**CloudPro Master Agreement**

THIS MASTER SERVICES AGREEMENT (“MSA”) is effective on the last signature date below (“Effective Date”) and is between CloudPro, Inc., and ACME Corp (“Customer”) for itself and on behalf of its Affiliates. For purposes of this Agreement, with regard to CloudPro, Affiliates means the directly and indirectly wholly owned subsidiaries of CloudPro, Inc. CloudPro and Company may be individually referred to as a “Party” and collectively as the “Parties.”

This agreement

1. **Introduction.** CloudPro develops, licenses and provides proprietary information technology, information solutions and related services for the insurance and securities industry. Customer has ordered a CloudPro Solution pursuant to a signed Order. Upon execution of the Order, this MSA apply to any previously ordered CloudPro Solutions that co-terminate. Capitalized terms used but not defined in an Order have the meanings as set forth in Section 19 of this MSA. Any terms and conditions provided by Customer on a purchase order or other document not expressly incorporated into the Agreement shall not be valid. In the event of any conflict between the agreement documents, the inconsistency shall be resolved by giving precedence in the following order and where applicable: (i) the Order, including the Services Addenda; (ii) the Third Party Terms, as updated from time to time (available at [http://online.CloudPro.com/ThirdPartyTerms](http://online.vertafore.com/ThirdPartyTerms)); (iii) additional Solution Terms available at [http://online.CloudPro.com/terms](http://online.vertafore.com/terms), as updated by CloudPro from time to time; (iv) these Standard Terms including any riders, addendum, schedule or exhibits added to this MSA; then (v) click-through or other terms residing within the CloudPro Solution. Updates to Third Party Terms and Solution Terms during the Term will be applicable as of the date the update is made.
2. **CloudPro Solutions.**
   1. **License Grant.** Subject to Customer’s compliance with the Agreement, including payment of all Charges due hereunder, CloudPro grants to Customer a revocable, limited, non-exclusive, non-transferable License to use the CloudPro Solution according to the License Metric specified in the applicable Order solely in connection with Customer’s internal business operations and data processed by Customer’s Users for the Term specified in the Order.
      1. **Online Services.** Online Services are licensed according to the License Metric in Subsection 2.3. Subject to the License Metric and quantity specified on the Order, Users may access the Online Services and display and reproduce the Documentation (including by printing the electronic version) as reasonably required to permit the Users to exercise the License rights. Customer may display and print reasonable portions of the information received from the Online Services for internal business purposes only. Maintenance is included with Online Services.
      2. **In-House Software.** Subject to the License Metric and quantity specified on the Order, the License for In-House Software shall permit Customer to (i) install and use applications solely on a designated number of servers, workstations, or computers set forth on an Order; (ii) reproduce a single copy of the In-House Software solely as reasonably necessary for customary back-up and disaster recovery purposes; and (iii) display and reproduce the Documentation (including by printing the electronic version) as reasonably required to exercise the rights expressly granted in this Subsection 2.1.2. Maintenance can be purchased separately on a subscription basis for In-House Software.
   2. **Users.** As specified on the Order, the License may be restricted to a specific number of Users. Each User must be assigned a Login which may only be used by one (1) individual. Users are not permitted to share any Logins among multiple individuals or with any unauthorized users. Customer is responsible for maintaining the confidentiality of all Login information on behalf of its Users.
   3. **License** **Metric.** Use of and access to the CloudPro Solutions is limited to, and Charges will reflect, the License Metric. Customer must purchase additional quantities, at then current rates, in the event the Customer’s needs or usage exceed the License Metric or quantity specified on the Order. Unless stated otherwise in the Order or Solution Terms, Charges are based on the License Metric and quantities purchased and not actual usage and there shall be no adjustments or refunds to the Charges for any unused Licenses.
   4. **License Restrictions.** Customer is prohibited from: (i) copying, framing, mirroring, modifying, displaying, transferring, transmitting or otherwise distributing or providing the CloudPro Solutions to any third party; (ii) creating derivative works from the CloudPro Solutions; (iii) reverse engineering, decompiling or otherwise attempting to create descriptions or Documentation from the object code of the CloudPro Solutions; (iv) allowing use of the CloudPro Solutions for any purpose not expressly permitted in the Agreement; (v) selling, reselling, distributing, transferring, sublicensing, using or exploiting the CloudPro Solutions to provide application hosting or business process outsourcing or any other similar or related services to any individual or entity, or function as a service bureau or application service provider; (vi) removing proprietary rights notices, asset tags, brand labels or marks placed on the CloudPro Solutions, or Third Party Solutions; (vii) attempting to circumvent or compromise the security features of the CloudPro Solutions or introducing any viruses, worms or other disabling code into the CloudPro Solutions; (viii) using an automated machine or robotic process to access or use the CloudPro Solutions; or (ix) using the CloudPro Solutions to create a competitive product or service. Customer is solely responsible for obtaining the proper hardware and software necessary to operate the CloudPro Solutions as further described in the Documentation.
