

KleioSM Terms of Use

Version Date: February 20, 2026

Welcome to Kleio.

Kleio is owned and offered by Kofile Technologies, Inc., a Delaware corporation having a business address at 6300 Cedar Springs Road, Dallas, Texas 75235.

These Terms of Use ("TOU") are incorporated into and made a part of the Statement of Work ("SOW") between Kofile (hereinafter "Kofile," "we," "us," or "our"), and you ("you," "your," or "Customer") under which Kofile provides you a subscription to access some or all of the Kleio Platform and its services as set forth in the SOW. This includes each application and functionality as provided for in the SOW and all related content such as text, information, images, applications, templates software and other information, services and materials (collectively, "Kleio," the "Platform," or the "Service") and all information made available to you or by you through the Kleio Platform.

A. Definitions: There are certain terms that help define the Agreement between us and your use of Kleio. The following listed terms have the following meanings:

"Kleio: means Kofile's hosted digital platform and all incorporated technologies designed to ingest Customer Data, intelligently process those documents, and permit Users to interact and have AI experiences with those records stored in Kleio.

"Customer" shall mean the entity that has signed an SOW with Kofile for use of Kleio.

"Organizational User" is a unique-individual user of Kleio who is employed by or authorized by a Customer to access and use Kleio on behalf of the Customer and has agreed to the Kleio Individual terms of use.

“Agreement” means a Statement of Work (or other signed document incorporating these Terms and providing for Kleio services) signed by Customer and Kofile and these Terms of Use which combined constitute the contract between us and are collectively referred to herein as the “Agreement.”

“Enhancement” means any new updates, bug fixes, and features that augment or enhance current the version of Kleio, that Kofile makes available to its customers generally for no additional fee, all of which are subject to these TOU. Enhancements do not include upgrades or new releases for which Kofile may charge a fee.

“Third-party Products” means any third-party products or services provided for in our Agreement or incorporated into Kleio.

“Ingestion” means the automated process by which Customer Data is imported and made available for processing in Kleio. This may include uploading digital files created by Kofile on Customer’s behalf from different media types (physical, film, or fiche), provided by Customer directly to Kofile, or provided by a Customer vendor to Kofile. Ingestion is a service provided by Kofile as part of a Kleio subscription. Ingestion does not include preservation, scanning, or indexing services.

“Interaction” means the process by which a User engages Kleio to summarize or query individual documents for content and any subsequent features Kofile denotes as an Interaction in the future. Each prompt or query will be considered an Interaction. For clarity, Kleio provides the ability for Users to utilize other Kleio features, including natural language searches which are not considered an Interaction.

“Customers Data” means all the Customer/User originated content that is entered, uploaded, and stored in Kleio. Kofile does not own any data, information or material that is ingested into Kleio. Customer records are Customer Data.

“Professional Services” means services provided by Kofile to Customer in connection with Customers use of Kleio. Professional Services, if any, are billed hourly and will be outlined in a separate written SOW signed by both parties. Examples of Professional Services may include a custom application programming interface (API) requested by Customer so Kleio can communicate with Customer’s proprietary system and/or other vendor(s).

“Official Public Record” means records created or received by a government entity in the course of official business that are required to be kept and are accessible to the public unless an exemption applies.

"Public User" means a unique-individual user who is not an employee of or otherwise authorized to use Kleio on behalf of a customer and as agreed to the Kleio Individual terms of use.

"Storage" means the maintenance of digital data that makes up digital assets, related data, and the metadata necessary to facilities Kleio functionality.

"Fees" are the subscription fees due to Kofile by a Customer for the subscription to access and use Kleio. Fees do not include a) any other Kofile services except as expressly provided for in an SOW; and b) 3rd-party fees incurred by a customer associated with the use of the Platform.

"Usage Data" means data generated by the operation, performance, or use of Kleio, including logs, metrics, and analytics, excluding Customer Data.

