

**APPENDIX G TO DIR CONTRACT NO. DIR-TSO-3407
NASUNI DATA STORAGE SERVICES
TERMS OF SERVICE AND END USER LICENSE AGREEMENT**

DIR CONTRACT NO. DIR-TSO-3407, THIS TERMS OF SERVICE AND END USER LICENSE AGREEMENT (“TERMS OF SERVICE/EULA”), TOGETHER WITH THE NASUNI PRIVACY POLICY (EXHIBIT 1), THE APPLICABLE PURCHASE ORDER (AS DEFINED BELOW), AND, IF APPLICABLE, THE NASUNI SERVICE LEVEL AGREEMENT (EXHIBIT 2), CONSTITUTES A BINDING AGREEMENT (“AGREEMENT”) BETWEEN NASUNI CORPORATION (“NASUNI”) AND YOU OR THE LEGAL ENTITY YOU REPRESENT (COLLECTIVELY, “YOU”). BY AGREEING TO A PURCHASE ORDER (AS DEFINED BELOW) YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS OF DIR CONTRACT NO. DIR-TSO-3407 AND THIS AGREEMENT.

IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF DIR Contract No. DIR-TSO-3407 AND THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE SERVICE AND YOU MUST IMMEDIATELY UNINSTALL THE SOFTWARE.

DIR CONTRACT NO. DIR-TSO-3407 AND THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS OF YOUR USE OF ALL NASUNI DATA STORAGE SERVICES, INCLUDING THE ACCOMPANYING NASUNI SOFTWARE AND ANY NASUNI MOBILE APPLICATIONS (“SOFTWARE”) AND THE RELATED USER MANUALS AND OTHER DOCUMENTATION (“DOCUMENTATION”). IF ANY TERM OR CONDITION IS FOUND TO BE IN CONFLICT WITH DIR CONTRACT NO. DIR-TSO-3407 IT SHALL BE DEEMED NULL AND VOID. THE TERM “SERVICE” MEANS ALL NASUNI DATA STORAGE SERVICES TOGETHER WITH THE SOFTWARE AND DOCUMENTATION.

THE TERMS OF THE PURCHASE ORDER APPLICABLE TO THE SERVICE EXECUTED BY YOU AND NASUNI OR BY YOU AND AN AUTHORIZED NASUNI RESELLER (“RESELLER”) AND APPROVED BY NASUNI (EACH “PURCHASE ORDER”) SHALL APPLY TO YOUR USE OF THE SERVICE. THE TERMS OF ANY AGREEMENT BETWEEN YOU AND A RESELLER OTHER THAN A PURCHASE ORDER BETWEEN YOU AND A RESELLER THAT HAS BEEN APPROVED BY NASUNI SHALL NOT BIND NASUNI OR MODIFY OR OTHERWISE AFFECT ANY RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.

Updated September 2014

1. License.

(a) Grant. Subject to the terms and conditions of DIR Contract No. DIR-TSO-3407 and the Agreement, Nasuni grants to you a non-exclusive, non-transferable license during the Term (as defined in Section 9), without the right to sublicense, to (i) use the computer-executable object code of the Software installed on the Appliance Product solely for your own internal needs; and (ii) use the Documentation in connection therewith.

(b) Ownership. You acknowledge that (i) all right, title and interest in and to the Service, including the Software and Documentation therein, and all patents, copyrights, trade secrets, trademarks and other proprietary rights embodied therein or associated therewith, are and shall remain with Nasuni or its third party licensors; (ii) no right or interest in the Service is conveyed other than the limited licenses granted herein; (iii) the Service is protected by the copyright and other intellectual property laws; and (iv) Nasuni asserts that the Service embodies valuable confidential and secret information of Nasuni, the development of which required the expenditure of considerable time and money.

(c) Copying. You may, at your own expense, make a reasonable number of copies of the Software and Documentation for archival and back-up purposes only; provided that you include on each such copy all copyright or other proprietary notices contained on such Software and Documentation.

