

**YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY EXECUTING THE ORDER AGREEMENT OR STATEMENT OF WORK. The terms contained herein are incorporated by reference into the Order Agreement and Statement of Work.**

## 1. Definitions

- 1.1.1. "Agreement" means the Cloud9 Discovery LLC ("CloudNine") Order Agreement or Statement of Work.
- 1.1.2. "Effective Date" means the date on which this agreement takes effect.
- 1.1.3. "Initial Period" means the period of 6 months commencing on the Effective Date, unless otherwise agreed to in the Order Agreement.
- 1.1.4. "Intellectual Property Rights" means all current and future patents, patent applications (including, without limitation, all reissues, divisions, renewals, extensions, continuations and continuations-in-part), copyrights (including but not limited to rights in audiovisual works and moral rights), trade secrets, trademarks, service marks, trade names and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States or any other country, state or jurisdiction.
- 1.1.5. "Month" means a calendar month and "monthly" shall be construed accordingly.
- 1.1.6. "Order Agreement" means the document signed or e-signed by You and CloudNine resulting in the relationship that is the subject of this document.
- 1.1.7. "Statement of Work" the document signed or e-signed by You and CloudNine resulting in the relationship and scope of work that is the subject of this document. Also referred to as a SOW,
- 1.1.8. "Processor" means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the controller.
- 1.1.9. "Term" means the effective term of this Agreement.
- 1.1.10. "Trade Secret" any information, including a formula, pattern, compilation, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

## 2. Relationship of the Parties

The parties shall be deemed to be solely independent business entities and this Agreement shall not be construed to create any form of partnership, franchise, joint venture, agency relationship, or any other recognized business association other than that of a sales relationship where CloudNine™ is the provider and You are the end user and subscriber.

## 3. General Terms

The following General Terms apply unless otherwise stipulated and agreed to in the Order Agreement or Statement of Work:

- 3.1. Self-Service Upload/Automated Native Processing using the CloudNine Client™ software and monthly hosting. Plan includes: Processing of extracted text, extracted metadata, native link, OCR of non-text embedded PDF and TIF files. Not applicable to data requiring Exception File handling (see "Other Services" below); and monthly hosting in CloudNine. 1st and last month hosting fee billed up front for each data load.
- 3.2. Storage Calculations - The total data size of files on CloudNine's servers will be calculated based on the maximum data size hosted during the calendar month, including but not limited to, TIF files, Native files, OCR/Extracted text files, HTML files, metadata, hosted exports and other supporting data files as required.
- 3.3. Advanced Plans which include up to 50% of original data size included in production requests. Productions over 50% of original data size will incur production fees of \$40 per GB.
- 3.4. Upon request, participants in CloudNine SaaS Core Plans may request for CloudNine Managed productions. The fee is \$75 per GB and includes imaging and endorsements.
- 3.5. For all SaaS subscription Plans monthly overage fees is billed for any GBs exceeding the total number of GBs included in the selected plan.

3.6. To the extent CloudNine's SaaS or Professional Services team is used by You as a Processor, CloudNine and its employees shall act only on instructions from You.

#### 4. **Intellectual Property Ownership**

CloudNine alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CLOUDNINE™ Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the CLOUDNINE™ Technology or the Intellectual Property Rights owned by CloudNine. The CLOUDNINE™ or CloudNine name, the CLOUDNINE™ or CloudNine logo, and the product names associated with the Service are trademarks of CloudNine or third parties, and no right or license is granted to use them.

Each party shall retain ownership of all of its Marks and other intellectual property rights. Subject to the terms and conditions of this Agreement, each party grants to the other a limited, non-exclusive and non-transferable right and license to use, reproduce and display each other's Marks in connection with the performance of this Agreement. A party's use of the other's Marks shall be in accordance with the specifications provided for such use by the party whose Marks are being used. In the event such specifications are not provided, the party whose Marks are being used may provide specifications regarding the use of their Mark.

#### 5. **Payment Terms**

5.1. You will pay CloudNine any amounts due and owing to CloudNine relating to the purchase of Products and Services in accordance with the terms listed in Section 3 of this document. The pricing related to such products and services is found in the Order Agreement between CloudNine and You.

5.2. Invoices are due and payable within thirty (30) days of issuance of each invoice, unless otherwise agreed to in the Order Agreement.

5.3. An interest rate of 1.5% per month will be charged on the principal amount of the credit extended beginning on the 30th day after the date on which the amount is due.

5.4. If a dispute arises in relation to a particular invoice, it is Your sole responsibility to dispute charges within ten (10) business days of invoice date. You agree that failure to dispute charges within ten (10) days of invoice date will result in forfeiture of Your right to dispute and will render You liable for total amount as invoiced. A dispute within the dispute period will not alter, in any way, the discount period.