"Users" means Organizational Users and Public Users.

B. Subscription to use Kleio:

1. Subject to the terms of the Agreement and provided Customer is current on its fees under the Agreement, Kofile grants, and Customer hereby accepts, a nonexclusive, nontransferable, revocable subscription to access and use Kleio features as set forth in an SOW and during the Term of the Agreement (the "Subscription"). Your Subscription is subject to any restrictions, such as Storage and Interaction limits contained in an SOW. The Kleio Platform is cloud based. This means we are not going to provide you or any User software that is downloaded or a license to use Kleio. The Subscription is for the use of Customer and provides use of Kleio to any Organizational Users you authorize to use the Platform. Customer's subscription authorizes Customer to allow Public Users to access and use certain Customer digital assets and data within Kleio as configured by Customer consistent with Customer's use of Kleio. Your Subscription entitles you to any future Enhancements of the Kleio Platform, except those for which Kofile identifies are made available at an additional cost.

2. You as a Customer are prohibited from and agree not to, and will not allow your Organizational Users, under any circumstances to (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, Kleio or the content in any way except as provided for herein; (ii) modify or make derivative works based upon Kleio or the content; (iii) create Internet "links" to Kleio or "frame" or "mirror" any content on any other server or wireless or Internet-based device; (iv) circumvent security or usage limits or (v) reverse engineer, decompile, attempt to derive source code, or access Kleio in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of Kleio, or (c) copy any ideas, features, functions or graphics of Kleio. Any and all rights not expressly granted hereby to you as a Customer are reserved by Kofile.

3. Kleio may not be used in any way (i) that is illegal or promotes illegal activities or in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age, or is otherwise indecent (ii) to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (iv) to interfere with or disrupt the integrity or performance of Kleio or the data contained therein.

4. If you or any Users violate these TOU, we reserve the right, in our sole discretion, to suspend or terminate your Subscription or the User's access with or without advance notice. If we learn that data stored by the Customer is in violation of any law, infringes third party rights or violates these TOU, we may immediately bar access to such data without prior notice to you. The Customer shall be promptly notified by Kofile of any such action under this provision.

C. Implementation.

Kofile and Customer will cooperate to ensure timely and accurate implementation and delivery of Kleio. Customer will be required to provide certain information to allow us to set up and implement Kleio. Customer acknowledges our ability to timely and successfully implement Kleio is dependent on Customer's cooperation. Customer will participate in user acceptance testing as requested by Kofile. Kofile is not responsible for delays or other consequences resulting from Customer's failure to provide accurate information timely or participate in user acceptance testing.

D. Term and Termination.

1. The Agreement between us will be effective upon the execution of the Agreement by Customer. Unless expressly set forth elsewhere in an SOW, the Initial Term of the Agreement will be for three (3) years ("Initial Term"). The Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of an intent not to renew at least ninety (90) days prior to the end of the then current term. Fees for autorenewal terms will increase by five percent (5%) over Fees of the then expiring term. Either you, or we may terminate the Agreement for a material breach by the other party if, after thirty (30) days written notice of such breach, the breach remains uncured.

2. Customers obligations under this Agreement are contingent upon the availability of funding. In the event Customer is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for the service or a substitute service, Customer may terminate this Agreement with written notice to Kofile. Prepaid fees are non-refundable such that Customer's termination

will not result in a refund of fees for the current year. If Customer terminates this Agreement during the Initial Term pursuant to this section, Customer agrees to reimburse Kofile fifty percent (50%) of the fees remaining for the Initial Term for the unamortized portion of the Ingestion costs incurred by Kofile in reliance on this Agreement. Customer will reimburse Kofile within thirty (30) days of receipt of an invoice for the same. Customer acknowledges the reimbursement represents a reasonable estimate of Kofile's remaining Ingestion cost and is not a penalty.