(d) No Modification. You agree that you shall not (i) modify or alter the Software; (ii) create derivative works of the Software; (iii) decompile, disassemble, decode or reverse engineer the Software, translate the Software or otherwise attempt to learn the source code, structure, algorithms or internal ideas underlying the Software or reduce the Software by any other means to a human-perceivable form; or (iv) bypass, delete or disable any copy protection mechanisms or any security mechanisms.

(e) Certain Other Obligations. You agree that you (i) shall not sell, transfer, lend, provide or otherwise make available, or disclose to third parties, the Service or any components thereof; (ii) shall not alter or remove any copyright or other proprietary notices contained in the Service or any components thereof; and (iii) shall take all reasonable precautions to prevent unauthorized or improper use of the Service.

(f) Components. You shall not use any component contained in or provided with the Service separately from your use of the Service.

(g) Additional Restrictions Applicable to Trial Periods. If you have a trial agreement, your right to use the Service shall terminate on the expiration date communicated to you by Nasuni or the applicable Reseller, which period will in no event exceed sixty (60) days. Your use of the Software under a trial agreement may also be subject to such capacity limitations as Nasuni may impose.

2. Use of the Service.

(a) Acknowledgements. You acknowledge that (i) Nasuni provides data storage services and that (ii) Nasuni has no knowledge of and takes no responsibility for the content of the information that you store in the Service. You agree that it is your responsibility to ensure that the information you store in the Service is not in violation of any laws.

(b) Communications. You are responsible for obtaining and maintaining all of the appliances, mobile devices, hardware, software and services that you may need to access and use the Service. Without limiting the foregoing, you must obtain and maintain, and pay all charges, taxes and other costs and fees related to, Internet access, telephone, computer, and other equipment, and any communications, data-plan or other charges incurred by you to access and use the Service.

(c) Passwords. You are responsible for protecting and safeguarding any keys, certificates, passwords, access codes, user ID's or other credentials and login information (collectively, "Passwords") that have been provided to you or that are generated in connection with your use of the Service. You will not disclose or make available any Passwords other than to your authorized employees and shall use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Passwords or the Service. Without limiting the generality of Section 5, and except as expressly provided in the Service Level Agreement, Nasuni will have no liability to you for any unauthorized access to, or use, alteration, corruption, deletion, destruction or loss of any of your Content that results from any third party's access to or use of Passwords in your possession.

(d) Nasuni-supplied Hardware. If you select a Service that requires a rented Nasuni hardware appliance ("Hardware") to be installed on-site at your facility, at all times the Hardware shall remain the property (either owned or leased) of Nasuni. You may use the Hardware only in connection with your receipt and use of the Service. Nasuni provided Hardware shall be refreshed by Nasuni no less frequently than once every five (5) years. Nasuni will repair and maintain the Hardware owned by Nasuni at Nasuni's expense, unless such repair or maintenance is made necessary due to misuse, abuse or intentional damage to the Hardware. You shall not permit anyone other than Nasuni employees or designated employees or representatives service the Hardware. You further agree not to tamper with or otherwise harm the Hardware. Nasuni reserves the right to replace the Hardware at any time for maintenance or other service-related purposes. You shall be responsible for making Hardware available to Nasuni in good working condition upon termination of the Service, subject only to reasonable wear and tear. Charges shall be applied by Nasuni for lost, stolen or damaged Hardware based upon the replacement cost of the Hardware. You agree to take reasonable steps to provide Nasuni or its designees with access to the Hardware.

(e) Content. You are responsible for ensuring that you have sufficient rights in all programs, data, information and other content transmitted via the Software to the Service (the "Content") and have the full authority to transmit and store the Content on the Service via the Software. You hereby authorize the storage on the Service of such Content as you elect to transmit via the Software. Nasuni has no ownership rights in content transmitted to and stored on the Service. You acknowledge that you bear sole responsibility for adequate security, protection and backup of your Content on your equipment. You understand that the Service is capable of storing and backing up files that are no longer usable due to prior corruption from viruses, software malfunctions and other causes. Any such files stored or backed up on the Service will be restored in the same condition as they were upon transmission to the Service and therefore may not be usable due to corruption prior to transmission.

