



Quote Name	Hidalgo County Tax-Office Plan	Created Date	5/3/2013
Quote Number	00000683	Expiration Date	5/10/2013
Prepared By	Matt Booth	Contact Name	Rudy Flores
Phone	(650) 282-3492	Phone	(956) 289-7470
E-mail	mbooth@egnyte.com	Email	rudy.flores@hidalgocountytax.org
Bill To Name	Hidalgo County Tax Office	Ship To Name	Hidalgo County Tax Office
Bill To	2804 S US Hwy 281 Edinburg, TX 78539		

Product	Sales Price	Quantity	Total Price
Office Annual	\$44.99	12.00	\$539.88

Description	Egnyte and Hidalgo County Tax Office agree to amend Section 9 of Egnyte's Terms of Service to read as follows:	Grand Total	\$539.88
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9. INDEMNIFICATION. To the extent provided for under the Constitution and laws of the State of Texas, you agree to defend, indemnify and hold harmless EGNYTE, and its employees, officers, directors, licensors and affiliates from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your violation of any warranty, representation or covenant under this Agreement, your infringement of any third-party's rights, (including, without limitation, infringement of any copyright, violation of any proprietary right and invasion of any privacy rights), and/or the use or misuse of your Egnyte account by you or any third party using your password(s) and/or user name(s). These obligations will survive any termination of your relationship with EGNYTE.

Req# 236055



Customer Login Channel Partners Support

1.877.734.6983

How It Works Solutions Resources Customers Plans & Pricing

### Terms of Service

No credit card required

Free Trial

### EGNYTE TERMS OF SERVICE

Please read these terms of service (these "Terms") carefully as they form a contract between you ("Customer") and Egnyte ("Egnyte") that governs Customer's access and use of the Egnyte's services and software. By using any of the Services, Customer agrees to be bound by these Terms. If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and representing to Egnyte that you have the authority to bind that organization to these Terms (in which event, "Customer" will refer to the organization). Customer may use the Services only in compliance with these Terms and only if you have the power to form a contract with Egnyte and are not barred under any applicable laws from doing so. IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THESE TERMS, CUSTOMER MUST NOT USE THE SERVICE.

#### REGISTRATION

To obtain access to certain Services, Customer may be required to obtain an account with Egnyte by completing a registration form and designating a user ID and password. When registering with Egnyte you must: (a) provide true, accurate, current and complete information about Customer as requested by the Service's registration form and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.

#### NOTICES

By registering with Egnyte, Customer understands that Egnyte may send Customer communications or data regarding the Services, including but not limited to (a) notices about Customer use of the Services, including any notices concerning violations of use, (b) updates, and (c) promotional information and materials regarding Egnyte's products and services, via electronic mail. Egnyte give Customer the opportunity to opt-out of receiving electronic mail from Egnyte by following the opt-out instructions provided in the message. Egnyte may send Customer, in electronic form, information about the Service, additional information, and information the law requires Egnyte to provide. Egnyte may provide required information to Customer by email at the address Customer specified when Customer signed up for the Service or by access to a website that Egnyte identify. Notices emailed to Customer will be deemed given and received when the email is sent. If Customer doesn't consent to receive notices electronically, Customer must stop using the Service. Customer may provide legal noticed to Egnyte via email to legal@Egnyte.com, with a duplicate copy sent via registered mail, return receipt requested, to the following address: Egnyte, Attn: Legal Department, 1890 North Shoreline Blvd., Mountain View, California 94043. Any such notice, in either case, must specifically reference that it is a notice given under these Terms.

#### DEFINITIONS

When used in these Terms with initial letters capitalized, in addition to terms defined elsewhere in these Terms, the following terms have the following meanings:

"Account(s)" means all Content storage account(s) created by or on behalf of Customer within the Services.

"Administrator(s)" means the Power Users who Customer identifies as having administrative rights including, without limitation, the permission to add licenses, cancel licenses and define the scope of the Services.