3. In the event of termination your access, and Users access, to your digital assets in Kleio will be terminated. If you request a copy of Customer Data within our system within thirty (30) days of termination, we will export all Customer Data within our system in a mutually agreeable format for a fee at our then current professional services rate. You agree and acknowledge that we have no obligation to retain Customer Data beyond ninety (90) days after termination and that Customer Data may be irretrievably deleted after that time without further notice to you.

E. Payment for Kleio:

1. Customer will be responsible for timely payment of all Fees as set forth in an SOW. Unless otherwise set forth in an SOW, Subscription Fees are prepaid annually. Kofile will send you an invoice for the first year upon execution of the Agreement and then annually thereafter for the term of the Agreement. Prepaid fees are non-refundable. We will send an invoice for any renewal term no less than thirty (30) days prior to the beginning of the renewal term. All invoices are due in full within thirty (30) days of the invoice date.

2. Your continued use (subscription access) of Kleio is contingent upon timely making all payments as provided for in the Agreement. If all or part of any payment is more than sixty (60) days late, Kofile reserves the right to suspend all User access to your digital assets available into Kleio. We will provide you with advance notice of suspension to avoid unnecessary interruption in service. If all or part of any payment remains past due more than ninety (90) days, we reserve the right to cancel your Subscription. We will provide you at least ten (10) days' notice prior to cancelling your Subscription.

3. The price for Kleio excludes all taxes and charges (sales or otherwise), unless stated in the SOW. You are responsible for any taxes owed related to the provision and use of Kleio. Depending on your legal jurisdiction, we may add and collect tax in addition to payment for Kleio. If you are exempt from any or all taxes, you are responsible to provide us a tax-exemption certificate or citation to a statutory exemption within thirty (30) days of the start date of your Subscription.

4. In addition to any of our Fees, you may incur and are responsible to pay charges to third parties you select incidental to using Kleio such as charges for merchant processing fees, Internet access/data or other third-party connection fees related to your accessing and using Kleio.

F. Customer Responsibilities

1. Each Customer will have at least one (1) Organizational user with administrative rights who will have the ability to set up Organizational Users and roles to determine their access level. Each of these administrative Organizational User is responsible for providing login credentials and maintaining the security of those credentials. You must contact us right away if you suspect misuse of your account or any security breach in Kleio. The Customer is responsible for all activities that take place with your account. We will not be liable for any loss or damage arising from any unauthorized use of your account(s) caused by your or any Organizational Users.
2. Customer's Subscription is subject to the Storage and Interaction limits set forth in the SOW. Customer will not be able to store data beyond the agreed upon Storage except by written agreement of the Parties. Likewise, once a Customer's monthly Interaction limit is reached, the Kleio features utilizing Interactions will no longer be available to Customer or its Users. Kofile is not responsible for any impact on Customer or its Users arising as a result of Customer's reaching its Storage or Interaction limit. Additional storage or Interactions are available for additional fees or purchase of tier advancement as agreed upon by the parties in writing.
3. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data it provides, uploads, or otherwise makes available to the Kleio Platform. Customer represents and warrants a) it will at all times, comply with applicable laws and regulations in using Kleio, b) it will not upload or transmit any software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, or programs into Kleio, including in the Customer Data; and c) it has all necessary rights, consents, and authority to provide Customer Data to Kofile hereunder for use in accordance with this Agreement, and d) the Customer Data will not infringe, misappropriate, or otherwise violate the intellectual property rights of any third- party, including without limitation, any rights of privacy and publicity. Except as provided for in an SOW, Kofile has no obligation to monitor, validate, correct, or verify any Customer Data, and Kofile is not responsible for any loss, damage, or liability arising from Customer's failure to ensure the accuracy or legality of Customer Data.
4. Customer is solely responsible for accurately classifying Customer Data appropriately with respect to whether such data is a Public Record, contains personally identifiable information, or is subject to other unique privacy or data security requirements such as the Health Insurance Portability and Accountability Act (HIPAA) or Criminal Justice Information Services standards(CJIS). Kofile has no obligation to monitor, validate, correct, or verify any Customer Data classification and is not responsible for any loss, damage, or liability arising from Customer's failure to ensure accuracy of its data classification.

