

Product Schedule - ShareSync

The following terms and conditions (the “**Schedule**”), between Xband Enterprises.net (“**Xband Enterprises**”) and _____ (“**You**”) is effective immediately and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement (the “**MSA**”) by and between Xband Enterprises and You. The terms and conditions of this Schedule are applicable to the Xband Enterprises ShareSync service only, and “**Service**” as used in this Schedule refers only to the Xband Enterprises ShareSync service.

1. **CUSTOMER PRICING.** Details of Service specific pricing as negotiated between You and Xband Enterprises can be accessed via the administrator access point (Host Pilot) or other web portal that may be provided Xband Enterprises.
2. **GENERAL TERMS.** All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless otherwise defined herein. In the event of an express conflict between the terms of the MSA and the terms of this Schedule, this Schedule shall govern.
3. **UPDATES TO THE SERVICE.** Xband Enterprises reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Service at any time. Xband Enterprises, in its sole discretion, may add or remove functionalities or features of the Service, and Xband Enterprises may suspend or stop a Service altogether.
4. **USE OF THE SERVICE.** By downloading or using the Client Software (as defined in Section 6.1) or accessing or using the Service, You:
 - 4.1 Agree the Client Software and Service are licensed, not sold to You, and Xband Enterprises reserves all rights not expressly granted to You in this Schedule or in the MSA;
 - 4.2 Consent to the collection, use, sharing and transfer of Your data, as outlined in the Xband Enterprises Privacy Policy (available at <http://www.xbandenterprises.com/legal/terms-of-use/as> updated from time to time, which is hereby incorporated by reference;
 - 4.3 Agree to the policies governing Your use of the Service including the Xband Enterprises Acceptable Use Policy (available at <http://www.xbandenterprises.com/legal/terms-of-use/>) and the Xband Enterprises DMCA policy (available at <http://www.xbandenterprises.com/legal/terms-of-use/as> such policies may be updated from time to time;
 - 4.4 Agree that when you establish a shared folder on the Service or when files are otherwise shared with You by third parties (such as Your collaborators), the shared files may contain offensive, inappropriate or harmful content, and You understand and agree that Xband Enterprises does not have an obligation to review the content of files and will not in any way be responsible for content of files;
 - 4.5 Agree that Your license to use the Client Software and the Service automatically terminates if You violate this Schedule or the MSA;
 - 4.6 Agree not to reverse engineer, decompile, or otherwise attempt to discover the source code of the Service or any part thereof (including Client Software), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; and
 - 4.7 Agree that third party terms and fees may apply to the use and operation of Your mobile device in connection with Your use of the Client Software or the Service, such as Your carrier’s terms

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of services, and fees for phone service, data access, or messaging capabilities, and that You are solely responsible for payment of any and all such fees.

5. DATA.

5.1 Ownership. Xband Enterprises does not claim ownership of any Data (including any files or folders) that You upload, transmit, or store using Your account(s) on the Service. Xband Enterprises doesn't control, verify, or endorse the Data that You and others make available on the Service.

5.2 License to Xband Enterprises. By posting, publishing, transmitting or storing Your Data using the Service, You grant Xband Enterprises a worldwide, non-exclusive, royalty-free right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify, and distribute Your 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 You the Service.

5.3 License to Third Parties. By posting and sharing Your Data with another person using the functionality of the Service, You hereby grant that person a non-exclusive license to access and use such Data as permitted by the functionality of the Service.

5.4 Confidentiality. Notwithstanding anything to the contrary in the MSA, the Data that You upload, transmit, or store using Your account(s) on the Service, will not be considered Confidential Information as defined in the MSA. Xband Enterprises collection, use, storage, and disclosure of such Data will be governed by the Xband Enterprises Privacy Policy.

5.5 Data Representations and Warranties; Liability for Data; Unauthorized Access. You represent and warrant to Xband Enterprises that: (a) You have all the rights in the Data necessary for You to use the Service and to grant the rights in this Section 5; and, (b) the storage, use or transmission of the Data does not violate any law or this SLA. You will: (a) be solely responsible for the nature, quality and accuracy of the Data; (b) ensure that the Data (including the storage or transmission thereof) complies with this SLA and any and all applicable laws, and regulations; (c) promptly handle and resolve any notices and claims relating to the Data, including any notices sent to You 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 (d) maintain appropriate security, protection and backup copies of the Data, which may include, Your use of additional encryption technology to protect the Data from unauthorized access. Xband Enterprises 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. You must immediately notify Xband Enterprises in writing of any unauthorized use of any Data, Account or the Service that comes to Your attention. In the event of any such unauthorized use by any third party that obtained access through You, You will take all steps necessary to terminate such unauthorized use. You will provide Xband Enterprises with such cooperation and assistance related to any such unauthorized use as Xband Enterprises may reasonably request.

