

Reseller Terms and Conditions

ACRONIS INTERNATIONAL GMBH (“ACRONIS” OR “LICENSOR”) IS WILLING TO LICENSE YOU, AS A LEGAL ENTITY (“RESELLER” OR “YOU”), UPON YOUR PURCHASE OF A LICENSE FROM UPSTREAM RESELLER OR DISTRIBUTOR, AS DEFINED BELOW, THE RIGHT TO EITHER INTERNALLY USE THE BACKUP AS A SERVICE SOFTWARE AND SERVICES (COLLECTIVELY, “ACRONIS BACKUP CLOUD PRODUCT”) OR THE RIGHT TO CREATE SUBUSER ACCOUNTS ON THE ACRONIS MANAGEMENT CONSOLE PLATFORM (“PLATFORM”). THE PLATFORM ADDITIONALLY ALLOWS RESELLER’S DOWNSTREAM RESELLER CUSTOMERS (“SUBRESELLERS”) THE RIGHT TO: (1) USE THE ACRONIS BACKUP CLOUD PRODUCT; (2) AUTHORIZE THEIR OWN SUBRESELLERS CUSTOMERS ACCESS TO THE PLATFORM; AND/OR (3) TO MARKET AND DELIVER THE ACRONIS BACKUP CLOUD PRODUCT TO THE ULTIMATE ENTITY OR INDIVIDUAL USING THE ACRONIS BACKUP CLOUD PRODUCT (“END USER”). THESE RESELLER TERMS AND CONDITIONS GOVERN THE USE OF THE PLATFORM AND THE ACRONIS BACKUP CLOUD PRODUCT. NOTE THAT DISTRIBUTOR OR UPSTREAM RESELLER FROM WHICH YOU PURCHASE PLATFORM ACCESS OR THE ACRONIS BACKUP CLOUD PRODUCT HAS NO RIGHT TO ALTER, AMEND, NEGOTIATE OR VARY THESE TERMS.

BY CLICKING “I ACCEPT” OR OTHERWISE USING THE PLATFORM OR DOWNLOADING, INSTALLING, AND/OR USING THE ACRONIS BACKUP CLOUD PRODUCT YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPTED ALL OF THE TERMS AND CONDITIONS (“TERMS”) SET FORTH HEREIN AND THAT THIS ACTION ESTABLISHES A LEGAL, ENFORCEABLE, AND BINDING AGREEMENT BETWEEN YOU AND ACRONIS. IF YOU DO NOT ACCEPT ALL OF THE TERMS SET FORTH HEREIN, YOU SHALL HAVE NO RIGHT TO USE THE PLATFORM OR THE ACRONIS BACKUP CLOUD PRODUCT, MUST IMMEDIATELY CEASE USING THE PLATFORM AND THE ACRONIS BACKUP CLOUD PRODUCT, AND MUST DELETE OR REMOVE ALL ASSOCIATED SOFTWARE AND ASSOCIATED FILES. THESE TERMS APPLY TO ANY UPDATES OR SERVICES FOR THE PLATFORM AND/OR THE ACRONIS BACKUP CLOUD PRODUCT PROVIDED TO YOU BY ACRONIS, UNLESS OTHER TERMS SPECIFICALLY COVER THOSE ITEMS.

