



End user License Agreement for Storro

January 2021

Storro BV
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The Netherlands

C.o.C. No.: 81562969

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Thank you for using Storro. Below is the End User License Agreement or EULA that shall apply to your subscription for Storro. It describes what we will provide to you as part of a subscription, the rules that apply to your use of Storro, what guarantees we offer and what happens if things go wrong. You accept the EULA by checking the box on the registration form labelled "*I have read, understood, and accept the Terms and Conditions*" and clicking the "*Register*" button that we present to you when you register for Storro upon first use. When you accept the EULA you will enter into an agreement with Storro B.V., Jean Monnetpark 35, 7336 BA, Apeldoorn, the Netherlands ("we", "us" or "our").

1. Definitions

A "realm administrator" is an end-user that has been assigned with admin rights for a specific (company) domain, or "realm". When we use "realm" below this identifies a top-level domain for which one or more subscriptions for Storro ("the application") have been activated. A "subscription" is an individual right to use the functionality of Storro for a specific period of time.

2. Scope

- A. During the term of a subscription we will enable you to use the functionality of Storro. If you are a realm administrator, you have the right to access and distribute the number of subscriptions that you have activated within Storro. Your access is at all times subject to full compliance by your users and yourself with this EULA and payment in full of all due subscription fees.
- B. If you are a realm administrator you agree you will be responsible for ensuring that each end-user on your account acts in accordance with this EULA.
- C. If you are not a realm administrator, you acknowledge that your subscription for Storro is managed by your realm administrator. Your realm administrator can delete your content as well as change, restrict or terminate your subscription for Storro.

3. Storro

- A. Storro is a desktop application for private collaboration and secure storage. The application's unique decentralized encrypted storage technology provides high-grade security of your files and other data ("The Data") in the cloud.
- B. Storro encrypts every file automatically, client side, so its contents are unreadable (Encrypted Content). The Encrypted Content is cut into tiny pieces and stored; by default in a datacentre in the Netherlands, but also manually made Available offline for a local copy that still synchronizes with the Cloud when online, or completely peer-to-peer without a copy in the cloud. As only you and the person(s) you authorise ("Collaborator(s)") have the keys to decrypt the information, unauthorized parties (e.g. Application providers, government agencies, hackers) are impeded in obtaining data that's complete or readable. Data transactions and user permissions are stored in a private blockchain, preventing escalation and manipulation.

4. Storro's use of strong encryption

- A. You acknowledge that by using Storro, the data uploaded and/or shared through the application are encrypted by client-side encryption before they leave your device ("Encrypted Content"). According to the best of Storro's knowledge and the current state of the art, Encrypted Content cannot be decrypted or inverted by Storro or any unauthorized third party.
- B. When you upload and/or share data through the Application, Encrypted Content can only be decrypted by you by accessing your account and by persons with whom Encrypted Content is specifically shared with ("Collaborator").
- C. You understand that Encrypted Content will be accessible by Collaborators to the extent the relevant Collaborators have been granted access. Your and Collaborators' rights are defined in

accordance with the "role" that defines whether you can modify, delete or reshare the Encrypted Content.

- D. Storro has no access to passwords or decryption keys and there is no way for Storro to recover passwords and/or decryption keys relating to your account. Storro is not liable if Encrypted Content cannot be decrypted due to password loss or loss of decryption keys. It is strongly recommended that you keep backups of any content on your own systems.