   5. **Customer Obligations.** Customer is solely responsible for any and all information, including Customer Data, submitted to CloudPro in connection with the CloudPro Solutions. Customer shall use best efforts to assure that all Customer Data: (i) is accurate, complete, and correct; (ii) does not infringe upon or violate the proprietary or intellectual property rights including trade name, trademark, copyrights, or patent interests of any third party, and that Customer has obtained any necessary consents to share the Customer Data; (iii) does not contain obscene, unlawful, harassing, defamatory, discriminatory, or libelous content.
   6. **CloudPro Obligations.** To the extent it hosts Customer Data, CloudPro agrees to implement and maintain reasonably appropriate safeguards and security measures designed to meet the requirements of all laws and regulations of the United States, and any state thereof, applicable to CloudPro’s use, reuse, non-disclosure and protection of such Customer Data.
3. **Professional Services.**
   1. **General.** Professional Services may be performed by CloudPro’s employees and/or by CloudPro-approved subcontractors. The successful and timely rendering of the Professional Services requires the good faith cooperation of Customer. Customer shall provide reasonable cooperation to CloudPro, including, without limitation, making available, as may be reasonably required or requested: (i) information concerning Customer’s business as it relates to the Professional Services; (ii) qualified personnel of Customer; and (iii) sufficient access to Customer’s facilities and systems; provided that the foregoing shall be provided so as not to unreasonably disrupt Customer’s business. Where Customer Data is required to perform the Professional Services, and unless specified otherwise in the Statement of Work, Customer must provide such Customer Data in a timely fashion and in no more than ten (10) business days. The Professional Services and Charges are dependent upon such timely cooperation by Customer and CloudPro will not be liable for delays caused by Customer’s breach of this Subsection 3.1.
   2. **Statement of Work.** Some Professional Services may require that CloudPro and Customer agree to a more comprehensive description than that contained in an Order. In such cases, the Parties may include such description in the Statement of Work which may contain an estimated amount for such services.
   3. **Acceptance.** Unless otherwise specified in the Order, the Professional Services and all resulting deliverables, including CloudPro Solutions in the case of configuration or implementation, shall be deemed accepted by Customer on payment or ten (10) business days after performance or delivery, whichever occurs first. In no event will acceptance or payment be unreasonably withheld, conditioned or delayed.
   4. **Change Management.** Additions or deletions to the number of resources or changes to the duration or scope of performance under an existing Order and/or Statement of Work shall require the execution of a change Order and/or Statement of Work which amends the original. No change requests by either Party shall take effect until such Order and/or Statement of Work has been accepted and fully executed by the Parties, and the project will continue according to the current Order and/or Statement of Work until any change is effective.
   5. **Customer Premises.** Wherever possible, the Professional Services will be performed remotely, such as project management, preparation for onsite events, and conversion services.  CloudPro’s personnel may perform certain Professional Services at Customer’s premises from time to time as mutually agreed to by CloudPro and Customer. In such instances, Customer agrees to provide working space and facilities and any other services and materials CloudPro or its personnel may reasonably request in order to perform such Professional Services, and to take reasonable precautions to prevent injury to persons or property, and CloudPro agrees to follow any and all reasonable safety and on premise policies of Customer so long as such policies are communicated to the CloudPro personnel in a timely fashion.
   6. **Timeframe and Start of Professional Services.** Unless specified in the Statement of Work, CloudPro will contact Customer within ten (10) business days of the Order Effective Date with the estimated start date for the Professional Services. Professional Services provided on an expedited basis or off hours may require coordination with CloudPro and additional Charges may be required. Scheduling and delivery of final deliverables is dependent upon a mutually agreed timeline and resource availability. All Professional Services must be delivered within twelve (12 months) from the Order Effective Date unless expressly stated otherwise in the Order.  If an Order includes an implementation, and that implementation is not scheduled within twelve (12) months after the Order Effective Date, then the Order shall expire and all payments made under the Order shall be non-refundable.
      1. **Late Rescheduling.** Where Customer requests Professional Services to be rescheduled within ten (10) or fewer business days prior to the delivery of onsite Professional Services, CloudPro shall be entitled to invoice and Customer agrees to pay a one-time reschedule fee of five thousand dollars ($5,000 USD) per scheduled onsite CloudPro resource which shall be in addition to the applicable Charges.
