

ACCUSOFT PRIZM CLOUD CONNECT™ SERVICE AGREEMENT

You are signing up for an account ("Account") to use the Accusoft Prizm Cloud Connect™ service (the "Service") offered by Accusoft Corporation ("Accusoft"). By signing up, you agree that you are bound by the terms and conditions of this Accusoft Prizm Cloud Connect™ Service Agreement (the "Agreement"). In this Agreement, the words "we," "us," "our," and "ours" refer to Accusoft. The words "User," "you", "your", and "yours" refer to the individual (if no Company Name is provided) or organization (if a Company Name is provided) signing up for the Service. We may change the Service and/or this Agreement at any time at our sole discretion, and if you continue using the Service after a change, that will mean you have agreed to the change. You may see the current terms of this Agreement at any time by going to <http://www.accusoft.com/cloudconnecteula.htm>. This Agreement will remain in force until one party or the other terminates it.

General Terms

1. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
2. Your Account may only be used by one person or entity – a single login shared by multiple people is not permitted.
3. You are responsible for maintaining the security of your Account and password. Accusoft is not liable for any loss or damage from your failure to maintain adequate security.
4. You are responsible for all data uploaded and activity that occurs under your Account, even if the data is uploaded by another person.
5. You may not use the Service for any illegal, inappropriate or unauthorized purpose. In your use of the service, you must not violate any laws (including but not limited to copyright laws).
6. As long as this Agreement is in force and you are complying with all of its terms, we give you permission to use the Service. Otherwise you are not permitted to use the Service.
7. Accusoft offers a 'no-fee' version of this Service allowing only non-commercial use of this Service that is governed by the terms of this Agreement, as well as an 'annual-fee-based' version of this Service allowing commercial use that is still governed by the terms of this Agreement and also by additional terms contained in the Commercial Version Addendum below. Your use of Service is non-commercial only if you derive no economic or commercial benefit of any kind, whether direct or indirect, from that use.

If you violate any of these agreement terms, we may, at our sole discretion, terminate your Account. While we try to prohibit illegal, inappropriate or unauthorized conduct and content on the Service, you understand and agree that we are not responsible for the data uploaded to, and accessed by, the Service, and it is possible that you may be exposed to such materials. You agree to use the Service at your own risk.

Copyright and Data Ownership

1. We claim no intellectual property rights over the data you upload to the Service. Your uploaded materials remain yours.
2. Accusoft does not pre-screen uploaded data, but Accusoft has the right (but not the obligation) in its sole discretion to refuse or remove any data that is available via the Service.
3. The look and feel of the Service, as well as software code written to create the Service, is copyrightable material owned by Accusoft, and all rights are reserved. You may not duplicate, copy, or reuse any portion of any material comprising the Service except according to the terms of this Agreement without express written permission from Accusoft.

Other Conditions

1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis. Accusoft has no liability arising from unavailability of this Service or your data.
2. You are not permitted to modify, adapt, disassemble, decompile, reverse engineer or hack the Service or modify another website in any way that might imply that it is associated with the Service, Accusoft, or any other Accusoft service, product, or technology.
3. You agree not to reproduce, duplicate, copy, sell, resell, license, sublicense or exploit any portion of the Service, use of the Service, or access to the Service without our express written permission.
4. We may, but have no obligation to, remove data and accounts using data or content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or that violate any party's intellectual property rights or this Agreement.
5. If your bandwidth usage exceeds 500 megabytes per month, or if your bandwidth usage in Accusoft's sole determination significantly enough exceeds the average bandwidth usage of other Service accounts, then Accusoft reserves the right in its sole determination either to immediately disable your Account or to throttle the bandwidth usage of your Account until you can reduce your bandwidth usage.
6. You understand that the Service includes an error and usage reporting mechanism that automatically exchanges error and usage information with Accusoft servers. This information helps Accusoft support you if you experience problems with the Service and helps Accusoft if it makes improvements to the Service. This error and usage reporting mechanism does not disrupt your usage of the Service.
7. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any other User or of any Accusoft employee, director, shareholder or officer will result in immediate termination of your Account.
8. **Accusoft does not warrant (i) that the Service will meet your specific requirements, (ii) that the Service will be uninterrupted, timely, secure, or error-free, (iii) that the results that may be obtained from the use of the Service will be accurate or reliable, (iv) that the quality of any products, services, information, or other material purchased or obtained by you from Accusoft will meet your expectations, nor (v) that any errors in the Service will be corrected.**
9. **You expressly understand and agree that Accusoft is not liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Accusoft has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitutes resulting from any data, information or services purchased or obtained through or from the Service, or the loss thereof; (iii) unauthorized access to or alteration of your data; (iv) statements or conduct of any other party on the Service; (v) termination of your account; or (vi) any other matter relating to the Service.**
10. **Our aggregate liability for any damages to you or any other party will not exceed any fees you may have paid us during the twelve (12) month period prior to your notifying us of a claim, regardless of whether the claim is based on contract, tort, negligence, strict liability, products liability or otherwise. You acknowledge that we are unable to test the Service under all possible circumstances, that we cannot control the manner in which you and our other users use the Service, and that we have no control over Internet or other communications.**
11. **You shall indemnify and hold Accusoft harmless and defend Accusoft from any claim, action, or proceeding that arises or results from any of your actions or omissions pertaining to your use of Service and from any of your actions that are in violation of this Agreement.**