"Business Partner User" means an individual authorized by Customer who is not an employee of Customer.

"Cloud File Server" means Customers account within the Services.

"Content" means electronic files, materials, data, text, audio, video, images or other content transmitted, stored, retrieved or processed by Customer using the Services.

"Documentation" means any written or electronic documentation specifying the functionality of the Services provided or made available by Egnyte to Customer.

"Egnyte Local Cloud" means the local-install software that permits a Power User to store Content on the Power User's local computer.

"Egnyte Server Sync" means the server-install software that permits the Customer's server to sync to the CloudFile Server.

"Fee(s)" means the amounts payable to Egnyte as specified in the order.

"Power User(s)" means an individual authorized by Customer who is an employee of Customer.

"Services" means the multi-tenancy hosted cloud storage solution provided by Egnyte that provides CloudFile Server, Egnyte Local Cloud and/or Egnyte Server Sync as selected by Customer and set forth in the order. Services expressly exclude the Content entered into the Services.

"Services Level Commitments" means any Services level commitments for which Customer ordered and paid.

"Site" means any websites owned or operated by Egnyte, including those located at and www.Egnyte.com.

"Software" means Egnyte's software collectively and any updates, upgrades or enhancements provided by Egnyte to Customer.

"User" shall mean all of Customer's Power Users, and Business Partner Users.

#### SERVICES, ACCESS AND USE OF THE SERVICES

**2.1 Services.** Egnyte shall provide the Services to Customer during the Term of these Terms. Egnyte may subcontract portions of the Services provided that Egnyte shall remain responsible for all such obligations under these Terms.

**2.2 Access Grant.** Subject to Customer's continued compliance with the obligations of these Terms, including the timely payment of all applicable Fees, Egnyte hereby grants Customer the non-exclusive right during the Term to: (a) install the Egnyte Local Cloud for the sole purpose of accessing the Service; and (b) allow Power Users and Business Partner Users to store, share and retrieve Content through the Services solely through any Account registered to Customer and in accordance with the order placed with Egnyte. In the event that Customer's Power Users and Business Partner Users exceed the quantity set forth in the order or if Customer allows an employee to use a Power User login, then Customer shall be liable for such additional users at Egnyte's then-current pricing.

**2.2 Use Restrictions.** Customer shall be responsible for the User's compliance with these Terms and for the quality, accuracy and legality of the Content. Customer shall not and shall ensure that its Users do not: (a) use the Services in any manner or for any purpose other than as expressly permitted by these Terms including, without limitation, allowing employees to use Business Partner Users logins, (b) sell, lend, rent, resell, lease, or sublicense the Services to any third party; (c) modify, alter, tamper with, repair or otherwise create derivative works of any software included in or used to provide the Services; (d) reverse engineer, disassemble or decompile the Services, or attempt to derive source code from the Services; (e) remove, obscure or alter any proprietary right notice related to the Services; (f) use the Services to send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages; (g) store or transmit Content: (1) containing unlawful, defamatory, threatening, pornographic, abusive, or libelous material, (2) containing any material that encourages conduct that could constitute a criminal offense, or (3) that violates the intellectual property rights or rights to the publicity or privacy of others; (h) transmit any Content that contains Malicious Code; (i) interfere with or disrupt servers or networks connected to the Services or other Egnyte's client's access to the same, or violate the regulations, policies or procedures of such networks; (j) access or attempt to access Egnyte's other accounts, computer systems or networks not covered by these Terms, through password mining or any other means; or (k) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas.

**2.3 Content.** Customer will be solely responsible for the nature, quality and accuracy of the Content and Customer will: (a) ensure that the Content complies with Egnyte's applicable policies and any and all applicable laws, and regulations; (b) promptly handle and resolve any notices and claims relating to the Content including: (c) promptly handle and resolve any notices sent to Customer by any person claiming that any Content violates any person's rights, including 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 Content, which may include (i) the use of encryption technology to protect the Content from unauthorized access and (ii) routine archiving of the Content. Egnyte will have

integrity of any information received, destruction of, corruption of, disclosure of, damage to, loss of, or failure to store or encrypt any Content.