   7. **Subcontractors.** CloudPro may enter into subcontracts with third parties or affiliates for the performance of any of CloudPro's duties or obligations under this MSA.
   8. **Offshore Work.** CloudPro represents and warrants that it will maintain all Customer Data, including personable identifiable information, Onshore and limit access to Customer Data to CloudPro employees providing services Onshore until Customer provides CloudPro written authorization to permit transferring Customer Data Offshore and/or allow access to Customer Data from Offshore. CloudPro represents and warrants that physical and data security applicable to services provided Offshore fully complies with CloudPros' overall network, application and data security standards. CloudPro represents and warrants that CloudPro restricts the ability of Offshore personnel from using computers or other electronic devices that allow Customer Data to be downloaded or print Customer Data and prohibits Offshore personnel from using flash drives or other similar devices.
4. **Ownership.**
   1. **CloudPro Materials.** CloudPro exclusively owns all right, title and interest in and to the CloudPro Solutions including, but limited to, (i) De-Identified Data; (ii) associated intellectual property rights; (iii) all improvements or modifications; (iv) all deliverables provided to Customer; and (v) all feedback, suggestions, or ideas provided by Customer relating to the CloudPro Solutions during the course of the business relationship. Except for the limited License rights explicitly set forth in the Agreement no right, title or interest in or to the above list is granted or otherwise transferred to Customer.
   2. **Customer Data.** Customer exclusively owns all right, title and interest in and to the Customer Data, including where contained or stored in the CloudPro Solutions as provided to CloudPro and subject to Subsection 4.3. CloudPro may use Customer Data as necessary to fulfill its obligations under this Agreement and for any other lawful internal business purpose including in connection with developing or enhancing new or existing CloudPro Solutions, subject to Section 10, Confidentiality.
   4. **De-Identified Data.**  CloudPro shall have the right to access, compile, and aggregate information supplied by Customer, including Customer Data, into De-Identified Data. CloudPro shall own all De-Identified Data. CloudPro may use or distribute such De-Identified Data for any lawful purpose, including without limitation, analytics, benchmarking and research purposes.
5. **Equipment.** Equipment must be provided by Customer in compliance with all Documentation and technical requirements. CloudPro assumes no liability for Customer’s equipment.
6. **Third Party Solutions.** The CloudPro Solutions may include Third Party Solutions, which must be obtained by Customer either directly from its original third party licensor or from CloudPro. Customer may use the Third Party Solutions solely in conjunction with the applicable CloudPro Solutions subject to the Agreement. Third Party Terms may apply, which may be updated from time to time, and Customer is responsible for compliance. CloudPro will pass through to Customer, to the fullest extent possible, any warranties and indemnities that CloudPro receives from licensors of Third Party Solutions, however, if no warranty or indemnification is provided by the third party to CloudPro, then CloudPro does not provide a warranty or indemnification of Third Party Solutions. In the event CloudPro provides Third Party Solutions to Customer, Customer consents to the sharing of its contact information to the third party for its lawful use.
7. **CloudPro User Group.** Customers may be provided access to a CloudPro User group community where they can interact with other Users. Customer agrees that CloudPro may provide Customer information such as its business name; primary contact name; contract information, such as email address or phone number; and the names of products licensed by Customer to the applicable CloudPro User group.
8. **Charges, Payment and Taxes.**
   1. **Payment.** Customer shall issue payment of undisputed amounts net 45 days post the receipt of CloudPro’s invoices.
   2. **Price Increases**. After the Initial Term, if the term of any Order is renewed, the monthly subscription amount shall increase on the anniversary of each renewal term by one percent (1%) above the prior term.
   3. **Third Party Charges.** CloudPro Solutions may include third party Charges which flow through CloudPro, but which are controlled by the third party. Changes to such third party Charges may occur without notice and be backdated to the original date imposed by the third party on CloudPro.
   4. **Taxes**. All fees are exclusive of, and Customer shall be responsible for, all applicable taxes, levies, or duties, excluding taxes based solely on CloudPro’s income. Customer will pay all fees free and clear of, and without reduction for, any VAT, GST, withholding, or similar taxes; any such taxes imposed on payments of fees will be Customer’s responsibility, and Customer will provide receipts issued by the appropriate taxing authority to CloudPro on request to establish that such taxes have been paid.
   5. **Subpoenas / Service of Process Documentation Requests.** CloudPro may require Customer to pay for all costs directly incurred by CloudPro in connection with responding to any subpoena or other legal process if directly related (i) to the CloudPro Solutions provided to Customer under the Agreement or (ii) specifically requested by Customer. Any Charges incurred under this Section shall be subject to CloudPro’s current time and materials flat rate for Professional Services.