1. SCOPE OF LICENSE GRANT.

- a. Platform. The Platform is a multi-tiered console that allows Acronis to directly grant an entity the right to set up an entire network which it manages (“Distributor”). You are a part of that network within Distributor’s Platform.
- b. Flow Down of Obligations. Reseller acknowledges that as a condition to using the Platform, its Subresellers will be required to agree to be bound by and comply with certain written terms as required by Acronis. Reseller is required to ensure that its Subresellers require End Users to affirmatively ‘opt-in’ and consent to Acronis Backup Cloud Product support services being provided in either India, Japan or Russia. Without this opt-in, the End User is not authorized to use the Acronis Backup Cloud Product. If Reseller is marketing and delivering the Acronis Backup Cloud Product directly to End Users, the Reseller must require that such End Users affirmatively provide the aforementioned consent. If Reseller distributes a version of the Acronis Backup Cloud Product that is presented as Reseller’s own version and states “powered by Acronis” (“White Labeled Product”) then Reseller is required to have its Subresellers agree to terms that are substantially similar to these Terms. End Users of the Acronis branded Acronis Backup Cloud Product will be required to agree to an End User License Agreement as a condition to their use of the Acronis Backup Cloud Product. If Reseller or any Subresellers distribute White Labeled Product, they are required to have their End Users agree to an End User License Agreement that is substantially similar to the Acronis End User License Agreement, which can be found at <http://www.acronis.com/legal.html>.
- c. Reporting Use of Licenses. Reseller shall be permitted to use only the provided log-in credentials for the Platform. Usage reporting will be automatically generated by the Platform and sent to the Your Distributor or upstream Reseller on a monthly basis (“Monthly Usage Report”).
- d. No Reverse Engineering. Reseller, its employees, and its affiliates, representatives, consultants, Subresellers and End Users will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Acronis Backup Cloud Product.
- e. No Unauthorized Derivative Works. Subreseller will not (and will not permit others to) modify, adapt, alter, translate, or create derivative works of any component of the Acronis Backup Cloud Product in any manner.
- f. Source Code. Reseller’s licensing rights granted under these Terms do not include any license, right, power or authority to subject the Acronis Backup Cloud Product in whole or in part to any of the terms of an Excluded License. An “Excluded License” means any “open source” or other license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be: (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

- g. Reseller's Service. Reseller will operate at its own expense and risk under Reseller's own name as a Reseller of the Acronis Backup Cloud Product. Reseller will not act or communicate in any manner, which may imply that it has the right to represent or act on behalf of Acronis. Reseller will have the technical capability to suspend service and/or restrict platform access to any of its Subresellers and/or End Users. Reseller's use of this capability is entirely at Reseller's own risk and Acronis will not be liable in any way for any claims arising from such suspension and/or Platform access restriction.
- h. Licensing Policy. This license is subject to the terms of the Acronis Licensing Policy, which can be found at www.acronis.com/legal/licensing.htm.

2. MARKETING AND BRANDING.

- a. Branding. Acronis authorizes Reseller the limited use of Acronis trademarks in association with marketing the Acronis Backup Cloud Product products within the Territory in accordance with the trademarks and usage guideline found at <http://www.acronis.com/legal.html>.
- b. Ownership of trademarks. Acronis reserves the right in its trademarks in all countries, including but not limited to the Territory. A list of Acronis trademarks can be found at <http://www.acronis.com/legal.html>. Rights also include trademarks incorporated into domain names acquired by the Reseller, which shall be assigned to Acronis upon the termination of these Terms upon request.
- c. Press Releases. All press releases, advertisements or publications involving, including and/or referencing the Acronis Backup Cloud Product or Acronis must be approved by Acronis prior to release, publication or distribution.

3. SOFTWARE DELIVERY, REPORTING & PAYMENTS.

- a. Orders and Delivery. All orders will be processed and delivered through either your Distributor or Reseller that grants You Platform access or from which You purchase the Acronis Backup Cloud Product. For avoidance of doubt, Acronis will not be a party to these transactions. Such selling entity will deliver to the You an account activation link for the Platform.
- b. Books and Records. Reseller shall keep complete, accurate and current books and records relating to the supply and distribution of Acronis Backup Cloud Product. During the term of these Terms and for three (3) years thereafter Acronis or its authorized representatives may upon ten (10) working days' prior written notice inspect and make copies of such books and records, should Acronis (i) have reason to believe that Reseller is not complying or has not complied with its obligations and (ii) Acronis has stated its concerns in writing to Reseller and has given Reseller not less than five (5) working days in which to respond to such concerns. Inspection shall take place during Distributor's normal business hours at Acronis' cost, unless such inspection shows that Reseller has not been complying with its obligations hereunder in which case Reseller shall bear the costs of such inspection.

