

1. fmcloud.fm terms of services

1.1. Ordering fmcloud.fm service

The purpose of the present fmcloud.fm terms of service is to define the terms and conditions for the provision and use of the fmcloud.fm service.

ARTICLE 1

These terms of services constitute a single contract (hereafter the "Contract") between 1-more-thing Group, Avenue Legrand 80, B-1050 Brussels, BCE : 631.700.523 (hereafter "1-more-thing"), and any physical or legal person, consumer or business, governed by private or public law, ordering the fmcloud.fm service (hereafter known as the "Client"). The Client and 1-more-thing are individually and jointly known as the "Party" or "Parties", respectively.

ARTICLE 2

When ordering the fmcloud.fm service to 1-more-thing, the Client irrevocably agrees to comply with these terms of services as well as any information communicated to the Client at the time of the order. When using the fmcloud.fm service on behalf of a third party, or authorizing a third party to use the fmcloud.fm service, the Client undertakes to communicate the relevant terms to that third party and procure compliance of the same by the relevant third party.

ARTICLE 3

The fmcloud.fm service provides the hosting and management of a Claris FileMaker environment in a cloud virtual machine. The Client remains solely responsible for owning and maintaining all the authorisations and usage rights for the Claris FileMaker licence that is hosted in the fmcloud.fm environment. Only a single Claris FileMaker licence can be bound to the Contract. In the event the Client owns different software licenses for different services, right owners, users or third parties, the Client must order additional fmcloud.fm service to host every additional or independent Claris FileMaker software license.

1.2. fmcloud.fm service description

ARTICLE 4 Hosting

4.1.

The fmcloud.fm service allows the Client to host his data and applications that are developed on the Claris FileMaker software on a cloud infrastructure provided by 1-more-thing, accessible from the internet. The Client can choose in which physical location, amongst the data centres proposed by 1-more-thing, he will host the application and the data. The terms of services may vary depending on the country where the fmcloud.fm service is located.

4.2.

The Client will be allocated a dedicated virtual environment, private and secured, installed on one of the servers owned by 1-more-thing. The virtual environments are dimensioned by 1-more-thing to guarantee the optimal performance to the Clients, based on the official technical benchmark of Claris.

4.3.

1-more-thing has the right to move part of the infrastructure to any other secure building of its choice and which guarantees an equivalent level of service and data protection.

ARTICLE 5 Availability

1-more-thing guarantees an infrastructure availability of up to 99.75% per month, excluding the scheduled maintenance and interruptions not attributable to 1-more-thing (like network interruptions linked to Internet service providers) that is not considered for the calculation of this percentage. Maximum four (4) 12-hour windows maintenance are planned per year and during the weekend. The Client is informed in advance by email of any planned intervention that may disrupt the service.

ARTICLE 6 Backup Service

1-more-thing supplies a data backup service as part of the fmcloud.fm service to protect the Content that is hosted or stored by the Client under the Contract. A data backup policy determines the frequency at which the Content is saved such that, under normal conditions, the Client can recover data with a loss of maximum of two (2) hours of work. The Client can restore the data at any time and may request 1-more-thing to give technical support to restore a backup as part of the present contract.

ARTICLE 7 Support Service

7.1.

The 1-more-thing support team is responsible for handling Incidents which may occur in relation to the fmcloud.fm. The support is available in English and French only, and information regarding the service is available during business hours (Central European Time) only. 1-more-thing infrastructures are monitored 24/7, 365 days a year.

7.2.

The Client may contact the fmcloud.fm support by email at hosting@fmcloud.fm. 1-more-thing shall create a Ticket for each request or Incident report received. The Client will be informed of the creation of the Ticket and its corresponding number. The Client can access the history and status of its requests and Incidents reported through the ticketing interface. The Client undertakes not to make use of the fmcloud.fm support wrongfully and adopt a behaviour that is appropriate, cordial and respectful in its interactions.

7.3.

The Client may provide as much information as possible to facilitate a proper diagnosis. When an Incident is reported, fmcloud.fm support shall carry out the necessary investigation to identify the cause and establish a diagnosis. The Client agrees to remain available at all times in order to collaborate with 1-more-thing on a proper diagnosis and resolution of the Incident, in particular by providing 1-more-thing with any additional information, and by performing all of the necessary tests and verifications.