   6. **Failure to Pay**. If Customer fails to pay any amount within forty-five (45) days of the due date CloudPro may suspend the applicable CloudPro Solutions related to Customer’s failure to pay. During any suspension, CloudPro’s obligation to provide such CloudPro Solutions shall cease until such time as Customer becomes current on its payment of the applicable Charges (including all past due amounts, costs of collection and applicable late payment fees). In the event of a default in the payment of an invoice, Customer will be responsible for all of CloudPro’s costs of collection, including, but not limited to, court costs, filing fees and reasonable attorneys’ fees.
9. **Term and Termination.**
   1. **Term.** The Initial Term of this Agreement shall be extended to 24 months from the Effective Date of the Agreement, the Agreement shall then automatically renew for additional Renewal Terms of 12 months unless either Party provides notice of its intention not to renew, in whole or in part, by providing written notice at least ninety (90) days’ prior to the expiration of the Initial Term or any Renewal Term. CloudPro may terminate the Agreement and any Order or Statement of Work in whole or in part upon six (6) months’ written notice to the Customer in relation to a CloudPro Solution which is being discontinued by CloudPro. CloudPro, in its sole discretion, may either (i) replace the discontinued CloudPro Solution with a substantively similar CloudPro Solution, or (ii) provide a pro-rata refund of any pre-paid Charges that are not non-refundable and future invoices will no longer include the discontinued product.
      1. **Add-on Orders.**  The Term for Add-on Orders will join the then current Term of the original Order and the CloudPro Solutions will renew for the Renewal Term as specified on the Add-on Order.
   2. **Maintenance Services.** For In-House Software, Maintenance may be terminated separately from the applicable Licenses. Unless otherwise specified in an Order, Maintenance for In-House Software shall commence on the Order Effective Date and continue for the Term. CloudPro shall have the right to terminate Maintenance at any time for any reason or no reason upon six (6) months prior written notice to Customer. The term of Maintenance for additional Licenses for CloudPro Solutions shall be the same as the term of Maintenance for already purchased Licenses. If Customer terminates and then requests CloudPro to reinstate Maintenance for any In-House Software, Customer agrees that: (i) CloudPro may reinstate Maintenance at its sole discretion; and (ii) reinstatement of Maintenance will require Customer to pay CloudPro’s then and/or current Charges for Maintenance for the prior period of inactivity before reinstatement.
   3. **Termination for Cause.** If either Party materially breaches the Agreement, the non-breaching Party may provide a written notice of termination for cause. The breaching Party shall have thirty (30) calendar days from receipt of such notice to cure the breach, provided that such breach is curable (in which case the notification must state that it is effective immediately and the basis therefor). If the breach, where curable, is not cured within such period, the Agreement will terminate as indicated in the notice. Any attempt to liquidate operations, cease operations or seek or obtain protection from creditors is deemed a material breach.
      1. **Injunctive Relief.** Each Party understands that either Party will suffer irreparable harm in the event that the Confidentiality provisions as stated in Section 10 or the Ownership provisions in Section 4 are breached and that monetary damages will be inadequate to compensate the non-breaching Party for any such breach. Accordingly, each Party stipulates and agrees that, in the event of a breach or threatened breach of such Sections, the non-breaching Party will be entitled to seek a temporary restraining order, preliminary injunction and permanent injunction, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity, in order to prevent or restrain any such breach or threatened breach.
   4. **Notice of Non-renewal or Termination for Cause.** Any notice of non-renewal or termination for cause must include the product specifications and a reference to the Order number or specific agreement for the terminated CloudPro Solutions.
   5. **Effect of Termination.** Upon non-renewal or termination for cause of an Order for any reason, Customer shall promptly discontinue use, immediately erase, and remove all copies of the CloudPro Solutions licensed to Customer pursuant to the applicable Order, return all copies of such CloudPro Solutions to CloudPro or destroy all copies and certify such destruction to CloudPro and immediately pay all Charges then due and payable to CloudPro. Following termination of the Agreement, CloudPro may i) without any liability to Customer, delete Customer Data; or ii) maintain such Customer Data for no more than one (1) year or for such time as required by applicable law, provided that CloudPro shall maintain the confidentiality of such Customer Data until such Customer Data has been destroyed. In the event CloudPro deletes any Customer Data, such copies will be destroyed in accordance with CloudPro’s back-up policies and procedures. If Customer requires extraction of Customer Data from the CloudPro Solutions such extraction will be performed at CloudPro’s then current rates for Professional Services and CloudPro may require advance payment.
   6. **Survival.** Those sections of the Agreement that reasonably should survive the termination of the Agreement shall survive the termination of the Agreement.
