

## Terms & Conditions

Version 2023016

1. **Effective Date:** The Order Agreement is effective on the execution date by the Customer unless specified otherwise within the applicable purchase order.
2. **Definitions:**
  - **Custodian:** Data from different electronic sources and assigned to a named individual person.
  - **Device:** Consists of any individual mobile phone, tablet, personal computer.
  - **Item:** An individual data entry with a control number assigned e.g., Chat Message, Geolocation, Transaction, Computer Activity, and Social Media post or message.
  - **Matter:** Consists of either one case or one database.
  - **Named User (“User”):** Includes any person with credentials to CloudNine SaaS platforms for any period within the licensed term.
  - **Professional Services:** Refers to any services performed by CloudNine at the request of the Customer and is billed at the current Professional Services rate.
  - **Supported Data:** All supported data types can be found on the platform knowledge base using the URL <https://kb.cloudnine.com/>
  - **Subscription Fees:** License fees for CloudNine’s SaaS platform(s) licensed under the Order Agreement or applicable purchase order.
3. **Training:** All training is available virtually.
4. **Data Volume Calculation:** Data volume is based on all uncompressed data volume that is stored on CloudNine’s servers for any Matter, including, but not limited to: native files, image files, HTML files, text files, productions created during the billing period, productions stored in the system and any other data stored on the server related to the matter. Data deleted during a billing period will still be counted toward that billing period's total data volume.
5. **Payment Terms:** All Subscription fees are due upon invoicing.
  - Annual Subscriptions:**
    - Invoiced annually upon execution of Order Agreement or receipt of Purchase Order.
    - Additional Named Users can be added at any time to an Annual Subscription. You will be invoiced for each additional Named User pro-rata for the remainder of the contract term in full month increments.
    - Named Users cannot be reduced during the contract term.
    - A Named User may be replaced with another Named User at the beginning of the following month. The Customer’s written request to CloudNine for the change must be made prior to the beginning of the month.
  - Monthly Subscriptions:**
    - Invoiced monthly upon execution of Order Agreement or receipt of Purchase Order.

- Named User rates are not prorated.
- Subscription fees will be charged to Customer's credit card on file.

**Pay-as-you-Go Plan:**

- This monthly Plan is charged by the GB and services hours incurred.
  - Customer will be billed at the first of each month for all data that was online during the prior month and any services incurred in the prior month.
6. **Renewal:** The Order Agreement shall automatically renew at the end of the current term for successive terms equal to the initial subscription term unless and until either party provides written notice of its intention not to renew thirty (30) days before the expiration of the current term. An annual rate increase of 5% will be applied on the contract term renewal date.
  7. **Termination.** During the Term, the Order Agreement may not be terminated except as follows:
    - CloudNine may suspend access or terminate if the Customer fails to pay by the due date. The customer is still responsible for paying any unpaid invoices.
    - Final delivery of all exports and data is contingent of all outstanding invoices to be paid in full.
  8. **Taxes.** If any authority imposes a duty, tax, levy, or fee on the Order Agreement the Customer agrees to pay the amount specified.
  9. **Modifications.** We may modify these Terms and Conditions by posting a revised version at <https://cloudnine.com/legal/cloudnine-terms-conditions/> and such revised version will become effective upon its posting.