5. Acceptable use requirements

- A. As a condition to make use of the Application you agree not to upload or share any files that:
- feature child pornography;
 - are obscene, defamatory, libellous, slanderous, profane, indecent or unlawful;
 - promote racism, violence or hatred;
 - are factually inaccurate, false, misleading or deceptive;
 - you do not have the right to copy and/or transfer;
 - infringe, violate or misappropriate intellectual property rights, privacy rights, including data protection rights, and/or any other kind of rights;
 - infringe on or violate any applicable law or regulation;
 - constitute 'hate speech', whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group;
 - facilitate or promote gambling, or the sale or use of illicit drugs; and/or
 - otherwise violate applicable laws.
- B. You shall not misuse the Application. In particular, you agree not to:
- access or use the Application in a way intended to improperly avoid incurring fees, consuming unreasonable amount of storage or exceeding limitations of your subscription;
 - use any unauthorized means to modify, reroute, or gain access to the Application;
 - try to access the Application with unauthorized software;
 - damage, disable, overburden or impair the Application or any network connected to the Application;
 - use the Application, directly or indirectly, to offer any Application that competes with the Application;
 - participate in any activity which interferes or may interfere with the efficiency of the Application;
 - store or transmit any software or data containing any virus, malware, trojan, spyware or other software or program code that is malicious in nature;
 - transmit junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind and for any purpose.
- C. You may not, and may not attempt to, directly or indirectly:
- sell, resell or lease the Application or Software;
 - remove, obscure, or alter any notice of any of Storro trademarks, or other Intellectual Property appearing on or contained within the Application;
 - modify, copy, tamper with or otherwise create derivative works based on the Software or the Application;
 - analyse, reverse engineer, disassemble, or decompile the Software or the Application or apply any other process or procedure to derive the source code of any software of the Application, except for the scope in which such limitation is explicitly prohibited by law. For any release from these limitations the prior written express consent of Storro is required.

6. Your responsibilities and obligations

- A. You agree that you will use Storro in a responsible and diligent manner in accordance with the acceptable use requirements listed in article 5 of this EULA.
- B. You are responsible for securing your account access details in such a manner that they are reasonably protected against unauthorized use.
- C. You understand that Storro uses strong cryptography algorithms to protect The Data and as a user, you are fully and solely responsible and accountable for the content of The Data. By using the

Application, you guarantee that you have all required permissions for each file in The Data – including copyright and other intellectual property rights – to distribute, transfer, store and/or make available through the Application.

- D. You are responsible for compliance with the provisions of this agreement, including for any and all activities that occur under your administered user accounts. You are solely responsible for compliance with laws and regulations applicable to your use of the Application.
- E. You are responsible for maintaining the confidentiality of passwords and your account(s). You, and not Storro, are responsible for the internal management or administration of the Application.
- F. You understand and accept that if your password is lost, you cannot get access to your account. To prevent the loss of files, you will maintain, protect, update, secure and backup your computer and your files. You acknowledge that Storro is a cloud storage synchronisation and file sharing Application and that it does not provide Back-up services in the sense of an 'airgapped' (offline, disconnected), integrity checked, automated, periodic copy of all data. Due to its properties it can be applied to create a local copy of files, file structures, versions (snapshots) and user rights on an offsite system by making the applicable files and folders Available offline in the Storro application here. The scope of this local copy is determined by your discretion to ensure the system is online, synchronized with the other user's and PSP in the network, sufficient local storage space is available, as well as files and folders being made Available offline.
- G. The Application includes cryptographic software that may be subject to import or export controls or other restrictions under the laws of the country in which you intend to use the Application. It is your sole obligation and responsibility to check such limitations before using the Application and to comply with such restrictions and limitations. You shall not access or use the Application if you are located in any jurisdiction in which the provision of the Application is prohibited under the laws of The Netherlands, the European Union or other applicable laws or regulations (a "Prohibited Jurisdiction") and you shall not provide access to the Application to any government, entity or individual located in any Prohibited Jurisdiction. You represent and warrants that (i) you and your organization are not prohibited from receiving Dutch exports; (ii) you are not a national of, or a company registered in, any Prohibited Jurisdiction; (iii) you shall not permit users to access or use the Application in violation of any European Union or other applicable export embargoes, prohibitions or restrictions; and (iv) you shall comply with all applicable export laws regarding the transmission of technical data.
- H. Parts of encryption keys may be stored on your device (memory or persistent storage) and Storro may provide you a printable recovery encryption key. Even in cases where such encryption key is provided to you, Encrypted Content cannot be decrypted or inverted by Storro or any unauthorized third party. You are responsible for devices relating to your (Realm) subscription and any copy of printed or otherwise archived recovery keys. Storro cannot be held liable if your device is stolen or hacked and an unauthorized person gets access to Encrypted Data by accessing a locally stored copy, or by obtaining unprotected passwords or any encryption keys stored on the relevant device.
- I. You understand that certain functions of the Application require Internet connection. You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the Application.