(f) Encryption. The contents of your data files are encrypted before they are transmitted from your premises to the applicable Cloud Provider. If you elect to maintain your own encryption keys, Nasuni has no ability to decrypt your data files. If you elect to have Nasuni maintain a copy of your encryption keys, Nasuni can decrypt your data files upon your request or if Nasuni determines that it must do so to comply with a subpoena, warrant, or order of a court or governmental agency.

(g) Suspension, Limitation or Termination. Nasuni shall be entitled, without liability to you, to suspend, limit or terminate your access to the Service at any time in the event (i) that the Service is being used in violation of applicable federal, state or local law or ordinance (ii) that Nasuni is

prohibited by an order of a court or other governmental agency from providing the Service; (iii) of a denial of service attack or any other event which Nasuni reasonably determines may create a risk to the Service or to any other customers if the Service were not suspended; or (iv) of a security incident or other disaster that impacts the Service or the security of your Content or any other data stored with such Service. In the event of any such suspension, limitation or termination of access, Nasuni shall immediately notify you of the reason for such suspension limitation, or termination of access. Nasuni shall promptly take all reasonable measures to correct any conditions within its control that cause or contribute to the need for such suspension or limitation, and any such suspension or limitation shall last only for so long as the condition justifying it continues to exist. In addition, Nasuni shall have the right to deny or suspend access to the Software or Service in the event Nasuni is not paid any undisputed amount due in connection with the Service or you breach the Agreement provided, however, that Nasuni has (i) notified you of the payment default or other breach, and (ii) you have not cured or disputed such payment default or other breach within thirty (30) days after such notice. Without limiting the generality of Section 5, Nasuni shall have no liability for any damages, liabilities or losses as a result of any rightful suspension, limitation or termination of your right to use the Service that is implemented in accordance with the provisions of this Section. Nasuni shall notify you in the event of a breach of this Agreement and Nasuni shall not suspend access to the Service with less than thirty (30) days written notice.

(h) Prohibited Activities. You may not use the Service (i) in violation of this Agreement, including usage that exceeds storage volume limits or other parameters and restrictions described on the applicable Purchase Order, or usage that results in cloud storage volume being greater than 125% of the storage volume limit described on the applicable Purchase Order, without prompt payment for the excess usage upon notice by Nasuni; or (ii) to intentionally introduce or propagate any unauthorized data, malware, viruses, worms, Trojan horses, spyware, worms, other malicious or harmful code. You may not interfere with or attempt to interfere with or disrupt the integrity, security, functionality or proper working of the Service. Except as provided elsewhere in this Agreement, you may not attempt to discover or use any license keys, access codes or similar information provided from time to time to Nasuni by Cloud Providers. You may not attempt to discover, access, read, alter, destroy, or damage any programs, data or other information stored on the Service by any other party. You may access the Service only through the interfaces and protocols provided or authorized by Nasuni. You may not access the Software or Service through unauthorized means, such as unlicensed software clients.

(i) Representations. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

(j) Changes to the Service. Nasuni has the right to change, modify, update, add to, discontinue or retire the Service and any aspect or feature thereof, including but not limited to, the Cloud Providers, hours of availability, equipment needed for access or use, and the type of files that can be stored. Nasuni will provide at least thirty (30) business days’ advance written notice to you of any material change to the Software or Service and you may elect to terminate this Agreement due to such material change. If you terminate due to such change, then notwithstanding any other provision of the Agreement, within thirty (30) days after such termination Nasuni shall refund to

you the pro rata portion of any amount paid in advance for the then-current term, for the period from the date of termination to the originally scheduled end of term.