4. SUSPENSION.

- a. Right to Suspend. Acronis shall be entitled to suspend the Acronis Backup Cloud Product, in whole or in part, immediately after notifying Distributor in writing for the following reasons:
 - i. in order to comply with any contractual, statutory, and/or regulatory obligation, a request or order from law enforcement, or a competent judicial, governmental, supervisory or regulatory body ;
 - ii. if Acronis has reasonable grounds to suspect that You, Distributor or someone within the Distributor's Platform have acted or will act fraudulently, unlawfully, in a criminal way or in a way which could prejudice Acronis, other Distributors, resellers, Subresellers and/or any End User;
 - iii. in case of violation by You, Distributor or someone within the Distributor's Platform of any contractual, legal, regulatory, statutory or administrative obligation;
 - iv. in case of force majeure, as defined in Section 12(e) hereafter;
 - v. at any time in Acronis' sole discretion, if Distributor has not paid any due invoice or amounts;
 - vi. if Acronis is informed by Distributor that Acronis Backup Cloud Product or Platform access credentials have been compromised;
 - vii. at Distributor's request for specific End-Users, to the extent that it is technically possible;
 - viii. if Acronis establishes or has a reasonable belief that (a) You, Distributor or someone within the Distributor's Platform impairs or endangers the operational availability of Acronis' API, the Infrastructure or the Acronis Service; (b) such action is necessary to prevent or protect against fraud, tricks, tampering, schemes, false or invalid numbers, false credit devices, electronic devices, or any other fraudulent means or devices; or (c) such action is necessary to protect Acronis, Acronis'

affiliates and their respective officers, directors, shareholders, employees and agents, and/or others against actual or potential adverse financial effects;

- ix. if Distributor fails or refuses to provide information, or provides false information, regarding the Distributor's creditworthiness, its past or current use of the Acronis Backup Cloud Product, or characteristics pertaining to its use or planned use of the Acronis Backup Cloud Product; or
 - x. where necessary for Acronis API's, the Acronis Infrastructure's or the Acronis Services maintenance. If such maintenance is reasonably foreseeable, Distributor will be informed in advance by email or by any means Acronis will deem appropriate.
- b. Notice. Acronis is not responsible for informing anyone registered through the Platform and any other relevant party of the suspension and shall not bear the liability of any default or delay in providing such information.
- c. Suspension Length. Acronis shall use all reasonable efforts to limit the suspension period in cases where Reseller is not responsible for said suspension.
- d. Consequences of Suspension. In case of suspension for any of the causes mentioned in the above Section titled "Right to Suspend", Acronis shall not be held liable for any loss or damage arising from or related to said suspension.

5. CONFIDENTIALITY.

- a. Customer Data. Acronis hereby acknowledges that it acquires no ownership right, title or interest to any and all Reseller data subject to Acronis's normal access and security procedures and privacy policy, found at <http://www.acronis.com/en-us/company/privacy.html>, Reseller hereby grants Acronis a non-exclusive, transferable license to use the Reseller data as necessary to provide Reseller with the Acronis Backup Cloud Product and Platform. Any employee or subcontractor that accesses the Reseller's data pursuant to this Section 5a shall be bound by a confidentiality agreement. Without Reseller's consent (which it may withhold in its sole discretion), Reseller data may not be: (a) used by Acronis other than as permitted under the foregoing license; or (b) analyzed, individualized, sold, assigned, or leased by Acronis. Acronis will have the right to monitor and analyze Reseller's use of the Acronis Backup Cloud Product and Platform and to use the results of such monitoring to improve the the Acronis Backup Cloud Product and Platform during and after the term of these Terms. Reseller represents and warrants that: (i) it has obtained, and will obtain, all consents and approvals necessary to provide the Reseller data to Acronis, and for Acronis to use such Reseller data, in accordance with these Terms; and (ii) it has all rights necessary to grant the license in these Terms. RESELLER ACKNOWLEDGES THAT ACRONIS MAY USE SERVERS OR OTHER EQUIPMENT TO PROVIDE ACRONIS BACKUP CLOUD PRODUCT AND PLATFORM TO RESELLER LOCATED IN THE UNITED STATES OR IN OTHER COUNTRIES WHERE LAW ENFORCEMENTS, COURTS OR OTHER FEDERAL AGENCIES MAY COMPEL ACRONIS TO PROVIDE ACCESS TO THE RESELLER DATA IN CONNECTION WITH THEIR INVESTIGATIONS AND AS A RESULT, ACRONIS WILL COMPLY WITH ANY SUBPOENA, WARRANT OR REGULATION THAT REQUIRES THE DISCLOSURE OR PROVIDING ACCESS TO THE RESELLER'S DATA TO SUCH AUTHORITIES AND AGENCIES.
- b. Acronis Backup Cloud Product and Platform Confidentiality. The Acronis Backup Cloud Product and Platform contain trade secrets of Acronis and are proprietary to Acronis. Reseller shall maintain the Acronis Backup Cloud Product and Platform in confidence and prevent disclosure of the Acronis Backup Cloud Product and Platform using at least the same degree of care it uses for its own most critical proprietary information, but in no event less than a reasonable degree of care. Reseller shall not disclose or provide access to the Acronis Backup Cloud Product and Platform or any part thereof to anyone for any purpose, other than to employees or other parties authorized under these Terms for the purpose of exercising the rights expressly granted under these Terms.