5. All Customer Data and records available through Kleio are provided and controlled by Customer and Kleio's role is limited to supplying the technical means for view, display, and delivery. Kofile does not create, own, or serve as the official custodian, source, or authoritative source or repository for any Customer record, and nothing in the Agreement assigns such responsibilities to Kleio or Kofile.

6. Customer is responsible for all activity occurring under your Customer and related Organizational User account(s) and shall abide by all applicable laws, including local, state, and national laws in connection with the use of Kleio, including those related to data privacy and the transmission of technical or personal data.

7. You grant to Kofile a worldwide, royalty-free license to host, store, process, transmit, and use Customer Data and any Organizational User inputs as necessary to provide the service and features of the Kleio Platform to you and your Users.

8. Neither you, nor your Organizational Users, may use automated scripts, bots, scrapers, crawlers, or other automated means to submit high-volume inputs to Interaction Features, access, query, or otherwise interact with Kleio without Kofile's prior written authorization.

9. Unscheduled security scanning performed by customers, including, but not limited to scans, penetration tests, or similar systemic tests ("Security Scanning") may cause responsive countermeasures or otherwise disrupt the Kleio Platform and are therefore prohibited. You agree not to perform any "Security Scanning" of the Kleio Platform without prior written authorization from Kofile.

G. Vendor Responsibilities

1. Kleio is hosted in a cloud environment and utilizes multi-region redundancy architecture designed to maintain continuous availability and minimize the risk of data loss. These measures are designed to ensure a) Customer Data is replicated across at least two geographically distinct regions, b) failover capabilities are maintained to allow Kleio to continue operating in the event of a regional outage; and c) recovery mechanisms are implemented to restore Customer Data to the most recent available state.

2. Vendor will use commercially reasonable data security and privacy measures to comply with Section J Confidentiality.

3. Vendor may modify, enhance, update, discontinue, or otherwise change any aspect of the Kleio Platform at any time in its sole discretion. Customer acknowledges Kleio is a dynamic, evolving Platform designed to serve its customers. Kofile will use commercially reasonable efforts

to avoid changes that materially degrade the overall functionality of the Kleio Platform but make no representation that any specific feature set or capability will be supported.

4. As indicated in an SOW or otherwise through notice to you, some features, tools, or services made available through the Kleio Platform may be offered as beta, preview, early access, or experimental ("Beta Services"). Beta Services are provided for evaluation and testing purposes and may contain bugs, errors, or other issues. You acknowledge and agree that except as expressly agreed upon in an SOW: a) Beta Services are provided "as is" and "as available" without warranties of any kind, whether express, implies, or statutory; b) Beta Services may be modified, suspended, or discontinued at any time without notice; c) Beta Services may not be supported, may not meet performance or reliability standards, and may not be subject to the same security, compliance, or availability commitments as non-beta features; d) your use of Beta Services is voluntary and at your own risk; e) we may monitor your use of Beta Services and collect feedback to improve the Platform, You grant us a non-exclusive, royalty-free license to use any feedback you provide for any purpose; and f) we are not liability for any damages, losses, or claims arising from or related to your use of Beta Services.

H. Confidentiality and Data Protection

1. Confidentiality. As used herein, "Confidential Information" means all information exposed or provided to a party (a "Receiving Party") by the other party (a "Disclosing Party") and (a) reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, b) is Kofile intellectual property; or c) is Customer Data provide to Kofile. However, Confidential Information shall not include any information that (i) is a Public Record; (ii) becomes generally known to the public without breach of any obligation owed to a Disclosing Party; (iii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party, as demonstrated by written records, (iv) is received from a third party without breach of any obligation owed to Disclosing Party, or (v) was independently developed by a Receiving Party without reference to the Confidential Information, as demonstrated by written records.