3. Personal Data. You acknowledge that the Service may be used to process information that may be regulated by privacy or data protection laws. As used herein, the term “Personal Data” means any data or information that is identifiable to specific individuals. Any individual’s request for access to or correction of their Personal Data received by Nasuni shall be forwarded directly to you.

4. Limited Warranty.

(a) Software. Nasuni warrants solely to you that the Software, when used in accordance with the terms of this Agreement, will function substantially in accordance with the Documentation. Nasuni further warrants that it uses commercially reasonable efforts to ensure that the Software does not have any viruses, Trojan horses, or time bombs. Nasuni’s sole obligation and your exclusive remedy hereunder with respect to any failure to so function shall be to use reasonable efforts to correct any such failure, or, at your election, termination of the Service and return of the amount paid for it. Nasuni shall have no obligation for any failure resulting from (i) the use or combination of Software with any other software or hardware not supported by Nasuni; (ii) causes external to the Software, such as problems with the hardware, network or other infrastructure with which the Software is used; (iii) unauthorized or improper use of the Software; or (iv) any modification of the Software by anyone other than Nasuni.

(b) Service. Nasuni warrants to you that the Service will be available and will operate in accordance with the Nasuni Data Storage Services Service Level Agreement, which is incorporated by reference. Nasuni makes no other warranty whatsoever with respect to the Service.

(c) Disclaimer. NASUNI HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT OR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Without limiting the generality of the foregoing, Nasuni does not warrant that the Software or Service will meet your requirements or operate without interruption or be error free.

5. Limitation of Liability.

LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10K OF DIR CONTRACT NO. DIR-TSO-3407.

6. Intellectual Property Infringement.

Any indemnification shall be handled in accordance with Appendix A, Section 10B of DIR Contract No. DIR-TSO-3407.

7. Indemnification. Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-3407.

8. Term and Termination.

(a) Term. Subject to Nasuni's receipt of all applicable and undisputed fees, and unless otherwise terminated in accordance with this Section 9, this Agreement shall commence upon your acceptance of the Agreement and shall continue in effect for a twelve-month period. There shall be three (3) one (1) year renewal options exercised by Customer providing Vendor thirty-day written notice prior to the then-expiration date.

(b) Terminations. Terminations shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3407.

(c) Consequences of Termination. Upon termination of this Agreement for any reason, Customer shall cease to use the Software and Documentation, but subject to record retention laws and policies, shall return to Nasuni or destroy all copies of the Software and Documentation, shall erase all copies which are stored in computer memory or hard disk or other similar forms or media, and shall, within thirty (30) days of such termination, furnish written notice to Nasuni that all such copies have been returned or destroyed. In the event of termination of this Agreement because Nasuni has ceased operations or has discontinued offering the Service, the following shall occur: (i) license granted to Customer under Section 1 shall become a fully paid up, irrevocable, non-exclusive, non-transferable, license and Nasuni shall cause instructions to be delivered to Customer's Filer(s) that will enable such Software to continue to run without having to periodically connect to Nasuni's servers, and (ii) Nasuni will provide Customer, in a secure form, with account credentials for Nasuni's Cloud Provider account(s) for the Customer, and agrees that in the event that Nasuni can no longer provide the Service, Customer can assume ownership of their Cloud Provider accounts. These credentials will include sufficient privileges to allow Customer to change the billing arrangements so that Customer could continue paying Cloud Provider to maintain access to Customer's Content via the Filer, in such event.