10. **Confidentiality.**
    1. **Confidential Information**. The Parties agree that neither shall have any obligation to maintain the confidentiality of the other Party’s information, and any information disclosed shall only be subject to a confidentiality period of less than one (1) year. Each Party shall have broad rights to use the other Party’s information beyond the scope of this Agreement, including for its own business purposes, product development, and commercial advantage. The Parties further agree that such information may be disclosed to any third party, including direct competitors, and may be used for competitive purposes without restriction. Whether or not information is marked as confidential, protected or proprietary will have no effect on the receiving Party’s ability to use or disclose such information.
    2. **Exclusions.** Confidential Information does not include information which: (i) may be or has been publicly disclosed by the Party disclosing the information either prior to or subsequent to the receipt of such information by the receiving Party; (ii) is or becomes generally known in the trade through no fault of the receiving Party; (iii) has been lawfully disclosed to the receiving Party by a third person who has lawfully acquired the Confidential Information; or (iv) was independently developed by the receiving Party without use of the Confidential Information. If the receiving Party seeks to rely on these exceptions, for any purpose whatsoever related to the other Party’s Confidential Information, such receiving Party will bear the burden of providing evidence that such information fits within an exception.
    3. **Notification Obligation**. The receiving Party will promptly notify the disclosing Party if it becomes aware of any unauthorized use or disclosure of Confidential Information and, at the disclosing Party’s request, will take such action as may be reasonably necessary and legally permissible to terminate or remedy any unauthorized use or disclosure that results from any act or omission of the Party or any of its employees, subcontractors or agents. If a receiving Party is compelled by a court or other body of competent jurisdiction to disclose the Confidential Information, to the extent legally permissible, prior to disclosure, the receiving Party shall inform the disclosing Party by written notice and shall provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the Confidential Information required to be disclosed. The receiving Party may then disclose only so much of the Confidential Information as is legally required to be disclosed.
11. **Warranty.**
    1. **General Representations and Warranties.** Each Party represents and warrants that it (i) has the legal power and authority to enter into the Agreement; (ii) will comply with any and all applicable laws including with respect to import and export control; and (iii) any person signing the Order has the express authority to enter into the Agreement for that Party and agrees to hold the opposing Party harmless for any costs or consequences of the absence of actual authority to sign.
    2. **Customer Warranties.** Customer represents and warrants that it (i) has all necessary power, authority and financial ability to perform under the Agreement; (ii) has not falsely identified itself or provided any false information to gain access to the CloudPro Solutions; (iii) provided the correct billing information; (iv) possesses all necessary consents or rights, title and interest including applicable intellectual property rights to submit the Customer Data and any other information submitted to CloudPro; (v) with regards to compliance with import and export controls, that it is not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will it transfer or provide access to software, technology, and other technical data via the CloudPro Solutions to parties identified on such lists; and (vi) has procured all necessary consents from individuals to upload personal information onto the CloudPro Solutions for processing in the United States.
    3. **CloudPro Warranties.** CloudPro warrants to Customer that (i) the material functions of the In-House Software licensed under an Order shall perform substantially as described in the Documentation for such In-House Software on the delivery date and for ninety (90) calendar days thereafter; (ii) the Online Services shall operate as described in the applicable Documentation for such Online Services; and (iii) the Professional Services shall be performed in a workmanlike manner.
    4. **Remedy.** Customer’s sole remedy and CloudPro’s sole liability for breach of a warranty shall be, with respect to the CloudPro Solutions, to repair or replace the CloudPro Solutions to bring it into compliance with its applicable warranty, and, with respect to the Professional Services, to re-perform any Professional Service to bring it into compliance with the applicable warranty.
    5. **Warranty Limitations.** The warranties provided by CloudPro under this Section 11 are limited with respect to any Claims for breach of warranty due to any of the following: (i) causes external to the CloudPro Solutions including third party telecommunications or data lines, or Customer’s systems, software, hardware or networks; (ii) Customer’s actions or inaction (other than proper use of the CloudPro Solutions) such as failing to follow the usage instructions or Documentation or adhering to the minimum recommended technical requirements; (iii) changes Customer or any third party makes to any CloudPro Solutions which are not authorized by CloudPro in advance and in writing; (iv) Customer’s failure to install updates CloudPro has provided to Customer; (v) CloudPro’s compliance with designs, instructions or specifications provided by Customer, or CloudPro’s reliance upon Customer Data; (vi) the combination, operation or use of the CloudPro Solutions with other hardware or software where the CloudPro Solutions would not by itself be infringing; (vii) any defect, infringement or non-conformity not reported by Customer within a timely fashion; or (viii) other causes not attributable to CloudPro.
