable for any failure or delay in performance under these Terms which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, Internet delays and failures, telecommunications failures, unavailability of components, labor difficulties, war, riot, act of God, pandemic, epidemic, export control regulation, laws, judgments or government instructions.

27. COPIES OF THESE TERMS; UPDATES.

Customer may print a copy of these Terms using the print feature in Customer’s browser. Filot suggests retaining a copy for Customer’s future reference. Filot may modify these Terms from time to time in its sole discretion. If Filot makes material changes, Filot will provide reasonable notice, such as by posting the updated Terms on Filot’s website or by providing notice through the Filot Platform or by email to the address associated with Customer’s Account. Unless otherwise stated, updated Terms will be effective as of the date they are posted. Customer’s

continued access to or use of the Filot Platform after the receipt of notice of any updated Terms constitutes Customer's acceptance of the updated Terms. If Customer does not agree to the updated Terms, Customer must stop using the Filot Platform and may cancel its subscription in accordance with these Terms and any applicable order terms.

28. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND EXECUTION.

By using the Filot Platform, Customer consents to electronic communications and transactions. These Terms may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and Customer's acceptance will be deemed binding between the parties. Customer acknowledges and agrees that it will not contest the validity or enforceability of these Terms and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form.

29. MISCELLANEOUS.

These Terms constitute the entire agreement between Customer and Filot regarding the Filot Platform, except to the extent Customer has a separate written subscription, order, or enterprise agreement with Filot, which separate written agreement will control in the event of a conflict. If any part of these Terms is held invalid by a court of competent jurisdiction, the remainder will continue in full force and effect. Filot may assign its rights and obligations under these Terms without restriction. Customer shall not assign these Terms without Filot's prior written consent. No joint venture, partnership, employment relationship, or agency relationship is created by these Terms. There are no third party beneficiaries to these Terms. For the avoidance of doubt, no Authorized User will be deemed a third party beneficiary of these Terms. Neither party will by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of these Terms.

30. CONTACT US.

If Customer has questions or complaints, please contact:

Email: Contact@filot.io.

Mailing Address: Filot Operations Inc., 1209 Orange Street, Wilmington, DE 19801

APPENDIX A

Service Descriptions

Tier 1 – Transfer

Storage: ≤[30] days

Minimum Transfer Entitlement: 40 GB/Authorized User/month

Tier 2 – Transfer Plus

Storage: ≤[31] days

Minimum Transfer Entitlement: 40 GB/Authorized User/month

Tier 3 – Transfer and Document Management

Archival storage (retention per ordering document)

Minimum Transfer Entitlement: 40GB GB/Authorized User/month