(d) Content Preservation, Retrieval or Transfer. In the event of a temporary suspension of your access to Services, (i) Nasuni will not take any action to intentionally erase or delete your Content stored on the Service; and (ii) applicable fees will continue to accrue only if the suspension is due to Customer's wrongful act or omission. In the event of the termination of this Agreement you may, upon reasonable notice to Nasuni, elect to retrieve your Content directly. If this Agreement is terminated for any reason other than your breach, Nasuni will not take any action to intentionally erase or delete your Content stored on the Service for a period of thirty (30) days. If this Agreement is terminated on account of your breach of this Agreement, Nasuni will not take any action to intentionally erase or delete your Content stored on the Service for a period of fifteen (15) days. In each case, your post-termination retrieval or transfer of Content will be conditioned on Nasuni's receipt of all applicable fees for the period following termination, payment in full of any other amounts owed, and your compliance with such reasonable terms and conditions as Nasuni may establish with respect to such retrieval or transfer. In addition, if you utilize the technical services of Nasuni to assist you in connection with such retrieval or transfer, you will be responsible for Nasuni's then current charges for such technical services. In the event that Nasuni does not receive all such fees and amounts within the thirty (30) day or fifteen (15) day periods described above, or in the event that you fail to notify Nasuni of your election with respect to your Content within such period, Nasuni shall have no obligation to continue to store your Content or permit you to retrieve or transfer the same.

(e) Survival. The following shall survive the termination of this Agreement: (i) all liabilities accrued under this Agreement prior to the effective date of termination; and (ii) all provisions of Sections 1(b), 4, 5, 7, 8, 9, and 10 of this Agreement. Subject to the provisions of Section 5 hereof, the rights provided in this Section 8 shall be in addition to any and all rights and remedies available to a non-defaulting party at law or in equity upon any breach of this Agreement by the other party.

9. Mobile Application Terms.

Subject to the terms of DIR Contract No. DIR-TSO-3407 and this Agreement, Nasuni grants you a non-transferable, non-exclusive license to download, install and use one copy of the Nasuni mobile application made available by Nasuni as part of the Software (“Mobile Software”) in object code form only on a mobile device that you own or control.

The following terms and conditions apply to you only with respect to Mobile Software from the Apple App Store. To the extent the other terms and conditions of this Agreement are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to Mobile Software from the Apple App Store. You acknowledge and agree that this Agreement is solely between you and Nasuni, not Apple Inc. or its affiliates (“Apple”), and that Apple has no responsibility for the Mobile Software or content thereof. Your use of the Mobile Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile Software. In the event of any failure of the Mobile Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the Mobile Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement. You and Nasuni acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Mobile Software or your possession and/or use of the Mobile Software, including: (i) product liability claims; (ii) any claim that the Mobile Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and Nasuni acknowledge that, in the event of any third party claim that the Mobile Software or your possession and use of that Mobile Software infringes that third party’s intellectual property rights, Nasuni, not Apple, will be solely responsible for any such intellectual property infringement claim to the extent required by this Agreement. You must comply with applicable third party terms of agreement when using the Mobile Software. You and Nasuni acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms of Service as they relate to your license of the Mobile Software, and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you with respect to the Mobile Software as a third party beneficiary thereof.

10. Miscellaneous.

(a) Entire Agreement. DIR Contract No. DIR-TSO-3407 and this Agreement sets forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all

prior understandings and communications relating thereto. In the event of a conflict between the any of the stated documents the DIR Contract No. DIR-TSO-3407 shall prevail.

(b) Modification; Waiver. Nasuni shall have the right to amend the terms and conditions of this Agreement at any time, effective upon posting of an updated version of this Agreement at www.nasuni.com and notice to you. Nasuni shall use its best efforts to provide you with notice of changes to this Agreement. If any term or conditions are found to be in conflict with DIR-TSO-3407, it shall be deemed null and void. Continued use of the Software or Service after notice of any such changes are received and posted shall constitute your consent to such changes. The waiver by either party of a breach of any provision hereof shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of such party to avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Texas. The parties expressly reject any application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods. All disputes, actions, claims or causes of action arising out of this Agreement or the Software or Service shall be subject to the exclusive jurisdiction of the state courts located in Travis County, Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

(d) Force Majeure. Force Majeure shall be handled in accordance with Appendix A, Section 11C of DIR Contract No. DIR-TSO-3407.