6. PROPRIETARY RIGHTS.

- a. Acronis's Ownership. The Acronis Backup Cloud Product is licensed and not sold under these Terms, notwithstanding any references herein to "sale" or "sold." The Acronis Backup Cloud Product is and will remain the sole and exclusive property of Acronis and its suppliers, if any, whether the Acronis Backup Cloud Product is separate or combined with any other products. Acronis' rights under this subsection will include, but are not be limited to: (i) all copies of the Acronis Backup Cloud Product, in whole or in part; (ii) all intellectual property rights in the Acronis Backup Cloud Product; and (iii) all modifications to, and derivative works based upon, the Acronis Backup Cloud Product. Reseller will not delete or in any manner alter the intellectual property rights notices of Acronis and its suppliers, if any, appearing on the Acronis Backup Cloud Product as delivered to Reseller. As a condition of the license rights granted to Reseller in these Terms, Reseller will reproduce and display such notices on each copy of any Acronis Backup Cloud Product.
- b. Reseller's Duties. Reseller will use its reasonable efforts to protect Acronis' intellectual property rights and will report promptly to Acronis any infringement of such rights of which Reseller is presently aware or becomes aware.

- c. Third Party Infringement. Acronis reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its intellectual property rights in the Acronis Backup Cloud Product.

7. WARRANTY.

- a. Power and Authority. Each party represents and warrants that it has sufficient right and authority to grant to the other party all licenses and rights granted under these Terms.
- b. Disclaimer of Other Warranties. Except for the warranty provided in this Section, the Acronis Backup Cloud Product, its accompanying documentation and all other materials provided to Reseller by Acronis are provided “**AS-IS**”. To the maximum extent allowed by applicable law, the warranties in this Section is the sole and exclusive warranty of any kind, express or implied, that is made by Acronis in connection with the Acronis Backup Cloud Product provided under these Terms, and Acronis specifically disclaims all statutory or other warranties, including -- but not limited to -- implied warranties of merchantability, non-infringement, title or fitness for a particular purpose or any implied warranties arising from usage of trade, course of dealing or course of performance. Without limiting the generality of the foregoing, Acronis specifically does not warrant that the Acronis Backup Cloud Product will meet the requirements of the Reseller, Subreseller and/or End User or that Acronis Backup Cloud Product will be accurate or error-free. To the extent that Acronis may not disclaim any warranty as a matter of applicable law, the scope and duration of such warranty will be the minimum permitted under such law.

