

1. Community Support Page Guidelines

DATACORE SOFTWARE offers this community support page (the “Community Support Page”) to better serve you, our users. Please, utilize this Community Support Page to its fullest extent, we only ask that you follow some simple rules to ensure professionalism across the Sites and/or related services. The full Terms of Use go into details, but the basic rules are as follows:

1. **No Illegal Activity**
 - a. No threats or acts of violence
 - b. No threats of cyber attacks (such as “hacking”, DDOS, SWAT)
 - c. No hate speech or hateful conduct
 - d. No unauthorized sharing of anyone’s private or personal information
 - e. No impersonation of individuals or organizations
 - f. No unauthorized content sharing or violating copyright. You must respect Intellectual Property rights.
2. **No Obscene Content**
 - a. Nudity and sexual content are prohibited
 - b. Violence, gore, and other obscene content are prohibited (Datacore Software reserves the right to deem content as “obscene” as it sees fit.)
3. **No Spam, Scams, or other Malicious Content**
 - a. No posting large amounts of repetitive content, whether in comments, posts, or private messages.
 - b. No distributing unauthorized advertisements
 - c. No Phishing
 - d. No Trolling
 - e. No defrauding of others
 - f. No spreading malware or viruses
 - g. No purposeful and malicious misinformation
4. **Others**
 - a. No evading of post or user suspension
 - b. No self-destructive behavior
 - c. No harassment of other users or staff
 - d. No self-promotion; no links to your blog, product, service, article, etc.

We hope these rules lie on the side of common sense; however, should there be a dispute regarding these rules and if you believe that an action has broken any of the rules, please reach out to forumsupport@datacore.com with a description of the issue and supporting evidence for your claim. It will be reviewed by the Community Moderation team and a response will be provided within 5 business days.

We hope this Community Support Page will provide our users a quick and easy way to get answers to their questions! If you have any comments, questions, or concerns, please send them to our team at forumsupport@datacore.com. Enjoy! **Note: Please read the Terms of Use for the complete picture of your legal requirements. You must read, agree to and accept the Terms of Use before obtaining access to the Community Support Page.** The Terms of Use are located here: <https://info.datacore.com/resources/support/community.pdf>

2. Legal Information

DATACORE SOFTWARE CORPORATION (“**DATACORE SOFTWARE**”, “**COMPANY**”, “**WE**”, “**US**”, “**OUR**”) PROVIDE THE INTERNET SITES **DATACORE.NET** AND ALL SITE-RELATED SERVICES, INCLUDING WITHOUT LIMITATION THE CONTENT AND CODE RELATED THERETO AND THE COMMUNITY SUPPORT PAGE (COLLECTIVELY, THE “**SITE**,” “**SITES**”), SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THIS TERMS OF USE AGREEMENT (“**AGREEMENT**”) CAREFULLY BEFORE USING THIS SITE. By using the Sites, you agree to be bound by this Agreement. If you do not agree to these terms and conditions, please do not use the Sites. This Agreement is made between the Company and you, the Site visitor and/or registered user (“you”). We reserve the right at our sole discretion and at any time to:

- Change the terms and conditions of this Agreement;
- Change the Sites, including eliminating or discontinuing any content on or feature of the Sites, restricting the hours of availability or limiting the amount of use permitted; or
- Change any fees or charges for use of the Sites, including instituting new or increased fees or charges for the use of the Sites or any other related services or any feature thereof.
- Restrict or remove your access to or use of the Sites if you do not abide by this Agreement, including without limitation the Community Guidelines set forth in Section 1.

Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Sites or via electronic mail to the email address that we have on file. Your use of any of the Sites after such notice will be deemed acceptance of such changes. Be sure to review this Agreement periodically to ensure familiarity with the most current version. Upon our request, you agree to sign a non-electronic version of this Agreement. You must be at least 18 years of age to use any of the Sites.

By using the Sites and/or any services provided on or through the Sites, you consent to receiving electronic communications from **DATACORE SOFTWARE**. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Site and/or services provided on or through the Sites. These electronic communications are part of your relationship with **DATACORE SOFTWARE**. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

3. Ownership; Proprietary Notices

© 20XX – 2018 **DATACORE SOFTWARE**. All Rights Reserved.
The Sites are the sole property of **DATACORE SOFTWARE**.