2. Except as set forth in an SOW, or otherwise permitted in writing by a Disclosing Party, the Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose outside of as needed to perform under the Agreement. A Receiving Party may disclose Confidential Information to the extent required by process of law provided, Receiving Party, to the extent permitted by law, provides Disclosing Party written notice in advance of responding to the request. Customer will not include Kofile Confidential Information that is exempt by law from its response to any open records request. Kofile will cooperate with Customer to identify exempt Kofile Confidential Information.

3. Data Protection. Kofile will implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, use or access and to comply with applicable privacy and data security laws to the extent such laws are applicable to Kofile. Customer Data will not be shared with AI-model providers or used to improve AI-models.

4. Kofile has been architected to support GovRamp-Moderate classification data. Customer may not upload or, cause or permit to be uploaded any Customer Data exceeding that data classification, any data that poses a risk to national security, or requires National Security Information classification. Kofile's architecture does not constitute a representation the Platform is GovRamp authorized or that Kofile is providing GovRamp-compliant services unless expressly set forth in an applicable SOW.

5. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance, Kofile verifies an incident that either compromises or could reasonably be expected to comprise Customer Data through unauthorized use, disclosure, or acquisition of Customer Confidential Information ("Security Incident"), Kofile will promptly notify Customer of its discovery. After such notification, Kofile will, at its own expense, immediately: investigate to determine the nature and extent of the Security Incident; contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and correcting any weaknesses in security; report to Customer, as then understood, the nature of the Security Incident, the Customer data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what Kofile has done or is doing to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action Kofile has taken or will take to prevent future similar unauthorized use or disclosure. Kofile will continue to provide periodic and material updates to Customer. Kofile will confer with Customer, unless prohibited by law, to coordinate any regulatory or individual breach notifications.

6. Customer should promptly report all actual or suspected Security Incidents involving Customer or Kofile confidential information via Legal@Kofile.com indicating a Security Incident issue and providing Customer contact information.

7. Unless as otherwise set forth in an SOW, Customer represents on its own behalf and for its Users that for purposes of this Agreement Customer is not providing a) Personal Healthcare Information (PHI) and other healthcare information subject to certain regulations including the Health Insurance Portability and Accountability Act (HIPAA); or b) information related to law enforcement or criminal justice operations subject to Criminal Justice Information Services standards; c) data otherwise subject to unique specific security or privacy regulations. Unless provided for in an SOW, Customer is not a Covered Entity and neither Customer, nor its User(s),

will store or upload PHI or CJIS covered information on the Kleio Platform. This includes Customer having the exclusive responsibility for classifying Customer Data appropriately with respect to whether such data is a public record, contains personally identifiable information, or is subject to other specific data security requirements such as HIPAA or CJIS.

I. Intellectual Property Rights

1. Kofile alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to any Kofile technology, the content (excluding (Customer Data), Kleio, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to Kleio. This Agreement is not a sale and does not convey to you any rights of ownership in or related to Kleio, Kofile technology, or its intellectual property rights.

2. All copyrights and/or other intellectual property rights, title and interests in a) software on which Kleio is based and made available to the Customer and/or User, b) workflow processes, user interfaces, designs, source codes or other software components of Kleio, c) content of Kleio including text and graphics, excluding Customer Data, d) trademarks, names or marks are the sole property of Kofile, or third parties having granted Kofile license for its use, and the Customer and/or User shall gain no rights to those intellectual property rights other than the limited right of use as stipulated in this Agreement. The Customer and/or User retain all intellectual property rights regarding Customer Data submitted by a Customer and/or User.