8. INDEMNITIES.

- a. Indemnification by Reseller. Reseller will indemnify, defend and hold harmless Acronis and its affiliates and their respective officers, directors, shareholders, employees and agents (for purposes of this Section 10(b), collectively, “Acronis”) from and against any and all third party claims arising out of or in connection with (i) the gross negligence or willful misconduct of Reseller and/or its employees, (ii) any misrepresentation made by Reseller to any of its Subresellers and/or End Users or any other third party with respect to the Acronis Backup Cloud Product, and (iii) any claims by Subresellers and/or End Users for special, incidental, consequential, direct or indirect damages arising out of or in connection with use of the Acronis Backup Cloud Product and/or Platform, including, but not limited to claims arising or based on damages to Subreseller’s and/or End User’s hardware, media, software, loss, destruction or corruption of data, loss of revenue to the Subresellers and/or End Users or loss of profits of the Subresellers and/or End Users.
- b. Exceptions. Reseller shall have no obligation under this Section as to any action, proceeding, or claim unless: (i) Reseller is notified of it promptly; (ii) Reseller has sole control of its defense and settlement; and (iii) Acronis provides Reseller with reasonable assistance in its defense and settlement.
- c. Reseller Data or use of non-Acronis software with Acronis Backup Cloud Product. If an unaffiliated third party asserts that Reseller or End User data or non-Acronis software or technology used by Reseller with Acronis Backup Cloud Products, Acronis may ask Reseller to remove the allegedly infringing item. If Reseller fails to do so within a reasonable time, Acronis may suspend Reseller’s licensing rights granted under these Terms.
- d. Sole Remedy. The foregoing are Acronis’ sole and exclusive obligations and Reseller’s sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights.

9. LIMITATIONS OF LIABILITY.

- a. Exclusion of Damages. In no event will either party be liable to the other party for any special, incidental, indirect, or consequential damages (including lost profits or lost data), whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not such party has been advised of the possibility of such damage. THE TOTAL CUMULATIVE LIABILITY OF ACRONIS IN CONNECTION WITH THESE TERMS AND THE PRODUCT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING THE INDEMNITY OBLIGATION SET FORTH ABOVE, WILL NOT EXCEED THE AMOUNT OF LICENSE FEES THAT RESELLER HAS PAID TO DISTRIBUTOR UNDER THESE TERMS IN THE TWELVE (12) MONTHS PRECEEDING THE EVENT WHICH GAVE RISE TO THE CLAIM. The existence of multiple claims will not expand this limit. The parties acknowledge that the license fees reflect the allocation of risk set forth in these Terms and that Acronis would not enter into these Terms without these limitations on its liability. The foregoing does not apply to breaches of Section 5(b) and/or Section 8. The parties have agreed that the limitations specified in this Section will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

10. ACCEPTABLE USE AND CONDUCT.

- a. Lawful Use. By registering for, by using and/or enabling another to use the Acronis Backup Cloud Product and Platform, you represent and warrant that you have the legal capacity and authority to enter into a binding agreement and to adhere to these Terms, and that you will use the Acronis Backup Cloud Product and Platform only in accordance with these Terms and with all applicable laws. If an individual is registering or using the Acronis Backup Cloud Product and Platform on behalf of an entity or organization, that individual warrants, represents, and covenants to Acronis that such individual is duly authorized to agree to these Terms on behalf of the Reseller and to bind the Reseller to them. The Acronis Backup Cloud Product and Platform are intended, and offered, only for lawful use by individuals or organizations with the legal capacity and authority under applicable law to enter into a contract for such products and services. Acronis does not offer the Acronis Backup Cloud Product and Platform to minors or where otherwise prohibited by law.
- b. Without limiting the foregoing:
 - i. Export Limitations. You acknowledge and agree that the Acronis Backup Cloud Product and Platform may be subject to export controls in the United States and other countries. You agree to comply with all United States export laws and regulations and with all export or import regulations of other countries, and you shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Acronis Backup Cloud Product and Platform or any direct product thereof (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; or (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval. You assume sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any United States export law or regulation.
 - ii. Improper Use. You may not use or enable the use of the Acronis Backup Cloud Product and Platform if you or your Subreseller and/or End User is a citizen, national, or resident of, or are under control of the government of: Cuba, Iran, Sudan, North Korea, Syria, Myanmar, or any other country to which the United States has prohibited export. Each time you use or enable the use of the Acronis Backup Cloud Product and Platform you represent, warrant, and covenant that and Subresellers and/or End Users (a) are not a citizen, national, or resident of, nor under the control of the government of any such country to which the United States has prohibited export; (b) will not download or otherwise export or re-export the Software, directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries; (c) are not listed on the U.S. Department of Treasury's Lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, the U.S. Department of State's List of Statutorily Debarred Parties, or the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List Table of Denial Orders; (d) will not download or otherwise export or re-export the Acronis Backup Cloud Product and Platform, directly or indirectly, to persons on the above mentioned lists; (e) will neither use nor allow the Acronis Backup Cloud Product and Platform to be used for any purposes prohibited by United States federal or state law, including, without limitation, for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction; (f) the Acronis Backup Cloud Product and Platform will not be exported, directly, or indirectly, in violation of these laws, nor will the Acronis Backup Cloud Product and Platform be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation; and (g) are not using or permitting others to use the Acronis Backup Cloud Product and Platform to create, store, backup, distribute, or provide access to child pornography or any other content or data which is illegal under the relevant laws of the United States, Switzerland, Singapore and Licensee's jurisdiction.
- c. Decryption. Acronis cannot decrypt your files if Reseller has elected to encrypt. However, You have selected the location of your backup and understand that local laws where the selected data centers are located may be different than the laws of the country in which you reside. Acronis will comply with the local laws of the jurisdiction You reside and also the jurisdiction where the data center housing Your data is located. As a result, You acknowledge that Acronis or Acronis affiliates may use servers and other equipment to provide the Acronis Backup Cloud Product and Platform that are located in the United States or in other countries where litigants, law enforcement, courts, and other agencies of the government may have the right to access data stored within their jurisdictions upon terms and conditions provided by local law.