DATACORE SOFTWARE, the **DATACORE SOFTWARE** logos and other **DATACORE SOFTWARE** trademarks including the **DATACORE SOFTWARE** logo, service marks, and product and service names (such as, but not limited to, **DCIE**, **Core Insiders**, **SANSymphony**, **MaxParallel**) are **DATACORE SOFTWARE** trademarks or registered trademarks in the United States and in other countries (the “**DATACORE SOFTWARE Marks**”). All other trademarks and/or service marks used in this Site are the trademarks and/or service marks of their respective owners.

The Sites are owned and operated by us in conjunction with others pursuant to contractual arrangements. Unauthorized use of the materials on the Sites may violate copyright, trademark, patent and other laws

and is prohibited without the express written consent of the copyright owner or a license. You acknowledge that you do not acquire any ownership rights by using the Sites. All rights not expressly granted herein are reserved.

If you send or transmit any communications, comments, questions, suggestions, or related materials to DATACORE SOFTWARE, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Sites, or any services offered through the Sites, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and DATACORE SOFTWARE is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as we may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that DATACORE SOFTWARE is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

4. Disclaimer of Warranties

THE SITES, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE RELATED SERVICE, OR ANY PRODUCT OR SERVICE LICENSED, PURCHASED OR OTHERWISE MADE AVAILABLE THROUGH THE SITES, ARE PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED OR STATUTORY. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DATACORE SOFTWARE AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, SPONSORS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER DATACORE SOFTWARE, ITS SUBSIDIARIES, AFFILIATES, SPONSORS, SUPPLIERS NOR AGENTS MAKES ANY REPRESENTATION AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SITES OR THE SITE-RELATED SERVICES.

DATACORE SOFTWARE AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITES OR ANY SOFTWARE PROVIDED OR MADE ACCESSIBLE BY DATACORE BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES (OR THE SERVER(S) ON WHICH IT IS HOSTED) OR SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITES, AND ALL CHARGES RELATED THERETO. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITES AND THE SOFTWARE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF DATACORE SOFTWARE OR ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, AGENTS, REGISTERED USERS, OR VISITORS, WHETHER MADE ON THE SITE, OR OTHERWISE, SHALL CREATE ANY WARRANTY. **YOUR USE OF THE SITES AND ANY MATERIALS PROVIDED THROUGH THE SITES ARE ENTIRELY AT YOUR OWN RISK.**

You acknowledge that the Sites could include inaccuracies or errors, or materials that violate this Agreement (including, without limitation, the "Code of Conduct" section set forth below). Additionally, you acknowledge that unauthorized additions, deletions and alterations could be made by third parties to the Sites. Although the Company attempts to ensure the integrity and the accuracy of the Sites, it makes no

guarantees whatsoever as to any Site's completeness or correctness. In the event that such a situation arises, please contact us at forumsupport@datacore.com with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Site, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable. For copyright infringement claims, see the section on "Claims of Copyright Infringement." Because user authentication on the Internet is difficult, the Company cannot and does not confirm that users are who they claim to be. Because we do not and cannot be involved in user-to-user transactions or control the behavior of any Site's users, in the event that you have a dispute with one or more Site users, you release DATACORE SOFTWARE, and its subsidiaries, affiliates, agents and employees, from all claims, demands and damages of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes. You acknowledge that there may be certain risks, including but not limited to the risk of physical harm and of dealing with strangers, underage persons or people acting under false pretenses, associated with pursuing relationships begun on the Internet. You assume all risks related to dealing with other users with whom you have had contact through the Site.

While DATACORE SOFTWARE will use reasonable efforts to back up site data and make such data available in the event of loss or deletion, DATACORE SOFTWARE has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content (as herein defined) maintained or transmitted by any Site. DATACORE SOFTWARE reserves the right to mark as "inactive" and archive accounts and/or Content that are inactive for an extended period of time. DATACORE SOFTWARE reserves the right to change these general practices at any time, in its sole discretion, with notice to users and the public as described above.

5. Limitation of Liability

NEITHER DATACORE SOFTWARE NOR ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, ADVERTISERS, AGENTS OR SPONSORS ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITES AND/OR CONTENT CONTAINED ON THE SITES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITES AND/OR CONTENT CONTAINED WITHIN THE SITES IS TO STOP USING THE SITES. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO COMPANY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR OTHERWISE) SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITES.

