



PRODUCT USE RIGHTS DOCUMENT FOR MERGE1

This Product Use Rights Document (“Document”) contains additional terms and conditions (the “Product Use Rights”) for the Licensed Software licensed under the Arctera Software License Agreement (“License Agreement”) between You as the individual, the company, or the legal entity that will be utilizing the Licensed Software (referenced below as “You” or “Your”) and Arctera US LLC. Capitalized terms used in this Document but not defined herein will have the meaning given in the License Agreement. To the extent there is a conflict between the terms and conditions of the License Agreement and this Document, the terms and conditions of this Document will take precedence.

BY DOWNLOADING, INSTALLING OR USING THE LICENSED SOFTWARE, YOU AGREE TO COMPLY WITH THE PRODUCT USE RIGHTS IN THIS DOCUMENT, IN ADDITION TO THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE PRODUCT USE RIGHTS APPLICABLE TO THE LICENSED SOFTWARE, DO NOT DOWNLOAD, INSTALL OR USE THE LICENSED SOFTWARE.

For purposes of this Document, the Licensed Software is: **MERGE1**

1. ADDITIONAL DEFINITIONS

“**Cloud Service Provider**” means the third party entity, for example, but not limited to Amazon Web Services, Microsoft Azure, Google Cloud Platform, into whose hosted cloud environment where you may use the Licensed Software.

“**Cloud Service Provider Environment**” means the cloud computing environment maintained by the Cloud Service Provider or its subcontractors.

“**Connector**” means a specific product offering that allows Licensed Software to read and retrieve data from a specified or identified third party technology.

“**Eligible Connector**” means a Merge1 Connector identified as an Eligible Connector at www.Arctera.io. Arctera may update the list of Eligible Connectors at its sole discretion at any time.

“**Merge1 Connector Suite**” means a license to all Eligible Connectors for the number of Users and according to the Use Level limitations specified in the License Instrument for the license You have acquired from Arctera.

“**Pages**” means the number of webpages authorized to be read and retrieved through the Licensed Software.

“**Server**” means a standalone system or an individual computer on which a copy of the Licensed Software may be installed.

“**User**” means an individual person and/or device who is authorized by the licensee to use and/or benefit from the use of the Licensed Software, or is the person and/or device who actually uses any portion of the Licensed Software.

2. ADDITIONAL USE RIGHTS AND LIMITATIONS.

2.1. **Use Levels.** For all Licensed Software, You may use the Licensed Software according to the Use Level limitations specified in the License Instrument for the licenses that You have purchased.

2.2. **Subscription.** The Licensed Software may be licensed to You for a non-perpetual term, e.g. a subscription or term license. If the Licensed Software is licensed by You on such non-perpetual basis (as indicated on the applicable License Instrument), then Your license to use the Licensed Software shall terminate at the end of the applicable license term or period.

2.3. **License Instrument.** Your License Instrument shall constitute proof of Your right to make and use such copies. You may not use the Licensed Software in excess of the applicable Use Levels unless You purchase the additional requisite number of licenses for such use. If You received the Licensed Software distributed on media containing multiple Arctera products, You may not use any Arctera software on the media for which You have not received permission in an applicable License Instrument.

2.4. **Merge1 Connector Suite.** A per User license to Merge1 Connector Suite provides each User with the right to use any and all Eligible Connectors, subject to the Use Level limitations specified in the applicable License Instrument. Accordingly, each User may use as many Eligible Connectors as required on a concurrent basis under such a Merge1 Connector Suite license.

2.5. **YouTube™ Connector.** The YouTube Connector makes use of YouTube’s API services, and by using the YouTube Connector, You agree that Your use is governed by the following supplemental terms:



- 2.5.1. The YouTube's terms of service available at <https://www.youtube.com/t/terms>
- 2.5.2. The Google™ Privacy Policy at <http://www.google.com/policies/privacy>
- 2.5.3. The YouTube Connector accesses and collects YouTube Comments for Your use within Your Merge1 repository. "YouTube Comments" mean the following types of comments made on the YouTube platform, in addition to the username and SMTP addresses from which such comments were made:
 - 2.5.3.1. Comments and replies of YouTube channel discussions
 - 2.5.3.2. Comments and replies made to videos on channel playlists
 - 2.5.3.3. Comments and replies made to Your uploaded videos
 - 2.5.3.4. The last version of edits made to any of these above comments or replies
- 2.5.4. Your YouTube credentials are encrypted and cached within the YouTube Connector for periodic access, collection, and storing of the YouTube Comments within Your Merge1 repository. In addition to removing these credentials at any time within the YouTube Connector itself, Users can also revoke access via the Google security settings page at <https://security.google.com/settings/security/permissions>
- 2.5.5. YouTube may use quotas and place use restrictions on access and use of the YouTube Connector in its sole discretion and outside of Arctera's control for purposes such as the following, without limitation: to prevent reductions of service quality or to prevent access limitation for others. YOU ACKNOWLEDGE AND AGREE YOUTUBE MAY INVOKE ANY QUOTAS OR USE RESTRICTIONS AT ANY TIME, AND SUCH RESTRICTIONS MAY RESTRICT OR PREVENT YOUR USE OF THE YOUTUBE CONNECTOR. ARCTERA SHALL NOT BE RESPONSIBLE FOR ANY OUTAGES, DATA LOSS, TECHNICAL PROBLEMS, OR OTHER ERRORS CAUSED DIRECTLY OR INDIRECTLY AS A RESULT.
- 2.5.6. YouTube reserves the right to survey Users of the YouTube Connector for quality control purposes.