5.6 Obligations. Xband Enterprises is under no obligation to edit or control Data that you or other Users post or publish, and will not be in any way responsible or liable for such Data. Xband Enterprises may, however, at any time and without prior notice, screen, remove, edit, or block any Data that in Xband Enterprises sole judgment violates this Schedule, the MSA, or is otherwise objectionable. You understand that when using the Service you will be exposed to Data from a variety of sources and acknowledge that Data may be inaccurate, offensive, indecent or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights

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or remedies you have or may have against Xband Enterprises with respect to Data. Xband Enterprises 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 MSA, Xband Enterprises may investigate the allegation and determine in our sole discretion whether to remove the Data, which we reserve the right to do at any time and without notice. For clarity, Xband Enterprises does not permit copyright-infringing activities on the Service.

6. SHARESYNC CLIENT SOFTWARE.

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

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

6.2 Use of Client Software. The use of Client Software is governed by the terms and conditions of the MSA, including this Schedule, and may also be governed by additional license terms that You (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. You may use the Client Software only in accordance with the MSA, and any applicable End User License Agreement, and only in connection with the Service.

6.3 Updates to Client Software. Xband Enterprises may automatically check Your version of the Client Software. Xband Enterprises may also automatically download to Your computer or device new versions of the Client Software, and automatically upgrade old versions of Client Software with new versions of Client Software.

6.4 Export Restrictions. The Client Software is of U.S. origin for purposes of U.S. export control laws. You agree 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 issue by U.S. and foreign governments.

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

8. **NO RENTAL OR SUBLICENSING.** You may not sublicense, rent, lease, lend, pledge, or directly or indirectly transfer or distribute Client Software to any third party, and You may not permit any third party to have access to and/or use the Client Software or Service, except for Your Users.

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9. **SUSPENSION AND TERMINATION OF CUSTOMER'S USE OF THE SERVICE.** Xband Enterprises reserves the right, in Xband Enterprises sole discretion, to temporarily suspend or terminate Your access to the Service at any time, with or without cause, and with or without notice, without incurring liability of any kind. For example, Xband Enterprises may suspend or terminate Your access to or use of the Service for: (a) the actual or suspected violation of the MSA; (b) the use of the Services in a manner that may cause Xband Enterprises to have legal liability or disrupt others' use of the Services; (c) the suspicion or detection of any malicious code, virus or other harmful code by You or in Your account; (d) scheduled downtime and recurring downtime; (e) use of excessive storage capacity or bandwidth; or (f) unplanned technical problems and outages. If, in Xband Enterprises determination, the suspension might be indefinite and/or Xband Enterprises has elected to terminate Your access to the Service, Xband Enterprises will use commercially reasonable efforts to notify You through the Service. You acknowledge that if Your access to the Service is suspended or terminated, You may no longer have access to the Data that is stored with the Service. In the event of termination or cancellation, You must stop using and/or accessing the Client Software and the Service, and destroy all copies of the Client Software and all of their component parts.
10. **WARRANTY DISCLAIMER.** THE SERVICE AND CLIENT SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, XBAND ENTERPRISES DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. UNDER NO CIRCUMSTANCES WILL XBAND ENTERPRISES, OR ITS EMPLOYEES, DIRECTORS, CONTRACTORS, OR AGENTS, BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE CLIENT SOFTWARE OR THE SERVICE, EVEN IF XBAND ENTERPRISES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL XBAND ENTERPRISES AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THE MSA EXCEED THE AMOUNTS PAID BY YOU ACCESS TO AND USE OF THE SERVICE IN THE SIX (6) MONTHS PRIOR TO EVENT GIVING RISE TO SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
11. **INDEMNIFICATION:** You agree that you will be responsible for your use of the Service and any Client Software, and you agree to defend, indemnify, and hold harmless Xband Enterprises and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with (i) your access to, use of, or alleged use of the Service; (ii) your violation of the MSA, this Schedule or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third- party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. Xband Enterprises reserves the right, at Xband Enterprises own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations with respect to such matter), and in such case, you agree to cooperate with Xband Enterprises defense of such claim.