1.3. Financial conditions

ARTICLE 8

The prices of the fmcloud.fm service invoiced to the Client are those in effect at the time of invoicing, as published on the fmcloud.fm website. The prices may also be communicated upon request sent to fmcloud.fm support. Unless stipulated otherwise, all prices are in Euros. 1-more-thing offers different types of rates depending on the type of service, a commitment to a particular period or the use and/or a specific method of invoicing. When prices are listed excluding taxes, the VAT as well as all other taxes applicable shall be added to the price and due by the Client. The prices of the fmcloud.fm service do not include the cost of acquisition of the licenses and rights to use the Claris FileMaker license which may be purchased separately from 1-more-thing.

ARTICLE 9

1-more-thing reserves the right to change its prices at any time. Pricing changes are immediately applicable to any new orders. For a fmcloud.fm service in use at the time of an increase in their price, the Client shall be informed of the change by email at least thirty (30) calendar days in advance. the Client has the right to terminate without penalty the impacted fmcloud.fm service. In the absence of said termination, the Client shall be deemed to have accepted the new prices.

ARTICLE 10

10.1.

The invoice periodicity is yearly and in advance, at the time of order or at the yearly anniversary of the contract signature. The invoice is sent to the Client by email and/or made available to the Client electronically. Invoices are payable on receipt.

10.2.

In case of default or late payment, including partial payment, the Client shall be liable to pay a late payment penalty of 10%, with a minimum 50EUR, of the invoice and 1-more-thing shall have the right to charge 8% interest on a yearly basis on the overdue amount.

Furthermore, any default or delay of payment (including partial) of the sums due by the Client under the Contract which persists for more than seven (7) days after notification of default or delay of payment sent to the Client by email, shall result by right, and without requiring any additional notification or formal notice, in (a) the immediate demand of all of the sums remaining due by the Client, and (b) the right of 1-more-thing to decide to immediately suspend and without prior notice the Client fmcloud.fm service

1.4. Duration and termination of fmcloud.fm service

ARTICLE 11

The Contract is entered into for an indeterminate period of time and remains in effect so long as the Client uses the fmcloud.fm service.

ARTICLE 12

The Client may terminate its use of the fmcloud.fm service at any time upon written notification seven (7) days in advance.

The contract ends the last calendar day of the month that follows the seven (7) days of notice. 1-more-thing will inform the Client of the date of termination and reimburse the Client prorata temporis after the contract is terminated, only if the Client had paid in advance for the fmcloud.fm service.

ARTICLE 13

Without prejudice to the other cases of termination provided in the Contract, either Party may terminate this Contract with immediate effect by giving written notice to the other Party if the other Party commits a breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven (7) calendar days after being notified by registered letter.

1.5. Terms of use of the fmcloud.fm service

ARTICLE 14

To use the fmcloud.fm service, the Client must ensure that it has access to the Internet over the ports used by FileMaker (5003, 443, 80), which it is solely responsible for and bears the costs of. 1-more-thing shall not be held liable for any faults by Internet access or transport providers, nor for the consequences of said faults, particularly in cases when they result in the unavailability or discontinuity of the fmcloud.fm service.

ARTICLE 15

1-more-thing reserves the right to suspend all or part of the fmcloud.fm service in the event of (a) a known risk to the stability and/or security of the fmcloud.fm systems or environment, (b) scheduled maintenance, or (c) a request issued by a legal authority or competent judicial authority (d) non-compliance of the Client with all or part of the terms of services. Said suspension may occur immediately and without prior notice in case of urgency or necessity. Unless suspensions result exclusively of 1-more-thing's failure to fulfil its obligations, the duration of the suspensions shall not count as unavailability of the fmcloud.fm service in respect with the service level agreement provided in the Agreement.

ARTICLE 16

The Client shall ensure that the information and data hosted, stored and transmitted (hereafter known as "Content") is legal and used in accordance with applicable industry standards, laws and regulations. Any use of illegal or fraudulent data within the scope of fmcloud.fm service is prohibited, and can lead, at the sole discretion of 1-more-thing, to the immediate suspension of all or part of the fmcloud.fm service provided under the Contract and/or the termination of the Contract by 1-more-thing, without prejudice to 1-more-thing other rights and remedies under the Contract or at law.