11. SUPPORT.

- a. Acronis Support. Acronis is not responsible for direct support to Reseller. Distributor will provide direct support to Reseller. Distributor will only support Acronis Backup Cloud Product installations that are no older than two (2) prior released versions. Reseller must update to the most up to date version of the Software within 6 months of its release.

12. GENERAL PROVISIONS.

- a. Distributor Termination. In the event that the relationship between Acronis and Distributor terminates, i) these Terms may be terminated upon the same termination notice provisions that Distributor is entitled to; or ii) upon the Reseller's consent a) Acronis will refer Reseller to a different distributor; or b) Reseller will become a direct customer of Acronis and be transitioned to Acronis's Platform.
- b. Events of Termination. Notwithstanding anything in Section 12(a), Acronis will have the right to terminate these Terms if Reseller breaches any material term or condition and fails to cure such breach within thirty (30) days after written notice.
- c. Effect of Termination. Upon termination of these Terms, all provided license keys may be cancelled by Acronis in its sole discretion.
- d. No Damages for Termination. Neither party will be liable to the other for damages of any kind, including incidental or consequential damages, on account of the termination of these Terms. Reseller waives any right it may have to receive any compensation or reparations on termination of these Terms under the law of the territory or otherwise, other than as expressly provided in these Terms. Neither party will be liable to the other on account of termination of these terms for reimbursement or damages for the loss of good will, prospective profits or anticipated income, or on account of any expenditures, investments, leases or commitments made by either party or for any other reason whatsoever based upon or growing out of such termination.
- e. Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a Force Majeure), including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than sixty (60) days.
- f. Governing Law. For Resellers incorporated in the United States of America these Terms shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, USA, exclusive of its conflicts of laws provisions and any suit under these Terms shall exclusively be brought in a federal or state court in Massachusetts. For Resellers incorporated in a jurisdiction outside of the United States these Terms will be governed by, and construed in accordance with, the laws Switzerland exclusive of its conflicts of laws provisions and any suit under these Terms shall exclusively be brought in Schaffhausen, Switzerland. The parties expressly exclude the application of the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on Contracts for the International Sale of Goods.
- g. Miscellaneous Provisions. The failure of Acronis to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Acronis. The exercise by either party of any remedy under these Terms will be without prejudice to its other remedies under these Terms or otherwise except as otherwise expressly provided herein. The rights and obligations of the parties contained in Confidentiality, Warranty, and Limitations of Liability will survive the termination these Terms. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable, the remainder of these Terms will continue in full force and effect. These Terms, which incorporates the current and all future updates to the Acronis Privacy Statement and the Acronis Licensing Policy, each of which may be updated from time to time (see: <http://www.acronis.com/Legal.htm>), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. You may not assign or transfer any of your rights or obligations under these Terms to a third party without the prior written consent of Acronis. Acronis may freely assign these Terms. Any attempted assignment or transfer in violation of the foregoing will be void.
- h. Entire Agreement. These Terms and its appendices are the complete agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. These Terms may only be modified, or any rights under it waived, by a written document executed by both parties.