    6. **No Warranty.** CloudPro does not warrant the accuracy or completeness of any information provided to it by a third party, including by the Customer directly, or that the CloudPro Solutions will meet Customer’s requirements (including but not limited to those related to legal compliance) or will achieve any particular result. Without limiting the generality of the exclusions set forth in Subsection 11.5, and except as otherwise provided in the Agreement, Customer shall be exclusively responsible for, and CloudPro makes no warranty or representation with respect to: (i) determining whether the CloudPro Solutions will achieve the results desired by Customer; (ii) training Customer’s personnel in computer operations or foundational knowledge, other than such CloudPro-provided training as may be expressly set forth in an Order; (iii) ensuring the accuracy of any input data used with the CloudPro Solutions, including (without limitation) data input to the CloudPro Solutions in conjunction with any data conversion services provided by CloudPro; (iv) Customer’s practices in relation to privacy and security controls, including encryption, on its systems, equipment or in its technology environment; or (v) establishing adequate operational backup provisions (e.g., alternate manual operation plans) in the event of a defect or malfunction that impedes the anticipated operation of the CloudPro Solutions.
    7. **No Advice**. CloudPro does not provide legal, financial, or other professional advice. Some CloudPro Solutions may contain the opinions of or information from third parties, and CloudPro is not responsible for these opinions or information. Likewise, CloudPro is not responsible for any damages resulting from any decisions of Customer, or any of its Users, employees, representatives, subcontractors, or agents which are made in reliance on the CloudPro Solutions. Customer agrees that it uses the CloudPro Solutions at its own risk in these respects.
    8. **DISCLAIMER.** EXCEPT AS EXPLICITLY PROVIDED IN THIS SECTION 11, CLOUDPRO MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THE CLOUDPRO SOLUTIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. CLOUDPRO AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT THE CLOUDPRO SOLUTIONS PROVIDED HEREUNDER SHALL BE UNINTERRUPTED OR ERROR-FREE.

CLOUDPRO IS NOT AN INSURANCE AGENT OR BROKER FOR CUSTOMER OR ANY COUNTERPARTY, CARRIER OR ANY OTHER PERSON AND DOES NOT SOLICIT, NEGOTIATE, PURCHASE OR SELL INSURANCE FOR OR ON BEHALF OF ANY USER OF THE CLOUDPRO SOLUTION OR ANY OTHER PERSON.

* 1. **By CloudPro.** Subject to Section 11, CloudPro shall defend, indemnify, and hold harmless Customer and its permitted assigns from and against any and all Claims arising out of or in connection with any third party claims that the CloudPro Solutions, in the form delivered and when used by Customer in accordance with the Agreement, infringes or misappropriates the intellectual property rights of a third party.
     1. CloudPro has the right, in its sole discretion, to do any of the following when an infringement Claim is raised: (i) obtain the right for Customer to use the allegedly infringing portion of the CloudPro Solutions, (ii) replace the CloudPro Solutions with a modified version so long as it does not decrease the functionality, or (iii) terminate the Agreement as to the allegedly infringing CloudPro Solutions. In such event, CloudPro makes no admission and disclaims all liability that any actual infringement occurred.
  2. **By Customer.** Customer shall defend, indemnify, and hold harmless CloudPro, and its permitted assigns, from and against any and all Claims, arising out of or in connection with the use of the CloudPro Solutions or the results thereof by Customer, its employees, agents and contractors, including specifically where a claim arises due to Customer’s failure to implement proper security or encryption functionality.
  3. **Indemnification Procedure.** Upon the assertion of any Claim or the commencement of any suit or proceeding against one Party (the “**Indemnified Party**”) by any third party that may give rise to an indemnification obligation or other liability of the other, indemnifying Party under this Section 12 (the “**Indemnifying Party**”), the Indemnified Party shall promptly notify the Indemnifying Party of the existence of such Claim and shall give the Indemnifying Party the option, determined in the Indemnifying Party’s sole reasonable discretion, of defending and/or negotiating a settlement of the Claim with counsel of its own selection in accordance with this Section 12. The Indemnified Party shall provide, at the Indemnifying Party’s cost, all reasonable cooperation requested by the Indemnifying Party in connection with such Claim and its defense or settlement. The consent of the Indemnified Party shall be required in the event of any settlement which involves and admission of liability and/or any equitable relief on the part of the Indemnified Party.
  4. **Exclusive Remedy.** This Section 12 states the Indemnifying Party’s sole liability to, and the Indemnified Party’s exclusive remedy against, the other Party for any Claims described in this Section 12.

1. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLOUDPRO OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) HOWEVER CAUSED AND ON ANY LEGAL OR EQUITABLE THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF CLOUDPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY BREACH OF CONDITION(S) OR FUNDAMENTAL TERM(S) OR FOR A FUNDAMENTAL BREACH (S). IN ANY CASE, CLOUDPRO’S AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT RECEIVED BY CLOUDPRO FROM CUSTOMER FOR THE SOLUTION PURSUANT TO THIS AGREEMENT PROVIDED. THIS LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL SUCH PARTY’S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT.
2. **Force Majeure.** Customer is not liable to the other or deemed in breach of the Agreement including for its failure or delay in performing any of its obligations under the Agreement during any period in which such performance is rendered impracticable, unlawful, or impossible due to circumstances beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, flood, drought, riot, disease outbreaks, sabotage, terrorism, war, invasion, embargo, strikes or other labor trouble, failure in whole or in part of suppliers to deliver materials, equipment or machinery, interruption of or delay in transportation or telecommunications or compliance with any order, subpoena, or regulation of any government entity. The provisions of this Section 14 do not apply to payment obligations for Charges.
3. **Assignment.** Neither this MSA nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this MSA will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
4. **Publicity.** CloudPro does not have the right to use Customer’s name and logo for the sole purpose of identifying it as a Customer of CloudPro Solutions. Beyond this specific right, neither Party shall publish the name, trade name, trademark or service mark of the other Party without the prior consent of the other Party, which consent may be withheld in the sole discretion of the Party.
5. **Audit Rights.** During the term of this MSA, CloudPro shall have the right to audit Customer’s CloudPro Solution to verify use. Any audit shall be held during the normal business hours and following reasonable prior notice.
6. **Miscellaneous.**
   1. **Entire Agreement.** The Agreement as modified and supplemented by any applicable amendments, Orders, and related addenda between the Parties is the complete agreement of the Parties with respect to its subject matter and supersede all prior discussions, negotiations and agreements and any earlier proposals all whether verbal or written. The Agreement shall not be amended except in a writing signed by both Parties or pursuant to or in connection with an Order or as otherwise expressly provided herein.
   2. **Third Party Beneficiaries.** Except for those third parties which have licensed software or other intellectual property to CloudPro and which is included as part of the CloudPro Solutions, no person or entity will be a third party beneficiary of the Agreement or have any right or cause of action hereunder.
   3. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws and all Claims and actions related hereto shall be brought in the appropriate state or federal court located in Denver, Colorado. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.
   4. **Notice.**
      1. **To Customer.** Notices to Customer shall be sent by certified or overnight mail to its invoicing address specified by Customer in the Order or its current address in CloudPro’s invoicing records; by means of a notice, which may be a general notice, on the Online Services; or by electronic mail to Customer’s administrator or billing e-mail address on record in CloudPro’s account information.
      2. **To CloudPro.** Notices to CloudPro shall be sent by certified or overnight mail to CloudPro, 999 18th Street, Fourth Floor, Denver, Colorado 80202, Attention: General Counsel with an electronic copy sent to [notices@CloudPro.com](mailto:notices@vertafore.com).
   5. **Arbitration.** Any dispute, Claim or controversy arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Denver, Colorado, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. This subsection shall not preclude either Party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
   6. **Independent Contractors.** The relationship of the Parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, or similar relationship, or to subject the Parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein.
   7. **No Solicitation.** Customer agrees not to directly or indirectly employ or engage or solicit for employment or engagement any personnel of CloudPro during the Term and for twelve (12) months thereafter; provided that employment resulting from a response to a general public advertisement or search engagement not specifically targeted at the relevant personnel is not precluded.
   8. **Severability.** If any provision of the Agreement is held unenforceable, the enforceability of the remaining provisions shall not be affected.
   9. **No Waiver.** Waiver by either Party of any breach or provision of the Agreement shall not constitute waiver of any other breach or provision.
   10. **Headings.** The headings in this MSA are used for convenience of reference only.