- 3. DATA PROTECTION.** In connection with Your use of the Licensed Software, Arctera and Arctera's licensors, subcontractors, or agents on Arctera's behalf may collect, retain, disclose and use certain information including but not limited to personal data about You, Your devices or systems or Your software usage ("Collected Data"). Arctera use(s) such Collected Data to enable, optimize, and provide the Licensed Software and/or maintenance/support to You (and may engage third parties to do so as well) and to improve Arctera's products and services.
- Please refer to Arctera's Product Privacy Notices at <https://www.Arctera.io/privacy> in order to understand how Collected Data is processed.

Please note that the use of the Licensed Software may be subject to data protection laws or regulations in certain jurisdictions ("Privacy Laws"). You are responsible for ensuring that Your use of the Licensed Software, the processing and transfer of such Collected Data is in accordance with such Privacy Laws.

You acknowledge that the Collected Data will be processed and accessible on a global basis by Arctera, its Affiliates agents and subcontractors. Arctera shall take appropriate technical and organizational measures against unauthorized or unlawful processing of that personal data and against accidental loss or destruction of, or damage. Arctera may disclose the Collected Data as required or permitted by law or in response to a subpoena or other legal process.

You acknowledge Arctera will process such personal data in accordance with the Data Processing Addendum at <https://www.Arctera.io/privacy> (as amended from time to time).

- 4. USAGE IN A CLOUD SERVICE PROVIDER ENVIRONMENT.** You may use the Licensed Software in the Cloud Service Provider Environment(s) for which Arctera has pre-configured Licensed Software to run in. Your use of the Licensed Software in Cloud Service Provider Environment(s) accumulates with Your use of the Licensed Software outside of Cloud Service Provider Environment(s) and such combined usage shall cumulatively be in compliance with the Use Levels limitations specified in the License Instrument for the licenses which You have purchased. You will procure Cloud Service Provider's cooperation with Arctera's exercise of its right to audit and verify Your compliance under the License Agreement, including Your use in conformity with the Use Levels purchased, but if You are unable to procure such cooperation then You will, upon Arctera's written request, provide or require Cloud Service Provider to provide, copies of Cloud Service Provider's written usage reports relating to Your use of the Licensed Software in the Cloud Service Provider Environment. Subject to any requirements between the Cloud Service Provider and Arctera, Arctera will use such information for its internal business purposes.



- 4.1 **TERMINATION OF SUPPORT IN CLOUD SERVICE PROVIDER ENVIRONMENT.** If Cloud Service Provider or Arctera terminates its support for the Licensed Software in the Cloud Service Provider Environment, including therefore Your access and use of the Licensed Software under such environment, such termination does not affect Your separate continuing license rights and obligations under the License Agreement and License Instrument.
- 4.2 **USE OF SOFTWARE LICENSED BY MICROSOFT CORPORATION.** If You are deploying Licensed Software in Microsoft Azure, the following may apply. The Licensed Software may include the following Microsoft software products: Windows Server®, SQL Server®, or Microsoft Dynamics NAV® (“Microsoft Software Products”), which are provided and licensed by Microsoft Corporation, not Arctera. Your use of the Microsoft Software Products, including updates thereto, shall be governed by Microsoft’s license terms.
- 4.3 **USE OF SOFTWARE LICENSED BY AMAZON WEB SERVICES, INC.** If You are deploying Licensed Software in Amazon Web Services, the following may apply. The Licensed Software may include components of Amazon EC2 AMI Tools, which is provided and licensed by Amazon Web Services, Inc., not Arctera. Your use of the Amazon EC2 AMI Tools component, including updates thereto, is subject to the terms of the Amazon Web Services, Inc. “Amazon Software License” at: <https://aws.amazon.com/asl/>.