

## 1. Definitions

- **Affiliate(s):** With respect to either Party, any other entity that directly or indirectly controls, is controlled by, or is under common control with a Party. “Control” refers to the possession, directly or indirectly, of the power to direct the management and policies of such an entity, whether through ownership of voting securities or by contract or otherwise.
- **Agreement:** Terms and Conditions of Services along with the LockRoom Data Room Delivery Order.
- **Binary Files:** Files that cannot be converted to secured format. These files may be downloaded only in their original format and cannot have security restrictions. A list of supported file formats for secure viewing and downloading is available at [<https://lockroom.com>].
- **Client Data:** All electronic data or information uploaded to the Data Room.
- **Corporate Account:** A Solution area that connects the Agreement between the Client and LockRoom with the actual Solution. It provides access to the list of all Data Rooms associated with the Corporate Account and allows management of Corporate Account Participants, including Agreement information.
- **Corporate Account Participants:** Users invited by the Corporate Account Owner, Corporate Account Managers, or through a written invitation by Key LockRoom Contacts or LockRoom Support Agents. These users can create Data Rooms associated with the Corporate Account and may have access to perform actions allowed by the Corporate Account Owner.
- **Corporate Account Owner:** A user with unlimited permissions within the Corporate Account, who can invite Project Coordinators and Corporate Account Managers. This role may be transferred to another user. Only one user can have this role.
- **Corporate Account Managers:** Users designated by the Corporate Account Owner with access to all sections of the Corporate Account. They can create Data Rooms, invite other Corporate Account Managers, and optionally grant permissions to invite Data Room Administrators.
- **Corporate Account Project Coordinators:** Users designated by the Corporate Account Owner or Corporate Account Managers to create Data Rooms but do not have access to the Corporate Account itself.
- **Consumer:** A client who is a natural person conducting legal action with LockRoom not directly related to business or professional activities.
- **Confidential Information:** Any information disclosed by either Party to the other in connection with the provision or use of Services, irrespective of confidentiality labels or form, including Client Data.
- **Data Room:** A Solution area where authorized Data Room Participants may process, store, and access documents intended for the purposes of the Project.

- **Data Room Participants:** Users invited by the Data Room Administrator(s) who can access the Data Room, review Client Data, and perform actions as granted by the Data Room Administrator(s).
  - **Data Room Administrators:** Users designated by the Corporate Account Owner, Corporate Account Managers, or another Data Room Administrator with full permissions to manage the Data Room. They are responsible for guiding the Data Room's strategy.
  - **Delivery Order:** A document confirming the order for Services, incorporated into the Agreement between the Parties.
  - **LockRoom Support Agents:** Representatives of LockRoom's Support team who assist Corporate Account Participants and Data Room Participants with issues related to the Solution.
  - **Key LockRoom Contact:** A representative of LockRoom's sales or customer success team designated to manage and support the Client's Agreement.
  - **Project:** The Client's business activities for which the Solution and Services are provided.
  - **Sanctions:** Any sanctions, import/export control regimes, or trade embargoes implemented by the United Nations, United States, United Kingdom, European Union, or other applicable jurisdictions.
  - **Services:** The software-as-a-service offering of the Solution, as described in the Agreement.
  - **Services Rendering Term:** The term for which the Services are provided, as specified in the Delivery Order.
  - **Solution:** LockRoom's proprietary software for deploying and managing virtual Data Rooms.
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## 2. LockRoom Services

2.1. Services are provided according to the subscription plan or Free Trial Plan selected by the Client. Subscription plans and features are available at [<https://lockroom.com/pricing>].

2.2. Corporate Account Owners, Corporate Account Managers, or Data Room Administrators may request additional services at the rates specified in the Delivery Order.

2.3. LockRoom reserves the right to change the scope and cost of Services or discontinue Subscription Plans upon expiration of the Subscription Term, with at least 30 days' notice.

2.4. LockRoom shall not subcontract all or part of the Services without prior written agreement from the Client.

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### **3. Data Room Setup**

- 3.1. Data Room Administrators can adapt Data Room settings to the Project's needs.
- 3.2. Administrators can choose the server location for storing Client Data.
- 3.3. Administrators and designated Data Room Participants can upload data to the Data Room.
- 3.4. LockRoom provides access to the Solution based on the subscription plan and the date specified in the Delivery Order.

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### **4. Project Management**

- 4.1. The Client authorizes LockRoom to act on instructions from Corporate Account Owners, Corporate Account Managers, or Data Room Administrators regarding the Services.
- 4.2. LockRoom will store Client Data for 3 years after the Agreement's expiration unless deletion is requested. Restoration of Data Rooms can be initiated through a written request, subject to a new Delivery Order.

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### **5. Security of Client Data**

- 5.1. LockRoom maintains the security and confidentiality of Client Data.
- 5.2. Access permissions are managed by Data Room Administrators.
- 5.3. LockRoom personnel do not have access to Data Rooms by default unless granted access by Corporate Account Owners or Administrators.
- 5.4. LockRoom may analyze anonymized Client Data to improve products and services unless opted out by the Client.

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### **6. Payment Terms and Taxes**

- 6.1. Payments are made by international payment card, wire transfer, or bank transfer.

6.2. LockRoom does not accept payment by check.

6.3. Auto-charge authorization for payment cards may be revoked by emailing support@lockroom.com.

6.4. All fees are exclusive of taxes. The Client is responsible for applicable taxes.

6.5. LockRoom may charge interest on overdue payments and reserves the right to refer debts to collection agencies.

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## 7. Client Warranties and Representations

The Client warrants that they:

- Have the necessary rights to Client Data.
- Will not upload content violating laws or third-party rights.
- Will not misuse the Services or violate applicable laws.

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## 8. LockRoom Warranties and Representations

LockRoom warrants that:

- Services will be provided with tools and approaches in line with modern standards.
- The Data Room is designed for secure storage and distribution of Client Data.
- It has obtained valid software licenses for performing Services.

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## 9. Ownership

9.1. **Client Data:** The Client retains ownership of all Client Data. LockRoom is not responsible for content, modification, or publication of Client Data.

9.2. **Solution:** LockRoom retains ownership of the Solution and all intellectual property related to it. The Client may not reverse engineer or commercially exploit the Solution.

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## 10. Confidentiality

Both Parties agree to keep Confidential Information secure and not disclose it without permission, except to fulfill obligations under the Agreement. Confidentiality obligations remain for 3 years after the Agreement's termination.

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## 11. Indemnification

11.1. LockRoom will indemnify the Client against intellectual property infringement claims related to the Solution.

11.2. The Client will indemnify LockRoom against claims arising from the Client's breach of the Agreement.

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## 12. Limitation of Liability

LockRoom is not liable for indirect damages, loss of profits, or data loss. Liability is capped at the total amount of fees paid in the 12 months preceding the event giving rise to liability.

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## 13. Termination

The Agreement may be terminated by either Party with 30 days' written notice or immediately if the other Party breaches the Agreement. Upon termination, access to the Data Room will be revoked, and Client Data will be deleted if requested.

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## 14. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties.
- **Governing Law:** The Agreement is governed by the laws of the applicable jurisdiction as specified in the Delivery Order.
- **Assignment:** The Agreement may not be assigned without written consent, except for assignment to Affiliates.