7. Privacy and information security

- A. We will process personal data that is stored within Storro in accordance with our standard processing agreement. A signed copy of this agreement is provided on our website. If you are a data controller you can download and co-sign this document to meet your statutory personal data protection obligations. When you do so please send us a .pdf copy of the fully signed agreement.
- B. Any personal data stored in Storro will be subject to the applicable Storro B.V. terms and conditions, including the processing agreement template terms provided by Storro B.V. You agree that we shall not act as a controller or processor with respect to this personal data and that Storro B.V. shall not be liable for any damages incurred by your customer or by an end-user as a result of any processing of such data. This means for example that we shall not be liable for any transfers of personal data outside of the territory of the European Economic Area to the extent that this data is transferred and/or stored using Storro.

8. Limitation of liability

- A. Storro promises that it will try to operate the Application with reasonable care and skill and will use reasonable commercial efforts to promptly remedy any faults of which Storro is aware. However, Storro provides the Application "as is" and "as available", without express or implied warranty or condition of any kind and you shall use it at your own risk.
- B. Our total liability for any damages that you may incur as a result of your use of Storro or our violation of this EULA, is limited to a maximum per claim that is equal to the amount that our Business Liability Insurance pays out in this particular case, to a maximum of €1.000.000. If multiple claims relate to one single incident, these claims shall be regarded as one single claim for the purpose of determining our maximum liability.
- C. Outside of what our Business Liability Insurance covers in this particular case, we are not liable for any further indirect damages. Indirect damages include but are not limited to: consequential damages, loss of profit, loss of revenue, loss of savings and damages due to loss or corruption of (customer) data, encryption keys, documents and/or devices.
- D. We exclude all liability for damages related to corruption and loss of documents stored in Storro unless the circumstances that have caused these damages are directly attributable to us, in which case the limitation of liability in article 8A and 8B will apply.
- E. Storro will not be liable to you or to any other third party for failure to perform or any delay in the performance of the Application due to a *force majeure*; specifically fire, flood, war, riot, strike, explosion, lock out, injunction, natural disaster, epidemic, interruption of transportation, acts of war, terrorism, labour disputes, acts of civil or military authority, power blackouts, computer viruses, or any other event beyond Storro's reasonable control.
- F. You agree that to the extent we are liable for damages as described in this article 8 such liability can only be invoked by the realm administrator and not by regular end-users.

9. Term, termination and exit

- A. This EULA applies for the term of your subscription(s) for Storro.
- B. You represent and warrant that: (i) you are of legal age (eighteen years of age or older or otherwise of legal age in your resident jurisdiction) and competent to agree to this Agreement and (ii) you have validly entered into this agreement and have the legal power to do so.
- C. We can terminate this EULA by sending you an e-mail letter and suspend your subscription immediately if one of the following situations applies:
 - you fail to timely pay any amount owed to Storro;
 - in case you violation any provision of this EULA;
 - Storro has reason to believe you are in breach of any applicable law or regulation;
 - Storro is requested or directed to do so by any competent court of law, government authority, public agency, or law enforcement agency.
- D. If your usage of Storro exceeds the storage quota relating to you (company) account(s), Storro will notify you about overuse. If, within 21 days from the delivery of such notice, you don't remedy your overuse (e.g. by way of upgrading your subscription or by deleting files), Storro may choose to (i) upgrade your subscription to match your storage quota; or (ii) in its sole discretion and without further notice, suspend or terminate your subscription, and/or delete some or all of your data.
- E. After the date of expiration of the term of the subscription we will be entitled to delete all data that we have stored in relation to your subscription.