3. The Interaction functionality of Kleio may generate and return an output to Users ("AI Output") which is based upon Customer Data. AI Outputs are generated through machine learning processes and are probabilistic, not tested, verified, endorsed, or guaranteed to be accurate, complete, or current by Kofile. As between Kofile and Customer, AI Output will be deemed to belong to Customer. Customer acknowledges AI Outputs may be similar or identical to AI Outputs independently provided by Kleio to other users. Users should independently review and verify AI Outputs as to the accuracy and appropriateness for any or all User use cases or applications. All AI output is provided "as-is" and Kofile does not represent or warrant that AI Output will not infringe third-party intellectual property rights.

J. DISCLAIMER

1. Kofile represents and warrants that: a) it has the requisite power, right and authority to enter into this Agreement; and b) it will comply with all laws applicable to Kofile in providing the Platform and its services; and c) will comply with its Data Protection obligations in Section J.

2. EXCEPT AS EXPRESSLY SET FORTH HEREIN, KLEIO IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND KOFILE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL



LEGAL REQUIREMENTS.

3. EXCEPT AS PROVIDED HEREIN, KOFILE MAKES NO WARRANTY THAT KLEIO WILL BE AVAILABLE ON UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, OR SAFE.

4. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO KLEIO, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU

K. Indemnification

1. Kofile will shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorney fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that Kleio, or any use of Kleio, in accordance with the Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies Kofile in writing of such Third-Party Claim, cooperates with Kofile, and allows Kofile sole authority to control the defense and settlement of such Third-Party Claim.

2. If a Third Party-Claim is made or appears possible, Customer agrees to permit Kofile, at Kofile's sole discretion, to (A) modify or replace Kleio, or component or part thereof, to make it non-infringing, or (B) secure the right for Customer to continue use. If Kofile determines that neither alternative is reasonably available, Kofile may terminate the Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer and provide Customer with a pro rata refund of any prepaid Fees for such terminated services.

3. This Section K will not apply to the extent that the alleged infringement arises from: (A) use of Kleio in combination with data, software, hardware, equipment, or technology not provided by Kofile or authorized by Kofile in writing; (B) modifications to Kleio not made by Kofile; (C) Customer Data; (D) AI Output; or (D) Third-Party Products.

4. This Section sets forth Customer's sole remedies and Kofile's sole liability and obligation for any actual, threatened, or alleged claims that the use of Kleio infringes, misappropriates, or otherwise violates any intellectual proprietary rights of any third party.

L. LIMITATION OF LIABILITY

1. EXCEPT FOR CUSTOMER'S VIOLATION OF SECTION B, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE LESSER OF FEES PAID OR PAYABLE BY CUSTOMER TO KOFILÉ IN THE MOST RECENT TWELVE (12) MONTHS FOR KLEIO.

2. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

M. Cloud Availability, Support, Maintenance, and Service Level Targets

1. Cloud Availability Level. Kofile will use commercially reasonable efforts to provide 99.99 Kleio Availability measured per calendar quarter (the "Reporting Period"). Kleio Availability is measured monthly by subtracting from 100% the total percentage of 5-minute periods during the Reporting Period for which there is no external connectivity and Kleio does not respond to data requests ("unavailability"), unless such unavailability results from an Exclusion.

Exclusions means Planned Maintenance (defined below), interruptions or delays in access to Kleio resulting from telecommunications or Internet service provider failures or any third party's acts, errors or omissions or any systems not provided by Kofile, including computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Kofile' possession or reasonable control, including Force Majeure events, and denial of service attacks against internet infrastructure providers ("**DDOS**").

Planned Maintenance means those times Kofile will require that business critical components of the system be taken offline for deployment of releases, latest security patches, or applying network/infrastructure changes for service improvement maintenance. Kofile will make all reasonable efforts to not perform any Planned Maintenance during Business Hours. Kofile will provide reasonable advance notice of any Planned Maintenance.

2. Customer Support. As part of your Subscription, we will provide Support for you as a Customer. Support resources are available via e-mail at Kleio.Support@Kofile.com from 8 AM to 5 PM Central Time, Monday through Friday, excluding holidays.