**2.4 Passwords and Accounts.** Customer is responsible for safeguarding the confidentiality of the User names and passwords of the Users. Egnyte shall have no liability to Customer or any third party for any reason as a result of any unauthorized disclosure or access to Customer's Account or Content as a result of Customer's misuse, loss or theft of any password or username.

**2.5 Notification of Unauthorized Use.** Customer will promptly notify Egnyte in writing of any unauthorized use of any Account, Content or the Services that comes to Customer's attention. In the event of any such unauthorized use by any third party that obtained access to the Services directly or indirectly through Customer or through any Users, Customer will take all steps necessary to terminate such unauthorized use. Customer will provide Egnyte with such cooperation and assistance related to any such unauthorized use as Egnyte may reasonably request.

**2.6 Third Party Products and Third Party Content.** Any third-party applications and/or services ("Third-Party Products") made available through the Services are solely for the convenience of Egnyte's customers. Egnyte makes no warranties of any kind and assumes no liability whatsoever for Customer's use of such Third-Party Products. All transactions using Egnyte's services are between the transacting parties only. The Services may contain features and functionalities linking Customer or providing Customer with certain functionality and access to third party content, including Web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole; Customer acknowledge that Egnyte are not responsible for such content or services. Egnyte may also provide some content to Customer as part of the Services. However, Egnyte is not an agent of any transacting party, nor or Egnyte a direct party in any such transaction. Any such activities, and any terms associated with such activities, are solely between Customer and the applicable third-party. Similarly, Egnyte are not responsible for any third party content Customer access with the Services, and Customer irrevocably waive any claim against Egnyte with respect to such sites and third-party content. Egnyte shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Customer and any such third-party. Customer should make whatever investigation Customer feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. Customer is solely responsible for Customer dealings with any third party related to the Services, including the delivery of and payment for goods and services. Should Customer have any problems resulting from Customer use of any third party services, or should Customer suffer data loss or other losses as a result of problems with any of Customer other service providers or any third-party services, Egnyte will not be responsible unless the problem was the direct result of Egnyte's breaches.

**2.7 Updates to the Service.** Egnyte reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Service at any time. Egnyte may add or remove functionalities or features and may suspend the Service or stop providing the Service all together.

#### FEES AND PAYMENT

**3.1 Fees.** Customer shall pay all Fees as set forth in the applicable order. Customer shall also pay Fees at Egnyte's standard pricing for any use that exceeds the Services plan ordered by Customer. All Fees paid are nonrefundable. Egnyte reserves the right to increase the fees at any time in its discretion. Any increase in the fees shall take effect for Customer, at the beginning of the next renewal Subscription Term.

**3.2 Fees for Upgrade.** If Customer upgrades or expands the Services within a Subscription Term (for example, to obtain additional User access, storage, features or functionality) or if Customer's use exceeds the Services plan ordered by Customer (each of the foregoing is referred to as a "Services Upgrade"), such Service Upgrade shall be at the then-current pricing. Additional Fees due, if any, for such Service Upgrades will be invoiced to Customer, and shall be coterminous with the applicable Subscription Term.

**3.3 Invoicing and Payment Terms.** In the event that Egnyte invoices Customer, then all Fees shall be due and payable upon receipt ("Payment Period"). At Egnyte's discretion, past due amounts may accrue a late fee equal to the lesser of 1.5% per month, or the maximum amount allowed by applicable law, whichever is less. Egnyte may suspend Customer's rights to the Services if Customer's account remains past due ten (10) days after Customer's failure to pay an invoice or renewal as due. All Fees paid to Egnyte are non-refundable.