12. You agree that if any provision of this Agreement is determined to be invalid by any court of final jurisdiction, then that provision shall be omitted and the remainder of this Agreement shall continue to be binding and enforceable. In addition you agree that that court is authorized to enforce any such provision of this Agreement to whatever lesser extent that court deems reasonable and appropriate rather than invalidating the entire provision.
13. In the event of any lawsuit or other proceeding brought as a result of an actual or alleged breach of this Agreement, to enforce any provisions of this Agreement, or to enforce any intellectual property or other rights in or pertaining to the Service, you agree that the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, including the costs of any expert witnesses, incurred at all levels of proceedings.
14. The failure of Accusoft to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. This Agreement constitutes the entire agreement between you and Accusoft governing your use of the Service, superseding any prior agreements (including, but not limited to, any prior versions of this Agreement).
15. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to any conflicts of laws rules. Any action related to or arising under this Agreement will be filed only in the Florida courts and you consent to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.
16. This Agreement is the entire understanding of the parties concerning the subject matter of the Agreement and supersedes all prior communications and agreements whether oral or written relating to the subject matter of the Agreement. Only a writing signed by the parties may modify this Agreement. In the event of any modification in writing of this Agreement (an "Amendment"), all provisions of this Agreement survive except those provisions that are explicitly modified by the Amendment.
17. You cannot assign or transfer this Agreement to another party under any circumstances.
18. Questions about this Agreement should be sent to sales@accusoft.com or you may call Accusoft Sales at 1-813-875-7575.

Cancellation and Termination

1. **You may cancel your Account at any time by clicking on <http://www.accusoft.com/cloudconnectcancel.htm>. This screen provides a simple, no questions asked cancellation process. A mail, email or phone request to cancel your account WILL NOT BE EFFECTIVE.**
2. If you have the "annual-fee-based" version of the Service, and if you cancel the Service before the end of your current paid up year, your cancellation will take effect immediately, and you will not be charged again, **but you will not be entitled to a refund for any unused period of time.**
3. Accusoft, in its sole discretion, has the right to suspend or terminate your Account and refuse you any and all current or future use of the Service, or any other Accusoft service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account and your access to your Account. Accusoft reserves the right to refuse Service to anyone for any reason at any time. In addition, Accusoft may terminate this Agreement with respect to your Account at any time, in its sole discretion.
4. If you cancel your Account, or if Accusoft terminates your Account for any reason, this Agreement is terminated. If the Agreement is terminated, your rights under this Agreement are terminated, but your obligations and agreements under "Other Conditions" above survive the termination of this Agreement.

Commercial Version Addendum

These terms apply to the Commercial Version Only and only if you click the button below selecting Commercial-Use.

Technical Support

Technical support is available by e-mailing support@accusoft.com, Monday through Friday between the hours of 9 AM and 6 PM Eastern time, excluding Accusoft holidays when the Accusoft offices are closed.

Payment, Refunds, Changing Terms

1. A valid credit card or PayPal account is required to establish an Account.
2. **We bill for the Service in advance on an annual basis, and your payment is non-refundable. You will not receive any refund or credit for partial months of Service, nor for Service outages, nor will you receive a refund for any period in which you do not use the Service. If the payment method you provide us declines our charge, we have the right to suspend access to your Account until you provide valid payment, and we may terminate your Account.**
3. Our fees do not include any taxes, levies, or duties imposed by taxing authorities. You are responsible for paying all such taxes, levies, or duties.

Modifications to the Service and Prices

1. Accusoft reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services, including but not limited to annual subscription plan fees for the Service, are subject to change without any prior notice from us. Such changes will be posted to <http://www.accusoft.com/cloudconnectpricing.htm>.
3. Accusoft is not liable to you or to any other party for any modification, price change, suspension or discontinuance of the Service.