Support to you includes questions surrounding how to use Kleio. It also includes troubleshooting any issues you run into through bugs or product deficiencies. Support does not include consulting services such as achieving your end-to-end goals, modifying any configurations you selected during implementation, or high-level accomplishment needs (“Professional Services”). We will notify you prior to performing work on any request we consider a Professional Service as well as a proposed cost.

3. Maintenance. Kleio is a cloud-hosted solution where maintenance and improvements are being rolled out to Kleio as they are developed. While some of these improvements enhance your user experience and are noticeable changes to the Platform, others are performance related and work behind the scenes. Your Subscription includes access to these improvements as well as continued maintenance to Kleio.

4. Incident Response and Return to Operations. Kofile will use commercially reasonable efforts to meet or exceed the following Incident Response and Return to Operations timeframes.

Severity Level	Description	Response Target*	Resolution Target
Priority 0 (P0)	Total loss of system functionality. Significant loss or corruption of data or images.	Within 15 minutes	Within 1-4 hours
Priority 1 (P1)	Significant loss of functionality preventing business goals from being attained. Workaround not acceptable.	Within 2 business hours	Within 4 – 12 hours
Priority 2 (P2)	Anomalies in system function or administration that require assistance. Non-urgent product issue or question.	Within 8 business hours	Within 14-21 business days

Priority 3 (P3)	Minor, temporary, or infrequent issues that affect a limited number of users. Administration issues or questions that are not urgent.	Within 12 business hours	To be determined by the Product team based on level of effort and workload.
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The calculation of Response Target time periods commences once Kofile acknowledges receipt of a Support request during the Support Operation Team's normal business hours.

N. Force Majeure

Kofile is not responsible for situations or conditions which fall under force majeure, including but not limited to war, riot, uprising, strike, lock-out, fire, flooding, natural disasters, pandemics, monetary restrictions, import/export embargoes, interruption of electronic traffic, interruptions or breakdowns in energy or communication supplies, attacks of computer viruses, attacks by hackers and force majeure of subcontractors.

O. Notice

Kofile may give notice by means of a general notice in Kleio, electronic mail to your e-mail address on record for an administrator in Kofile' account information, or by written communication sent by first class mail or pre-paid post to your address on record in Kofile' account information. Such notice shall be deemed to have been given upon the expiration of four (4) business day after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email).

P. Modification to Terms

We reserve the right to revise these Terms of Use from time to time. We will date and post the most current version of these Terms on the Kofile website. Any changes will be effective upon posting the revised version of these Terms on Kleio (or such later effective date as may be indicated at the top of the revised Terms). Your continued access or use of any portion of Kleio constitutes your acceptance of such changes. In the event you believe a change to these TOU is materially adverse to you, you may request cancellation of your contract without penalty which Kofile will review. Kofile will determine in its sole discretion whether Customer may cancel its subscription without penalty.

Q. Assignment

This Agreement may not be assigned by you without the prior written approval of Kofile. Kofile may assign this Agreement without your consent to (i) an affiliated entity, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

R. General

The Agreement between us and you will be governed by the laws of the state of Customer's primary place of business without reference to the principles of conflict of laws. No joint venture, partnership, employment, or agency relationship exists between you and Kofile as a result of this Agreement or use of Kleio. The failure of Kofile or Customer to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed in writing. This Agreement is the complete and exclusive Agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of this Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. The parties are independent contractors and this Agreement does not establish a relationship of partnership, joint venture, employment, franchise, or agency between the parties. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: (D) Termination, (E) Payment Terms, (H) Confidentiality; (I) Intellectual Property; (K) Indemnification, (L) Limitation of Liability, and (R) General.

The Kofile logo features the word "Kofile" in a white, bold, sans-serif font. To the right of the text is a blue graphic element consisting of a stylized arrow or checkmark shape pointing upwards and to the right.

Kofile Headquarters

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