**3.4 Taxes.** Fees are exclusive of Taxes and Customer shall pay or reimburse Egnyte for all Taxes arising out of these Terms. For purposes of these Terms, "Taxes" means any sales, use and other taxes (other than taxes on Egnyte's income), export and import fees, customs duties and similar charges applicable to the transactions contemplated by

These terms and conditions are imposed by any government or other authority. Customer will promptly provide Egnyte with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption.

#### SUPPORT

**4.1 Support.** Egnyte will provide the level of support as selected in the order.

#### SECURITY

**5.1 Security.** Egnyte will implement commercially reasonable administrative, physical, and technical measures designed to secure the Content against accidental or unlawful loss, access or disclosure. Egnyte will maintain at a minimum SSAE 16 audit certification or its equivalent during the Term of Agreement.

**5.2 Monitoring.** Egnyte does not monitor any Content transmitted through the Services or use the Content except as set forth in the then-current privacy policy and as necessary to provide the Services.

#### CONFIDENTIALITY

**6.1 Confidential Information.** The Parties acknowledge that after execution of these Terms, they may be furnished with, receive, or otherwise have access to Confidential Information.

**6.2 Exclusion.** Confidential Information excludes any particular information that the receiving Party can demonstrate: (a) at the time of disclosure, was in the public domain or in the possession of the receiving Party; (b) after disclosure, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (c) was received after disclosure from a third party who had a lawful right to disclose such information to the receiving Party without any obligation to restrict its further use or disclosure; or (d) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party.

**6.3 Ongoing Obligation.** Each Party's Confidential Information shall remain the property of that Party. Each Party shall use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent unauthorized disclosure of Confidential Information as it employs to avoid unauthorized disclosure of its own Confidential Information of a similar nature.

**6.4 Permitted Disclosures.** Except as otherwise provided herein, either Party may disclose the other party's Confidential Information and the terms and conditions of these Terms to its directors, officers, employees, consultants, auditors, accountant, lawyers, subcontractors or agents ("Representatives") provided that in each case there exists a need for such Representative to know such Confidential Information and that there is a nondisclosure agreement that is at least as restrictive as the obligations of the Confidentiality Section. In addition and except as otherwise provided herein, either Party may disclose the and the terms and conditions of these Terms to any other third parties that have expressed a bona fide interest in consummating a significant financing, merger or acquisition transaction between such third parties provided that in each case there exists a need for such third party to know the terms of these Terms and that there is a nondisclosure agreement that is at least as restrictive as the obligations of the Confidentiality Section.

**6.5 Required Disclosures.** A Party receiving a request to disclose Confidential Information to satisfy a legal requirement of a competent government body, or in request to a subpoena, shall, to the extent legally permissible, promptly upon receiving such request advise the disclosing Party promptly and prior to making such disclosure in order that the disclosing Party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information. The Party who is required to disclose the Confidential Information shall limit such disclosure to the scope of the request or subpoena as advised by counsel.

#### OWNERSHIP

**7.1 Ownership by Customer.** As between Customer and Egnyte, Customer or its licensors own all right, title and interest in and to the Content. Customer hereby grants Egnyte the right to transmit, use, modify, adapt, reproduce, display or disclose the Content solely to provide the Services to Customer or any User or to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by law. Customer represents and warrants that Customer has all rights in the Content necessary to grant this rights; to use the Service; and that the storage, use, or transmission of the Content does not violate any law or these Terms.

**7.2 Ownership by Egnyte.** As between Egnyte and Customer, Egnyte or its licensors own and reserve all right, title and interest in and to the Services and all hardware, software and other items used to provide the Services. No title to

of ownership or any proprietary rights related to the Services transferred to Customer or any other person in these Terms or any transaction contemplated by these Terms. Egnyte reserves all rights not explicitly granted to Customer. In the event that Customer provide comments, suggestions and recommendations to Egnyte with respect to the Service (including, without limitation, with respect to modifications, enhancements, improvements and other changes to the Service) (collectively, "Feedback"), Customer hereby grant to Egnyte a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Service.