(e) Successors and Assigns. Assignments shall be handled in accordance with Appendix A, Section 4D 8E of DIR Contract No. DIR-TSO-3407.

(f) Severability. In the event that any provision contained herein shall for any reason be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, to such extent such provision shall be deemed null and void and severed from this Agreement, and the remainder hereof shall remain in full force and effect.

(g) Notices. Notices shall be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-3407.

(h) Compliance with Laws. You agree to comply at all times with all laws, rules and regulations applicable to your use of the Service.

(i) Headings. The headings of the sections of this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

(j) Insurance. Insurance shall be handled in accordance with Appendix A, Section 10N of DIR Contract No. DIR-TSO-3407.

NASUNI CORPORATION

CUSTOMER ("YOU")

By:

By:

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT 1

Nasuni Privacy Policy

DIR Contract No. DIR-TSO-3407, its Appendices and this Privacy Policy applies to Nasuni Corporation's ("Nasuni") collection and use of personally identifying information ("Personal Information") that we may gather when you visit our websites, purchase, license, or use Nasuni products or services, or contact us. By using Nasuni products or services or visiting our websites, you expressly consent to the collection, processing, and use of your Personal Information according to this Privacy Policy.

Our Terms of Service and License Agreement addresses how we handle, encrypt, and protect the Data you choose to store on our Service ("Data"), as well as other matters. All provisions of the Terms of Service and License Agreement are incorporated into this document by reference. Nasuni may amend the terms of this Privacy Policy in accordance with the Terms of Service and License Agreement.

Updated July 13, 2011

Definitions

All of the terms used in this Privacy Policy have the same meanings as specified in the Terms of Service and License Agreement.

Why Nasuni Collects Personal Information

Nasuni collects your Personal Information at a variety of points, including when you place an order, download a new product or update, register a license, request services, store Data, confer with one of our customer support technicians, or take part in other activities on our Website. During these interactions we will collect Personal Information relevant to your transaction with Nasuni, such as your name, title, mailing address, phone number, e-mail address, employment information, credit card, banking or billing information, along with information about the Nasuni products or services you license, such as the activation code, date of purchase, and information relating to a support issue. Nasuni will use your Personal Information to send you messages through SMS/Text messaging, email, etc. concerning Nasuni products or services. Please be aware that if you choose not to provide us with your Personal Information, we may not be able to, or may choose not to, make Nasuni products or services available to you.

Cookies and Other Technologies

Nasuni uses "cookies" and other technologies to collect data that enable us to better understand and improve the usability, performance and effectiveness of our Website. Cookies are files sent to your browser and stored on your computer. If you do not want Nasuni to send cookies to your browser, you can set your browser options to reject cookies or to notify you when a Website tries to put a cookie into your browser software. Rejecting cookies may affect your ability to use some features of Nasuni Products or Services.

Nasuni gathers general information about visits to our websites, the files you copy to the Nasuni Filer, the configuration of your Filer and your computer's interaction with Nasuni, and stores this information in log files. Nasuni uses this information to understand traffic and downloads on our websites as well as product usage patterns, enabling us to improve the site and product, provide the best experience possible, and improve our ability to serve our customers.

To install Nasuni Products or Services on your computer, you must be an "Authorized Administrator" with respect to your IT systems. By installing Nasuni Products or Services on your computer, you grant Nasuni the right to copy any and/or all of the files on the Nasuni Filer regardless of who might be the creator, originator, editor, or otherwise the owner of those files. You assume sole responsibility for Nasuni receiving access to and managing those files.