5.5. You acknowledge a minimum invoice amount of one-hundred dollars (\$100), unless otherwise agreed to in the Order Agreement

#### 6. **Duration**

6.1. This Agreement shall continue in effect 6 months commencing on the Effective Date, unless otherwise agreed to in the Order Agreement or Statement of Work.

6.2. This agreement shall be automatically renewed at the end of the current term for successive terms unless either party gives written notice of its intention not to renew thirty (30) days before expiration of the current term, unless otherwise agreed to in the Order Agreement.

6.3. In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have fourteen (14) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

#### 7. **Pricing**

7.1. It is understood and agreed to by both parties that pricing for Products and Services provided by CloudNine™ to You shall be as outlined in this document and the Order Agreement or Statement of Work. If there are conflicting prices, the Order Agreement will have precedence. Prices are subject to change effective on January 1 of each calendar year following the Effective Date for flat fee and annual subscription agreements. Prices are subject to change effective on the 1<sup>st</sup> day of each calendar quarter (January 1, April 1, July 1 and October 1) for pay-per-use and month-to-month subscription agreements.

7.2. Storage Calculations - The total data size of files on CloudNine's servers will be calculated based on the maximum data size hosted during the calendar month, including but not limited to, TIF files, Native files, OCR/Extracted text files, HTML files, metadata, hosted exports and other supporting data files as required. Total data size will be calculated by totaling across all of Your databases, excluding any databases where special prices apply and a separate Order Agreement or Statement of Work has been executed.

7.3. Renewals, or changes to subscription levels, require You to sign an amended agreement, unless otherwise

agreed to in the Order Agreement or Statement of Work.

7.4. The Pay-as-you-Go plan of \$35 per GB per month is the default plan for billing if no other subscription plan is indicated or agreed to in the Order Agreement.

7.5. The Monthly Fee will be billed at the first of each month for all data that is online as of the first day of the month.

#### 8. **Billing and Invoicing**

8.1. The minimum cumulative charges for any project is \$100.

8.2. Monthly fees will be billed on the first of the month.

8.3. Non-recurring charges will be billed as they are incurred.

8.4. Invoices will be sent as each batch is complete. A batch may contain multiple volumes and is defined by each FTP or delivery notification received by CloudNine.

8.5. Invoices are due and payable within thirty (30) days of issuance of each invoice. An interest rate of 1.5% will be charged on the principal amount of the credit extended beginning on the 30th day after the date on which the amount is due.

8.6. Failure of payment by due date may result in service interruption.

#### 9. **Attorney's Fees for Collection of Past Due Balance**

9.1. In the event legal action is necessary to enforce the payment terms of this Agreement, CloudNine™ shall be entitled to collect from You any judgment or settlement sums due plus reasonable attorney's fees, court costs and other expenses incurred by CloudNine™ for such collection action.

#### 10. **Dispute of Charges**

You must dispute charges within ten (10) days of invoice date. You agree that failure to dispute charges within ten (10) days of invoice date will result in forfeiture of Your right to dispute and will render You liable for total amount as invoiced.

#### 11. **Priority Turn Around Requests**

Requests to expedite project requests will incur additional fees calculated based on request.

#### 12. **Consulting and Technical Assistance**

12.1. Requested consulting and tech time is \$250 per hour, unless otherwise agreed to in the Order Agreement or a Statement of Work. Time is charged in ½ hour increments.

12.2. If required, tech time charges will apply to any data manipulation in addition to any line item fees listed in this agreement. Data manipulation may include, but is not limited to, exception file investigation, problematic file handling, manual conversion, and custom reports and time required to manually manipulate load files and/or data into load ready format. If data is received with errors, You agree to the following NOTIFICATION and RESOLVING ERRORS Terms below.

#### 13. **Notification and Resolving Errors**

13.1. If CloudNine determines that time to resolve error and convert data into load-ready format will take less than ½ hour, You agree to allow CloudNine to proceed with resolution without prior notification. You also agree to a minimum charge of ½ hour tech time.

13.2. If CloudNine determines that time to resolve error and convert data into load-ready format will exceed ½ hour, CloudNine agrees to notify You that data is not in load-ready format and that You may proceed with either of two options:

13.2.1. CloudNine resolves the error. You agree to be charged per hour according to rates specified above. Project will be placed on hold until error is resolved. Turnaround time restarts after errors have been resolved. A minimum of ½ hour tech time will be charged to resolve errors.

13.2.2. You resolve error and return replacement data. If You choose to resolve errors, project will be placed on hold until replacement data is received. Turnaround time restarts after replacement data has been received. If You need technical assistance or training by a CloudNine employee to place data into load-ready format, CloudNine may assist and You agree to be charged subject to the Consulting and Technical Assistance rate specified above.