6. Third Party Web Sites Acknowledgement

The Sites may contain links to other web sites operated by third parties, other than affiliates of the Company ("Linked Sites"). We neither control nor endorse such other Linked Sites, nor have we reviewed or approved any content that appears on the Linked Sites. You acknowledge that when you click on a link to visit a Linked Site, a frame may appear that contains the Company logo, advertisements and/or other content selected by the Company. You acknowledge that the Company and its sponsors neither endorse nor are affiliated with the Linked Sites and are not responsible for any content that appears on the Linked Sites. You also acknowledge that the owner of the Linked Site neither endorses nor is affiliated with the Company and its sponsors. Once you choose to link to another website, you should read that website's terms and conditions and privacy statement, including without limitation before disclosing any personal information.

7. Void Where Prohibited; Indemnification

Although the Sites are accessible worldwide, not all products or services discussed, referenced or made available on the Sites are available to all persons or in all geographic locations or jurisdictions. We make no representation that materials in the Sites are appropriate or available for use in locations outside the United States. Those who choose to access the Sites from other locations do so on their own initiative and at their own risk and are responsible for compliance with local laws if and to the extent local laws are applicable. The Company reserves the right to limit the availability of the Sites and/or the provision of any product or service described thereon to any person, geographic area, or jurisdiction it so desires at any time and in our sole discretion and to limit the quantities of any such product or service that we provide. Use of the Sites is void where prohibited.

You agree to indemnify, defend and hold us, our affiliates, sponsors, officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, (b) your violation of the Code of Conduct set forth below, and/or (c) your activities in connection with the Sites or Site-related services.

8. Content

The Sites are owned and operated by DATACORE SOFTWARE for the purpose of software development, discussion, implementation and innovation (the "Purpose").

All Code (as defined below), information, data, ideas, text, software, music, sound, photographs, graphics, video, notes, messages, concepts, trademarks, service marks, or any other materials whatsoever (collectively, "Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that the user, and not DATACORE SOFTWARE, is entirely responsible for all Content that he or she uploads, posts, emails or otherwise transmits via the Sites. No user shall transmit Content or otherwise conduct or participate in any activities on the Sites that, in the judgment of DATACORE SOFTWARE, is likely to be prohibited by law in any applicable jurisdiction, including laws governing the encryption of software, the export of technology, the transmission of obscenity, or the permissible uses of intellectual property. DATACORE SOFTWARE reserves the right, in its sole and absolute discretion, to refuse or delete any Content at any time. DATACORE SOFTWARE shall have the right (but not the obligation) in its sole discretion to refuse or delete any Content that it reasonably considers to violate this Agreement or otherwise to be illegal or that does not fulfill the Purpose. DATACORE SOFTWARE, in its sole and absolute discretion, may preserve Content and may also disclose Content if required to do so by law or judicial or governmental mandate or as reasonably determined useful by DATACORE SOFTWARE to protect the rights, property, or personal safety of the Sites' users and the public.

We do not require the users of our Sites to make use of the complete set of services we offer. To help ensure community access to Content, when users establish Content on our Sites but elect to instead release future Content through other external sites, DATACORE SOFTWARE has the right (but not the obligation) to archive the original Content and make a new copy of the Content curated by DATACORE SOFTWARE. The set of Content included in this curated copy is within the sole discretion of DATACORE SOFTWARE, and may include updates and/or a subset and/or a superset of the Content posted by the user externally.

We do not control the Content posted to the Sites and, as such, do not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will DATACORE SOFTWARE be liable in any way for any Content, including, but not limited to, liability for any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Sites. Each user, by using the Sites, may be exposed to Content that is offensive,

indecent or objectionable. Each user must evaluate, and bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

By sending or transmitting to us Content, or by posting such Content to any area of the Sites, you grant us and our designees a worldwide, non-exclusive, sub-licensable (through multiple tiers), assignable, royalty-free, fully paid-up, perpetual, irrevocable right to link to, reproduce, distribute (through multiple tiers), adapt, create derivative works of, publicly perform, publicly display, digitally perform or otherwise use such Content in any media now known or hereafter developed. You hereby grant the Company permission to display your logo, trademarks and company name on the Sites and in press and other public releases or filings. Further, by submitting Content to the Company, you acknowledge that you have the authority to grant such rights to the Company. PLEASE NOTE THAT YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS, TRADEMARKS AND SERVICE MARKS IN ANY CONTENT YOU SUBMIT.