#### WARRANTIES AND DISCLAIMERS

**8.1 Mutual Warranties.** Each Party represents and warrants to the other that (a) these Terms has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of these Terms; and (c) the execution, delivery and performance of these Terms does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

**8.2 Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EGNYTE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ABOUT THE SERVICES WHICH ARE PROVIDED "AS IS" OR THE CONTENT, AND FULLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

#### LIMITATION OF LIABILITY

**9.1 Limitation of Liability.** EGNYTE'S AGGREGATE LIABILITY FOR A CLAIM OF ANY NATURE ARISING OUT OF THESE TERMS SHALL NOT EXCEED THE GREATER OF FEES PAID BY CUSTOMER TO EGNYTE FOR THE PRECEDING THREE MONTHS OF SERVICES OR \$10,000.

**9.2 Disclaimer of Consequential and Related Damages.** IN NO EVENT SHALL EGNYTE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

#### TERM AND TERMINATION

**10.1 Term of Agreement.** These Terms will commence on the Agreement Effective Date and will continue until terminated.

**10.2 Termination for Cause.** Egnyte reserve the right, to temporarily suspend or terminate Customer access to the Service at any time in Egnyte's sole discretion, with or without cause, and with or without notice, without incurring liability of any kind. For example, Egnyte may suspend or terminate Customer access to or use of the Service for: (a) the actual or suspected violation of these Terms; (b) the use of the Services in a manner that may cause Egnyte 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 Customer or in Customer account; (d) scheduled downtime and recurring downtime; (e) use of excessive storage capacity or bandwidth; or (f) unplanned technical problems and outages. If, in Egnyte's determination, the suspension might be indefinite and/or Egnyte has elected to terminate Customer access to the Service, Egnyte will use commercially reasonable efforts to notify Customer through the Service. **Customer acknowledges that if Customer access to the Service is suspended or terminated, Customer may no longer have access to the Content that is stored with the Service.** In addition to other termination provisions, if Customer's account is not currently subject to a paid subscription plan with Egnyte, Egnyte at its discretion may terminate Customer account if: (a) Customer do not engage in any activity in Customer account within thirty (30) days after becoming a Registered User, or (b) Customer do not engage in any activity in Customer account for any period of one-hundred and twenty (120) consecutive days. In the event of such termination, any Content Customer may have stored may be lost.

**10.3 Termination for Convenience.** Customer shall provide Egnyte at least a 30 day notice of its intent to terminate the Service. In the event that Customer terminates these Terms for Customer's convenience, Egnyte shall not provide Customer with a refund for any pre-paid fees.

**10.4 Post-Termination Obligations.** Upon termination of these Terms for any reason, (a) Customer will have no further rights to the Services hereunder; (b) Customer will, within 5 days of such termination, destroy all copies of the Software and any Documentation and Confidential Information of Egnyte, including any Documentation in written or

Customer will promptly provide to Egnyte a written certification signed by an authorized representative certifying that all copies of the Software and any written or electronic documentation and Confidential Information of Egnyte have been destroyed. For 30 days following the expiration of the Termination of the Agreement and/or applicable Subscription Term, and subject to Customer's prior written request, Egnyte will grant Customer limited access to the Services solely for purposes of Customer's retrieval of the Content. After such 30-day period, Egnyte shall have no obligation to maintain the Content and will delete the Content unless legally prohibited.

**10.5 Surviving Provisions.** Any provision that in accordance with its terms should survive, shall survive the termination of this Agreement.

#### GENERAL PROVISIONS

**11.1 Governing Law.** These Terms will be construed and enforced in all respects in accordance with the laws of the State of California, without reference to its choice of law rules. Any dispute between the Parties shall be brought in a court in Santa Clara County and each Party irrevocably waives any claim that such court does not have personal jurisdiction over the Party. All use of the Service is expressly governed by any applicable export and import laws and Customer must comply with all such laws. Claims must be filed within one year of the date on which the claim should have been filed, unless local law requires a longer time to file claims. If a Claim is not filed accordingly, then it is permanently barred.