#### 14. **Requests for Data Destruction, Retention, Removal and Exports.**

14.1. Thirty (30) days written notice in the form of a signed Request For Destruction (RFD) Form is required to process a request for destruction, retention, or removal of hosted database. Any hosting charges incurred prior to the end of the thirty (30) days following receipt of the written notice will be due. Please contact [clientservices@ediscovery.co](mailto:clientservices@ediscovery.co) for a Request Form.

14.2. Data exports/destructions do NOT include any data processing services.

14.3. Data exports/destructions require all outstanding invoices, including the invoice for the request, must be paid in full before data will be delivered or destroyed.

14.4. The options available in the RFD are:

14.4.1. Destruction of ALL Data (Gone forever and unrecoverable). Cost: No Charge; OR

14.4.2. Online Retention (Near Ready for Access); Data stored online in a "near ready for access" format, meaning database can be enabled within a few hours of receiving notice. Cost: \$5.00 per GB per month (\$150 minimum); re-activation fee of \$150, plus first month's hosting fee paid upfront upon reactivation; OR

14.4.3. Removal (You are sent a Data Export). Database is exported and send to You:

- Cost: \$35 per gigabyte for a database dump (database provided as-is (either natives or single page tiffs), text files, IPRO load files and metadata CSV).
- OR \$70 per gigabyte for all other formats requiring multipage text plus the cost of external media (CD: \$25 each, DVD: \$45 each, HD: dependent on size).

## 15. **Media Storage & Destruction**

After project completion, physical media can be stored, returned to Your at cost (actual shipping cost) or securely destroyed by CloudNine. Storage fees are \$250 per media per month. Secure destruction of physical media may incur charges based on media type and method of destruction.

## 16. **Export Fees**

16.1. Basic Pay-Per-Use and Flat Fee plans include all self-service productions of in the formats available in database(s). For production of additional file formats or CloudNine managed productions, and a fee of \$75 per GB applies in Basic plans.

16.2. Advance Pay-Per-Use Flat Fee plans includes all self-productions AND Up to 50% of the database size included in production requests. Productions over 50% of the database size will incur production fees of \$40 per GB.

16.3. If You request, exports, or produce the data that CloudNine processed without charge as part of an original data set for a "No Risk Trial", without having paid for hosting of the loaded data for at least ninety (90) days, then CloudNine reserves the right to bill You for the original processing and filtering of the data at the rates noted in the Order Agreement in addition to any export fees.

## 17. **Additional Services**

Any services requested and not listed in the Order Agreement or Statement of Work may require: (1) a subsequent Order Agreement or Statement of Work to be signed by both parties prior to requested services being complete; or (2) email approval.

## 18. **Intellectual Property Ownership**

CloudNine alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CLOUDNINE™ Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the CLOUDNINE™ Technology or the Intellectual Property Rights owned by CloudNine. The CLOUDNINE™ or CloudNine name, the CLOUDNINE™ or CloudNine logo, and the product names associated with the Service are trademarks of CloudNine or third parties, and no right or license is granted to use them.

Each party shall retain ownership of all of its Marks and other intellectual property rights. Subject to the terms and conditions of this Agreement, each party grants to the other a limited, non-exclusive and non-transferable right and license to use, reproduce and display each other's Marks in connection with the performance of this Agreement. A party's use of the other's Marks shall be in accordance with the specifications provided for such use by the party whose Marks are being used. In the event such specifications are not provided, the party whose Marks are being used may provide specifications regarding the use of their Mark.

## 19. **Your Responsibilities**

You are responsible for all activity occurring under your User accounts or in relation to any services rendered by CloudNine and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Program, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify CloudNine or your CloudNine Reseller immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to CloudNine or your CloudNine Reseller immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another CLOUDNINE™ user or provide false identity information to gain access to or use the information.

**20. Taxes**

If any authority imposes a duty, tax, levy or fee, excluding those based on Company's net income, upon the Program, You agree to pay the amount specified. You are responsible for any personal property taxes for the Program from the date it was acquired.

**21. Indemnification**

SUBJECT TO THE OTHER PROVISIONS OF THIS AGREEMENT, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CLOUDNINE FROM ANY AND ALL CLAIMS, SUITS, DAMAGES AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS AND RELATED EXPENSES, IF APPLICABLE) INCURRED BY CLOUDNINE AS A RESULT OF (I) THE ACTIONS OR OMISSIONS OF YOU, ITS EMPLOYEES AND AGENTS, IN CONNECTION THE PROVISION OF PRODUCTS AND SERVICES PURSUANT TO THIS AGREEMENT OR (II) THE BREACH OF THIS AGREEMENT BY YOU.

**22. Disclaimer of Warranties**

CLOUDNINE AND YOUR CLOUDNINE RESELLER AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. CLOUDNINE AND YOUR CLOUDNINE RESELLER AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CLOUDNINE, YOUR CLOUDNINE RESELLERS AND ITS LICENSORS.