Use, reproduction, modification, and other intellectual property rights to data stored on the Sites will be subject to licensing arrangements approved by DATACORE SOFTWARE as applicable to such Content. With respect to text or data entered into and stored by publicly-accessible Sites' features such as forums, comments and bug trackers ("DATACORE SOFTWARE Public Content"), the submitting user retains ownership of such DATACORE SOFTWARE Public Content; with respect to publicly-available statistical content which is generated by the Sites to monitor and display content activity, such content is owned by DATACORE SOFTWARE. In each such case, the submitting user grants DATACORE SOFTWARE a royalty-free, fully paid-up, perpetual, irrevocable, non-exclusive, transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, all subject to the terms of any applicable license to such Content obtained from a third party. With respect to Content posted to private areas of the Sites (e.g., private development tools or mail), the submitting user may grant to DATACORE SOFTWARE or other DATACORE SOFTWARE users such rights and licenses as the submitting DATACORE SOFTWARE user deems appropriate. Content located on any DATACORE SOFTWARE-hosted subdomain which is subject to the sole editorial control of the owner or licensee of such subdomain, shall be subject to the appropriate license applicable to such Content, or to such other licensing arrangements as may be approved by DATACORE SOFTWARE as applicable to such Content. For the purposes of this Agreement, "Code" means any software code you submit, post, display or distribute via: any of our software configuration management ("SCM") repositories (including the Community Support Forum) or DATACORE SOFTWARE's file release system, and "Associated Content" means any text, data, music, sound, photograph, graphic, video, message or material, whether publicly posted or privately transmitted via DATACORE SOFTWARE, but does not include Code. "DATACORE SOFTWARE Content" means any Code or Associated Content.

9. Code of Conduct

When you create or make available your Content on the Sites, you represent, warrant and covenant that:

- you own or have sufficient rights to post or make available your Content on or through the Sites to grant the licenses contained in this Agreement;
- the posting or making available of your Content on or through the Sites does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights, including intellectual property rights, of any person or entity;
- you have fully complied with any third-party licenses relating to your Content, agree to pay for all royalties, fees and any other monies owing any person by reason of any of your Content that you posted on or through the Sites;
- your Content does not contain any viruses, worms, Trojan horses, malicious code or other harmful or destructive content;

- your Content is not obscene, lewd, lascivious, excessively violent, harassing, libelous or slanderous, does not advocate the violent overthrow of any government, does not incite, encourage or threaten immediate physical harm against another;
- your Content does not endorse or promote racism, bigotry, hatred, or physical harm of any kind against another group or individual, and does not discriminate, incite harassment or advocate harassment of any group or individual;
- your Content does not contain material that solicits personal information from anyone under 18 or exploit people under the age of 18 in a sexual or violent manner, and does not violate any federal or state law concerning child pornography or otherwise intended to protect the health and well-being of minors;
- your Content does not include the unauthorized sharing of anyone's private or personal information and is compliant with the General Data Protection Regulation ("GDPR") as agreed upon by the European Parliament and Council;
- if your employer has rights to intellectual property you create, you have either received permission from your employer to make available your Content, or secured from your employer a waiver as to all rights in or to your Content;
- your Content does not constitute, contain, install or attempt to install or promote spyware or malware or any other computer code (whether on the Sites's or others computers or equipment) intended to, or that does, enable you or others to gather information about or monitor the online or other activities of another party, unless it discloses such functionality to the user in a clear and conspicuous manner and the user affirmatively consents to such use; and, your Content does not otherwise violate, or link to material that violates, any provision of these Terms or any local, state, or federal law or regulation, including any law designed to regulate electronic advertising;
- your Content shall not constitute, contain, install or attempt to install or promote any toolbar or secondary offer without the express written consent of DATACORE SOFTWARE; and
- you shall notify DATACORE SOFTWARE of all third-party add-on, extension, plug-in and other executable software distributed or bundled with your Content prior to the release of such by sending an email to forumsupport@datacore.com prior to posting.

By submitting Code to DATACORE SOFTWARE, you hereby represent, warrant and covenant that you have all rights, licenses and consents necessary to grant DATACORE SOFTWARE and other users the rights and licenses granted herein, without infringement of any third party rights. You shall make available to DATACORE SOFTWARE the Code that you submit in human-readable ("Source Code") form. Whenever reasonably feasible, you agree that you will make Source Code available on or via DATACORE SOFTWARE corresponding to Code that you post, submit, display or distribute. You must make Source Code available for all portions of Code that you have modified, enhanced or otherwise created derivative works from (with any such modification or derivative work being a "Change").

DATACORE SOFTWARE acknowledges that there may be situations where posting Source Code is not reasonably feasible; examples of such situations are when you are posting Code that: (a) is ancillary to other Code that you have changed but such Code is only available to you in binary or executable form (such as closed-source device drivers or closed-source software frameworks); (b) is otherwise readily available in Source Code form online as part of an Open Source distribution, and where you notify users that the Source Code for such distribution is available elsewhere on the Internet (and you also provide a link to that location); or (c) DATACORE SOFTWARE agrees in writing does not need to be posted in Source Code form.