Sharing Your Personal Information

Nasuni will not provide unaffiliated third parties with access to your email address or other contact information. Nasuni or the Nasuni Affiliates may, from time to time, share with you information about other products and services that we think you may find to be of interest. If you wish to change the types of communications you receive from us, you may do so by modifying your profile at www.nasuni.com, by emailing your request to us at privacy@nasuni.com, or by clicking on an appropriate link in any Nasuni email communication to you. Nasuni may disclose your Personal Information to third parties if we believe that such action is necessary to (1) comply with a law, regulation, or governmental or judicial warrant, rule, or order; (2) protect and defend the rights or property of Nasuni; (3) enforce the Terms of Service and License Agreement or this Privacy Policy. Nasuni may also provide access to your Data to government authorities if Nasuni suspects or believes that the Data contains child pornography or other prohibited data, or that the Data or the Nasuni products or services are being used for illegal purposes. Nasuni will provide access to your Data to your surviving spouse and/or your executor upon presentation of a death certificate and identification which Nasuni reasonably believes to be valid and sufficient, or in response to a court order, warrant, subpoena or other judicial or administrative legal process.

How We Communicate with You

Nasuni may, from time to time, send you emails, or other communications containing the following types of information: notifications of detected problems with the Service; notifications concerning the expiration, renewal and status of your account; activity status reports; Service and Software upgrade notices; notices concerning new or related products or services from Nasuni or other providers, enhancements, and price changes, notifications regarding suspected unlawful or inappropriate use, and requests for feedback on your Nasuni products and services.

Security for Your Personal Information

Nasuni has security measures in place to protect against the loss, misuse, and alteration of your Personal Information in our customer database. Personal Information provided to Nasuni is stored in secure facilities with access restricted to authorized personnel only. Although we make good faith efforts to store the Personal Information we collect in a secure operating environment that is not accessible to unauthorized users, we cannot guarantee complete security.

If Nasuni accepts credit card payments with respect to any Service, such payments may be processed through a payment gateway that operates under its own privacy policy. The credit card information related to such payments is sent to Nasuni using secure socket layer encryption (an industry-standard method for protecting data as it travels over the Internet) or a similar encryption technology (“Transmission Encryption”).

Nasuni encrypts the files that we process before they leave your Nasuni Filer. Nasuni also uses Transmission Encryption technology to send your files to our storage service providers. Your encrypted files transmitted to our providers’ servers are stored in facilities with access restricted to authorized personnel only. Nasuni encrypts all Data and metadata including file names and file type information.

How You Can Access or Correct Your Personal Information

You can access selected Personal Information that we collect online by selecting the “My Account” tab on our home page and logging in. We use this procedure to better safeguard your information. You can correct factual errors in your Personal Information on our websites or by sending a request to privacy@nasuni.com. To protect your privacy and security, we take commercially reasonable steps to verify your identity before granting access or making corrections.

Severability

This Privacy Policy shall apply to the fullest extent permitted by applicable law. If for any reason any provision of this Privacy Policy is held to be invalid or unenforceable to any extent under applicable

law, then (i) such provision will be interpreted, construed, or reformed to the extent reasonably required to render it valid, enforceable, and consistent with the original intent underlying such provision and (ii) such invalidity or unenforceability will not affect the validity or enforceability of any other provision of this Privacy Policy and all such provisions shall remain in full force and effect.

Nasuni Contact information.

If you have any questions or comments, please contact us at privacy@nasuni.com.

EXHIBIT 2

Nasuni Service Level Agreement

DIR Contract No. DIR-TSO-3407, its Appendices, and this Service Level Agreement (“SLA”) describe the service levels and related remedies applicable to the Nasuni Data Storage Service (“Data Storage Service”). Your use of the Data Storage Service, and the terms of this SLA, are subject to the terms of the Nasuni Terms of Service and License Agreement (“Terms of Service”) and the Nasuni Privacy Policy. Nasuni may amend the terms of this SLA in accordance with the Terms of Service. Unless defined herein, terms used in this SLA have the meanings specified in the Terms of Service.

1. SERVICE LEVELS

Nasuni will use reasonable efforts to make the Data Storage Service available and to protect your data such that it will be:

- 100% Available: The Data Storage Service will always be available to store and retrieve your data;
- 100% Accessible: The Data Storage Service will always enable you to access your data; and
- Restored with the Click of a Button After a Disaster.