**23. Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You shall be financially responsible for Data delivered to CloudNine™ by or on behalf of You in the event of fire, theft or other catastrophe. CloudNine will cooperate fully to aid You in any insurance claims or investigations. CloudNine will provide reasonable security of the Data Center Premises by means of a third party Security Company. CloudNine™ IS NOT RESPONSIBLE for any damage caused by fire, theft or other catastrophe regardless of location of loss.

**24. Confidentiality**

In connection with providing and performing the Services, a party (the "Discloser") may disclose to the other party (the "Recipient") information that is non-public, proprietary, a trade secret or confidential in nature ("Confidential Information"). Notwithstanding anything to the contrary herein, Confidential Information shall be deemed to include, but not limited to: (a) information of or regarding Your or CloudNine's business and customers; (b) the Program and documentation; and (c) either party's technical and business information relating to inventions or software, research and development, future product specifications, implementation methodologies, engineering processes, costs, profit or margin information, and marketing and future business plans. The parties agree, unless required by law, to refrain from disclosing any Confidential Information to any third party for any purpose other than as necessary to perform under this Agreement. The Recipient shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information. Each Recipient may disclose Confidential Information to its representatives, which shall include its officers, directors, members, agents, employees, contractors, on a need-to-know basis only, and Recipient shall advise each such representative of these confidentiality obligations. The parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there may be inadequate remedies at law and that Discloser shall be entitled to seek equitable relief in addition to all other remedies available to it. A party's Confidential Information shall not include information that: (i) is or becomes publicly available through no act or omission of Recipient; (ii) was in the Recipient's lawful possession prior to the disclosure and was not obtained by Recipient either directly or indirectly from the Discloser; (iii) is lawfully disclosed to the Recipient by a third party without restriction on Recipient's

disclosure, and where the Recipient was not aware that the information was the confidential information of Discloser; or (iv) is independently developed by the Recipient without reference to or use of Discloser's Confidential Information. To the minimum extent use or disclosure is required by court order or other mandatory regulatory or governmental request or as otherwise required by law (collectively, "Order"), Recipient shall promptly notify the Discloser of such Order (to the extent permissible) prior to making any such use or disclosure in order to provide Discloser the opportunity to challenge the Order or seek confidential treatment of the affected Confidential Information. The parties agree to hold each other's Confidential Information in confidence for a period of three (3) years following the termination of this Agreement.

**25. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the internal law, and not the law pertaining to conflicts or choice of law, of the State of Texas.

**26. Jurisdiction and Venue**

In respect of any action, suit or other proceeding relating to this Agreement, each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of any state or federal court located in the County of Harris, State of Texas. EACH PARTY HEREBY WAIVES ANYRIGHT IT OR HE MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT IT IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS, OR TO OBJECT TO VENUE TO THE EXTENT THAT ANY ACTION, SUIT OR OTHER PROCEEDING IS BROUGHT IN RELATION TO OR ANCILLIARY TO THIS AGREEMENT.

**27. Execution**

Each party hereto agrees that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor or against one party because such party is deemed to be the author thereof.

This document may be executed by electronic signature, and You agree that electronic signature will carry the full weight and intent of the signatory, and shall fully comply with the rules and guidelines associated with electronic signatures as listed in the Texas Uniform Electronic Transactions Act (Texas Business & Commerce Code – Chapter 43).

**28. Severability Clause**

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

It is further agreed that if part of the Agreement is determined invalid, either party may open negotiations solely with respect to a substitute for such Article, Section, or portion, within two (2) weeks after a ruling has been made.

**29. Drafting**

Each party to the Order Agreement or Statement of Work acknowledge and agree that these Terms & Conditions and the End User License Agreement are incorporated therein by reference and inclusion of corresponding hyperlinks. Each party hereto agrees that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor or against one party because such party is deemed to be the author thereof.

**30. Modification to Terms**

PLEASE NOTE THAT THESE TERMS ARE SUBJECT TO CHANGE BY CLOUDNINE IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, CloudNine will make a new copy of the Terms available on the Website. We will also update the "Last Updated" date at the top of the Terms. If we make any material changes, we will attempt to send an e-mail to you at the last e-mail address you provided to us. Any changes to the Terms will be effective immediately for new users and will be effective thirty (30) days after posting of notice of such changes on the Website for existing users. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Product and Services. Otherwise, your continued use of the Website and/or the Product and Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

**31. Notice**

Where CloudNine requires that you provide an e-mail address to access certain features of its Products and Services, you are responsible for providing CloudNine with your most current e-mail address. In the event that the last e-mail address you provided to CloudNine is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, CloudNine's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to CloudNine at the following address: Attn: Legal Department, 14655 Northwest Freeway, Suite 135, Houston, Texas 77040. Such notice shall be deemed given when received by CloudNine by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.