For users posting on the Sites, you are aware that certain postings of open source encryption code are controlled under U.S. Export Control Classification Number (ECCN) 5D002, License Exemption TSU,

which requires notice prior to export by email to the U.S. government. Submit the notification or copy to crypt@bis.doc.gov and to enc@nsa.gov. You are responsible for submitting this email to the U.S. government and Section 740.13(e) of the Export Administration Regulations (“EAR”) 15 C.F.R. Parts 730-772. Note that products which use encryption solely for authentication are deemed 5x992 and the prior notification is not required. For more information see: <https://www.bis.doc.gov/index.php/policy-guidance/encryption/registration#One>.

10. Registration; Use of Secure Areas and Passwords

Some areas of the Sites may require you to register with us in order to obtain access to such areas of the Sites. When and if you register, you agree to (a) provide accurate, current, and complete information about yourself as prompted by our registration form (including your e-mail address) and (b) to maintain and update your information (including your e-mail address) to keep it accurate, current, and complete. You acknowledge that should any information provided by you be found to be untrue, inaccurate, not current, or incomplete, we reserve the right to terminate this Agreement with you and your current or future use of the Sites (or any portion thereof).

You will receive passwords and account designations upon completing certain Site registration processes and are wholly responsible for maintaining the confidentiality thereof and wholly liable for all activities occurring thereunder. You agree not to distribute, transfer or resell your use of or access to any of the Sites to any third party. DATACORE SOFTWARE cannot and will not be liable for any loss or damage arising from a user’s failure to comply, including any loss or damage arising from any user’s failure to: (1) immediately notify DATACORE SOFTWARE of any unauthorized use of his or her password or account or any other breach of security; and (2) ensure that he or she exits from his or her account at the end of each session. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORDS AND ACCOUNT DESIGNATIONS AND ARE SOLELY AND ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

For users of DATACORE SOFTWARE, you represent you are not a person on a list barring you from receiving services under U.S. laws or other applicable jurisdiction, including without limitations, the Denied Persons List and the Entity List, and other lists issued by the U.S. Department of Commerce, Bureau of Industry and Security, detailed at <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern> (or successor sites thereto). Users residing in countries on the United States Office of Foreign Assets Control sanction list, including Cuba, Iran, North Korea, Sudan and Syria, may not post Content to, or access Content available through, DATACORE SOFTWARE.

DATACORE SOFTWARE uses user data submitted in connection with registration in accordance with the Sites’ Privacy Policy. Please review the DATACORE SOFTWARE [Privacy Policy](#), which explains how we use information you submit to the Sites.

11. Claims of Copyright Infringement

DATACORE SOFTWARE respects the intellectual property rights of others, and requires that the people who use the Sites do the same. It is our policy to respond promptly to claims of intellectual property misuse. Our procedures for responding to alleged copyright infringement are consistent with the form suggested by the United States Digital Millennium Copyright Act, the text of which can be found at the U.S. Copyright Office web site <http://www.copyright.gov/legislation/dmca.pdf>. Please note that you will be liable for damages (including costs and attorneys’ fees) if you make any material misrepresentations when making or countering a copyright infringement claim.

If you believe that your work has been copied and is accessible on the Sites in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing:

- a. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- b. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit DATACORE SOFTWARE to locate the material (e.g., URL).
- c. Information reasonably sufficient to permit DATACORE SOFTWARE to contact you, such as name, postal address, telephone number, and, if available, an email address at which you may be contacted.
- d. Include the following statement: "I have a good faith belief that use of the material described above in the manner complained of is not authorized by the copyright owner, its agent, or the law."
- e. Include the following statement: "The information in the notification is accurate, and under penalty of perjury, I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- f. A physical, electronic or digital signature, in a form reasonably acceptable to DATACORE SOFTWARE, of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- g. Send written communication to the following contact:

**DataCore Software Corporation
Community Forum Support
6300 NW 5th Way
Fort Lauderdale, FL 33309**

Send electronically-signed communication to **forumsupport@datacore.com**. A link to your published notice may also be displayed in DATACORE SOFTWARE's search results in place of the removed material.