7. **Definitions**

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| Add-on Order | A subsequent Order which (i) adds functionality or features to a currently licensed CloudPro Solution, and/or (ii) amends the License Metric and/or increases the quantity related to a currently licensed CloudPro Solution. |
| Agreement | Collectively, all contract documents including the Order, Third Party Terms, Solution Terms, this MSA, amendments and any attachments to the documents, and click-through terms. |
| Charges | Collectively (i) CloudPro Solutions fees and any amounts payable as set forth on the Order, (ii) flow-through fees from third party providers as detailed on the Order, (iii) fees paid on behalf of Customer to regulatory bodies which flow through the designated CloudPro Solutions as indicated in the description or purpose, (iv) third party costs and (v) reasonable travel expenses. |
| Claim | Any and all third party claims, losses, liabilities, damages, actions, suits, proceedings, settlements, judgments, costs and expenses including without limitation reasonable attorney’s fees and any and all costs and expense of responding to any subpoena, discovery request or any other litigation-related or similar expense. |
| Confidential Information | All information, trade secrets, data and software furnished by one Party to the other in connection with the Agreement and specifically including, but not limited to (i) Customer Data, (ii) CloudPro Solutions, (iii) Third Party Solutions, (iv) the Agreement including pricing, and (v) Login details. |
| Customer | The entity listed on the Order which is purchasing CloudPro Solutions from CloudPro. Customer specifically does not include any affiliates, i.e. any entity that directly or indirectly controls, is controlled by, or is under common control with Customer, where “control” means the ownership of more than 50% of an entity’s voting securities. |
| Customer Data | All data, information or materials input into the Online Services or otherwise provided by Customer to CloudPro in connection with the Agreement, expressly including the administrator information. |
| De-Identified Data | Information that has been compiled and modified by CloudPro so that it does not include (i) any personally identifiable information of any employee, enrollee, subscriber, beneficiary, or other individual; or (ii) the identity of any employer, trade group, insured, insurer or any other entity. |
| Documentation | Technical and user documentation describing the use and operation of the CloudPro Solutions. |
| In-House Software | Software which is delivered to the Customer in object code form by electronic download or a physical medium and hosted on Customer’s systems. |
| Initial Term | The length of time referring to the Term section of this Agreement. |
| License | The limited right to use, lease, access, interface or connect with or install CloudPro Solutions pursuant to the License Metric and quantity specified on the Order. |
| License Metric | The basis for the pricing of each of the CloudPro Solutions as specified in the applicable Order, which may include, but is not limited to the following examples: access; assets; employees; interfaces; Licenses; packets; records; servers; subscriptions; storage, systems or locations; Transactions; usage, uses, Users; volume; and the like. |
| Login | Unique email address and password combination. |
| Maintenance | The provision by CloudPro of IT services, database maintenance, frequent and automatic updates and bug fixes, bandwidth, limited storage and other related support services. |
| Online Services | Services delivered by allowing Customer, including its Users, remote access to a CloudPro Solutions through the internet. |
| Order | Quote or order document or online form that lists specifics (i.e. description, pricing, etc.) of the CloudPro Solutions that Customer has ordered, including the Statement of Work if applicable. |
| Order Effective Date | Latest date on which representatives of both CloudPro and Customer have signed the Order, or when signed or submitted by Customer and acknowledged and accepted by CloudPro whether or not signed by the Parties. |
| Professional Services | A type of CloudPro Solution where CloudPro (i) converts or migrates data; (ii) installs and/or implements any CloudPro Solutions; (iii) creates enhancements or customizations of the CloudPro Solutions; (iv) provides training, consulting and/or project management services; and/or (v) uses the CloudPro Solutions or other Third Party Solutions on behalf of Customer, including for outsourced services. |
| Renewal Term | Additional term for the length of time as indicated on the Order which automatically follows the Initial Term or prior Renewal Term until the Agreement is terminated. |
| Statement of Work | The addendum to an Order or separate document which provides details and specifications relating to Professional Services. This may be referred to as a Statement of Work or SOW. |
| Solution Term(s) | Additional CloudPro Solution-specific terms available at [http://online.CloudPro.com/terms](http://online.vertafore.com/terms). |
| Term | Initial Term and any Renewal Terms. |
| Third Party Payer | The third party identified on the Third Party Payer Addendum, where applicable, which accepts responsibility for payment on behalf of Customer while such Addendum is in effect. |
| Third Party Solutions | Hardware, software and/or content (including, but not limited to, libraries of electronic publications, manuals, guides, forms, newsletters, or other reference materials) owned or licensed by third parties. |
| Transaction | A request for, exchange of or supply of data which is processed through a CloudPro Solution. |
| User | Individuals or locations that are duly authorized under the License to use the CloudPro Solutions. |
| CloudPro | The CloudPro Company(ies) which own(s) the applicable CloudPro Solution(s) specified on the Order. |
| CloudPro Solution | Collectively, all products and services provided by CloudPro to Customer, including, but not limited to In-House Software, Online Services, Maintenance, and Professional Services. |

Executed on the dates set forth herein by the undersigned authorized representatives of the parties.

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| ACME Corp  Name: [Customer Signatory]  Title: [Signatory Title]  Date: [Signature Date] | CLOUDPRO, INC., for itself and its Affiliates    Name: [CloudPro Signatory]  Title: [Signatory Title]  Date: [Signature Date] |