ARTICLE 17

The termination of the fmcloud.fm service for any reason whatsoever, shall automatically result in the irreversible deletion of all Content (including information, data, files and other items) that is stored and hosted by the Client within the scope of the fmcloud.fm service, including any potential backup. Before the termination or expiry of the fmcloud.fm service, and before proceeding with any delete operations of fmcloud.fm service and Content, the Client will have access to the backup of the Content and all the necessary information which may facilitate the Client's recovery for a duration of fifteen (15) days. Such recovery operations are under the Client's exclusive responsibility. With the exception of any data which 1-more-thing must preserve in accordance with applicable laws and regulations, 1-more-thing undertakes not to keep a copy of the Client's data following the termination of the fmcloud.fm service, unless otherwise agreed by the Parties.

ARTICLE 18

1-more-thing may modify the fmcloud.fm service at any time, and may add, modify or remove options or features, as well as upgrade their performance. The Client shall be informed by email of any substantial updates which are of a nature to downgrade their service, at least thirty (30) calendar days before their implementation. Nevertheless, modifications to Third Party Products, including Claris FileMaker, and urgent cases (such as security risks, or legal or regulatory compliance updates) may result in immediate modifications to the fmcloud.fm service.

ARTICLE 19

All of the items made available to the Client by 1-more-thing in the provision of the fmcloud.fm service during the execution of the Contract remain the exclusive property of 1-more-thing or the third parties which have granted the rights to use them. The Client and Users retain all intellectual property rights in their respective Content which 1-more-thing shall not use. Subject to mandatory legal provisions in effect, the Client is not authorized to decompile the software, source code and algorithms used in the course of supplying the fmcloud.fm service, notably to reverse-engineer.

ARTICLE 20

1-more-thing is not responsible for Third Party Products, including Claris FileMaker, made available within the scope of the fmcloud.fm service which may contain technical errors, security vulnerabilities, incompatibilities or instabilities, and (b) the Client is only authorised to use the Third Party Products made available to it by 1-more-thing in accordance with the terms of the Contract. The Client remains solely responsible for maintaining all the authorisations and usage rights for the Claris FileMaker software and Content (data, applications...) which it uses and operates in relation to the fmcloud.fm service.

ARTICLE 21

The Client is solely responsible for its relationship with any third parties (notably the Users of the fmcloud.fm service), and shall indemnify and hold harmless 1-more-thing against any action, claim or complaint taken by a third party which implicates the fmcloud.fm service. The Client undertakes to notify 1-more-thing in writing, as quickly as possible, of any claims, complaints and/or legal action taken by a third party which implicates the fmcloud.fm service, detailing the subject matter of the claim as well as any useful information so that 1-more-thing may communicate to the Client any items in its possession which may be useful.

ARTICLE 22

"Force Majeure Event" means an event the occurrence of which is beyond the reasonable control of the Affected Party, including (without limitation) the following: (a) Act of God (including earthquake or other natural disaster), act of terrorism, war or warlike operations, civil unrest or riot; (b) [default of third parties, industrial action [(other than of the Affected Party's own workforce)], fire, flood, explosion or malicious damage, or failure of plant or equipment (but only to the extent that any of these is beyond the reasonable control of the Affected Party)]; and (c) change of law, regulation or industry standard, or governmental order or direction. Neither Party shall be in breach of this Contract nor liable for any delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event. In such circumstances, the Affected Party shall inform the other Party as quickly as possible in writing, detailing the circumstances and the expected duration of the Force Majeure Event, and shall keep the other Party regularly informed of the status of the situation. If, despite the efforts of the Affected Party in breach, the period of delay or non-performance continues for more than thirty (30) consecutive days, the Party not affected may terminate without liability whatsoever all or part of the Services affected by the Force Majeure Event by giving notice to the Affected Party.

1.6. Confidentiality and jurisdictional competence

ARTICLE 23

Each of the Parties undertakes, as concerning the confidential information of the Party of which it is recipient or to which it has access within the scope of the execution of the present Contract, to (a) only use said confidential information for the sole purposes of the execution of the Contract, (b) preserve the confidentiality of said information with the same degree of care as if it were its own confidential information, and (c) give access to said confidential information only to their respective associates and Affiliates who need to know the information as part of their function on the condition that these recipients have received prior notification of the confidential nature of said information and are linked by a confidentiality agreement at least as equivalent as this Contract.

ARTICLE 24

These general conditions are governed by Belgian law. Any dispute relating to the validity, interpretation, execution or termination of the contract between 1-more-thing and the Client and for which no amicable solution can be reached, will fall under the exclusive jurisdiction of the Courts of Brussels, Belgium or of the head office of 1-more-thing.