DMCA Counter-Notification Procedure: After receiving a notification of alleged infringement, DATACORE SOFTWARE will remove or disable access to the material claimed to be infringing or claimed to be the subject of infringing activity. At the same time, DATACORE SOFTWARE will provide the provider of affected material with a copy of the notice. The provider of affected material may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. Please be advised that you may be held liable for damages if you make material misrepresentations pursuant to federal law in the counter notification. When we receive a counter notification, we may reinstate the material in question. To file a counter notification with us, the administrator of an affected site or the provider of affected material must provide a written communication (by postal mail, overnight mail, or, when digitally-signed, by email) that sets forth the items specified below. To expedite our ability to process your counter notification, please use the following format (including section numbers):

- a. Identify the material that DATACORE SOFTWARE has removed or to which DATACORE SOFTWARE has disabled access and the location at which the material appeared before it was removed or access to it was disabled.
- b. Provide your name, postal address, telephone number, email address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in FORT LAUDERDALE, FLORIDA (or, if your address is outside of the United States, for any judicial district in which DATACORE SOFTWARE may be found), and that you will accept service of process from the person who provided the initial notification of infringement or an agent of such person.
- c. Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the removed material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."

d. Sign the paper or affix an electronic or digital signature to the communication in a form reasonably acceptable to DATACORE SOFTWARE.

e. Send written communication to the following address:

**DataCore Software Corporation
Community Forum Support
6300 NW 5th Way
Fort Lauderdale, FL 33309**

f. Send electronically- or digitally-signed communication to forumsupport@datacore.com. Upon receipt of a counter notification in substantial compliance with the DMCA, DATACORE SOFTWARE will provide the person who provided the initial notification of claimed infringement with a copy of the counter notification promptly. After receipt of the counter notification, DATACORE SOFTWARE will generally replace the removed material and cease disabling access to it, unless DATACORE SOFTWARE's designated agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order regarding the removed material.

DATACORE SOFTWARE is generally unable to evaluate the merits of trademark disputes because trademark rights may be based on registration or common law use, exist only for certain categories of goods or services and may differ internationally. Therefore, DATACORE SOFTWARE expects you to resolve trademark disputes directly with the project administrator(s) rather than utilizing DATACORE SOFTWARE as an intermediary.

12. Miscellaneous

This Agreement is entered into in the United States of America and shall be governed by and construed in accordance with the laws of the State of Florida, USA, exclusive of its choice of law rules. Each party to this Agreement hereby submits to the exclusive jurisdiction of the state and federal courts sitting in Broward County in the State of Florida for any dispute arising under or in connection with this Agreement, the Sites or any Site-related services, and waives any jurisdictional, venue or inconvenient forum objections to such courts. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Failure of any party to insist upon strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any similar right or power at any subsequent time. DATACORE SOFTWARE reserves the right to share or transfer personal information and aggregate information to a third party should DATACORE SOFTWARE ever file for bankruptcy or in the event of a sale, merger, transfer or acquisition of all or a material part of the Company. In addition, we may share your personal information with affiliated companies.

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly canceled. This Agreement is not assignable, transferable or sub-licensable by you except with DATACORE SOFTWARE'S prior written consent. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. The Company reserves the right in its sole discretion to terminate the use of the Site by a user at any time.

Please report any violations of the Agreement (except for claims of intellectual property infringement) to the Site Director at forumsupport@datacore.com.

DATACORE SOFTWARE may terminate a user's account in DATACORE SOFTWARE'S absolute discretion and for any reason. DATACORE SOFTWARE is especially likely to terminate for reasons that include, but are not limited to, the following: (1) violation of this Agreement; (2) abuse of Site resources or

attempt to gain unauthorized entry to the Sites or Site resources; (3) use of a Site in a manner inconsistent with the Purpose; (4) a user's request for such termination; or (5) as required by law, regulation, court or governing agency order. DATACORE SOFTWARE's termination of any user's access to any or all Sites may be effected without notice and, on such termination, DATACORE SOFTWARE may immediately deactivate or delete such user's account and/or bar any further access to such files. DATACORE SOFTWARE shall not be liable to any user or other third party for any termination of that user's access or account hereunder. In addition, a user's request for termination will result in deactivation but not necessarily deletion of the account. DATACORE SOFTWARE reserves the right to delete, or not delete, a user's account at DATACORE SOFTWARE's sole discretion, as well as to delete, or not delete, Content at DATACORE SOFTWARE's sole discretion.

13. Legal Notices

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information:

- **Pricing Information:** Current rates for our services may be obtained by contacting: **forumsupport@datacore.com**. We reserve the right to change fees or surcharges at any time and/or to institute new fees at any time as provided in this Agreement.
- **Complaints:** The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.