**11.2 Government Users.** If Customer is a U.S. government entity, Customer acknowledges that elements of the Services constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government end users as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

**11.3 Independent Contractors Third Party Beneficiaries.** The Parties are entering into these Terms as independent contracting parties. Neither Party will have, or hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. These Terms will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party. There are no third party beneficiaries to these Terms.

**11.4 Waiver.** The failure of either Party to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

**11.5 Assignment.** Customer may not assign this Agreement, even by operation of law. Any assignment in contravention of this provision shall be null and void.

**11.6 Severability.** If any provisions of these Terms shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of these Terms shall not be affected thereby but shall remain in full force and effect.

**11.7 Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under these Terms due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God or other similar causes) ("Force Majeure Cause"), the affected Party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party (a) provides the other Party with prompt notice of the nature and expected duration of the event, (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (c) provides periodic notice of relevant developments, and (d) provides prompt notice of the end of such event. In the event that the Force Majeure Cause lasts for a period longer than thirty (30) days, then the other party may terminate these Terms upon written notice.

**11.8 Public Announcement.** Egnyte reserves the right to release a press announcement of the execution of these Terms and to include Customer's name on Egnyte's customer lists on Egnyte's web site and any marketing materials.

**11.9 Entire Agreement and Changes.** These Terms, together with the order, constitutes the entire agreement, and supersedes any and all prior agreements, between the Parties with regard to the subject matter hereof. Egnyte reserves the right to modify or replace these Terms at any time in its sole discretion. Egnyte will indicate at the top of these Terms the date these Terms were last updated. Any changes will be effective upon posting the revised version

Customer's continued access or use of any portion of the Service constitutes Customer's acceptance of such changes. If Customer doesn't agree to any of the changes, Customer must cancel and stop using the Service.

**11.10 Privacy.** In order to operate and provide the Service, Egnyte collect certain information about Customer. As part of the Service, Egnyte may also automatically upload information about Customer computer or device. Customer use of the Service, and Service performance. Egnyte use and protect that information as described in the privacy policy located on the Egnyte web site ("Privacy Policy"). Customer further acknowledge and agree that Egnyte may access or disclose information about Customer, including the content of Customer communications, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect the rights or property of Egnyte or Egnyte's customers, including the enforcement of Egnyte's agreements or policies governing Customer use of the Service; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Egnyte employees, customers, or the public.

**11.11 Indemnification.** To the extent permitted by law, Customer will defend Egnyte against any cost, loss, damage, or other liability arising from any third party demand or claim that any Content provided by Customer, or Customer use of the Service, in breach of these Terms: (a) infringes a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of Egnyte's actions); or, (b) violates applicable law or these Terms. Egnyte will reasonably notify Customer of any such claim or demand that is subject to Customer indemnification obligation.

**11.12 DMCA.** In the event that Customer reasonably believes that some Content infringes Customer's (or a third party who has authorized Customer to send the notice) copyright, then Customer should provide written notice to Egnyte at Legal@Egnyte.com. Egnyte reserves the right to delete or disable Content alleged to violate these Terms and to terminate repeat infringers. The DMCA Notice must include the following information:

1. Identification of the copyrighted work that Customer claims has been infringed;
2. Identification of the material, including URL, that Customer claims is infringing, with enough detail so that we may locate it;
3. Customer's address, telephone number, and e-mail address;
4. A statement declaring under penalty of perjury that (a) Customer has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (b) the above information in Customer's notice is accurate, and (c) Customer is the owner of the copyright interest involved or you are authorized to act on behalf of that owner, and
5. Customer's physical or electronic signature.

[Egnyte Hybrid Cloud Advantage \(PDF\)](#)

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