If the Data Storage Service fails to meet any of the service levels above, and as a result an Incident occurs, then you may receive Service Credits as described in Section 3.

2. DEFINITIONS

“**Incident**” means a Disaster Recovery Incident, an Outage.

“**Disaster Recovery Incident**” means an incident where you do not have access to all of your data via the Data Storage Service within 15 minutes after: (a) the appliance running the Data Storage Service on your premises has stopped working permanently and you cannot access any of your data (a “Disaster”); (b) you have downloaded the Data Storage Service software to a fully functioning appliance and have completed the login wizard for the Data Storage Service software; and (c) you have clicked “Continue” from the “Ready to Perform Disaster Recovery” screen of the Data Storage Service software on such appliance.

“**Outage**” means a 5-minute period of consecutive failed attempts by the Data Storage Service to provide the data you request. Disaster Recovery Incidents are excluded from the term “Outage.”

3. SERVICE CREDITS

In the event of an Incident, subject to the terms of this SLA, you will be entitled to a credit as set forth in this Section 3 (each, a “Service Credit”). For each day in which there is one or more Incident(s), you will receive a Service Credit equal to 10 free days of the Data Storage Service, which Service Credit

will be applied as an extension of the then-current term of your Data Storage Service agreement. You may accrue Service Credits up to a maximum of 3 months of free Data Storage Service in any 12-month period. To be eligible for Service Credits you must comply with the Credit Request and Payment Procedure in Section 4. The Service Credits are Nasuni's sole obligation and your sole and exclusive remedy for any failure to achieve the service levels described above or other failure of the Data Storage Service.

4. CREDIT REQUEST AND PAYMENT PROCEDURE

Nasuni keeps some logs for a limited period of time, so you must alert Nasuni of any request for a Service Credit so that Nasuni can confirm the Incident. If you do not provide the request and other information as required in this Section 4, you will not be eligible to receive a Service Credit. You must submit requests for Service Credits by sending an email message to SLA@nasuni.com. The request must include, in the subject line of the message, your company name, authorized administrator name and his or her associated email address, and, in the body of the message: (i) the dates and times of each Incident you believe you have experienced and a description of the Incident; and (ii) with respect to Outages and Disaster Recovery Incidents, your logs from your Nasuni Filer indicating your inability to access the Data Storage Service, which logs document the Data Storage Service failures and corroborate your claimed Outage or Disaster Recovery Incident (any confidential or sensitive information in these logs should be removed or replaced with asterisks). Nasuni must receive all requests for Service Credits along with all the information within 10 business days after the date of the perceived Incident. If Nasuni confirms your claim, Nasuni will issue the applicable Service Credit within 10 business days after such confirmation and apply it to your account in accordance with Section 3.

5. EXCLUSIONS

On-Premises Incidents. This SLA does not apply to any service interruption, security breach or access to or manipulation of your data that occurs on your premises. The SLA applies (i) only when your appliance running the Data Storage Service software has a fully functional connection to the Internet, and (ii) only to your data traveling via the Data Storage Service from the point of demarcation of your premises and back to the point of demarcation of your premises.

Other. The SLA does not apply to any Incident or other unavailability or problem with the Data Storage Service: (i) that results from the suspension or termination of your right to use the Data Storage Service in accordance with the Terms of Service; (ii) that is caused by factors outside of our reasonable control, including a force majeure event, or Internet access or related problems on your premises; (iii) that results from any actions or inaction of you or any third party; or (iv) that results from your equipment, software or other technology or third party equipment, software or other technology. If Data Storage Service performance is affected by problems other than Incidents, we may issue you a Service Credit with respect to such problems in our sole discretion. This SLA does not apply to any Nasuni data storage service provided pursuant to an agreement that commenced before July 1, 2011 (unless you upgrade such service to the Data Storage Service after such date) or any Nasuni product or service other than the Data Storage Service.