

# CloudConnexa End User Agreement

## (Cloud Connexa EULA)



# OpenVPN Terms of Use

This End User Agreement (“Agreement”) governs the disclosure of information by OpenVPN, Inc. (“Company”) to the OpenVPN Cloud End User (the “Recipient”) and Recipient’s use of Company’s OpenVPN Cloud (“Service”) service offering.

1. Subject to the terms and conditions of this Agreement, Company grants Recipient a nonexclusive, nontransferable license to use the Company service (“Service”) for the period designated by the user’s active free or paid subscription agreement with OpenVPN.
2. The Service enables the Recipient to create an [openvpn.com](https://openvpn.com) subdomain. The Recipient shall not:
  - (a) interfere with other customers’ access to, or use of, the Cloud Service, or with the security of the Cloud Service;
  - (b) facilitate the attack or disruption of the Cloud Service or use the Cloud Service to perform a denial-of-service attack, syn flood, unauthorized access, crawling or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware and cancelbots);
  - (c) cause an unusual spike or increase in your use of the Cloud Service that negatively affects operation of the Cloud Service;
  - (d) offer, permit or promote gambling as part of a [openvpn.com](https://openvpn.com) Site URL;
  - (e) display, transmit or otherwise make available as part of a [openvpn.com](https://openvpn.com) Site URL material that is pornographic, obscene, lewd, indecent, or vulgar;
  - (f) display, transmit or otherwise make available as part of a [openvpn.com](https://openvpn.com) Site URL material that infringes upon the intellectual property rights of others, is defamatory, violates the privacy rights of others, or is otherwise unlawful under the laws of the United States of America or any state thereof (collectively “US Laws”);

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- (g) display or transmit as part of a [openvpn.com](#) Site URL material promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals, including, but is not limited to, instructions on how to assemble bombs, grenades, and other weapons, and "Crush" sites;
  - (h) display or transmit as part of a [openvpn.com](#) Site URL material that promotes violence against or directly attack or threaten other people on the basis of race, ethnicity, national origin, caste, sexual orientation, gender, gender identity, religious affiliation, age, disability, or serious disease;
  - (i) display or otherwise use as profiles, in profile headers, or in usernames text or images that violate any of the prohibitions in (a) through (h) above.
1. Company can determine in their sole discretion that an [openvpn.com](#) subdomain in use by Recipient violates these Terms or on receipt of a notice or claim alleging that any such subdomain violates or infringes any law or third-party right, Company may disable your Service and make reactivation conditional on the Recipient submitting a new subdomain acceptable to Us. Company reserves these rights irrespective of whether or not ICANN requires You to cease using a domain.

# OpenVPN Terms of Use

2. The Recipient agrees that it will at all times hold in strict confidence and not disclose Confidential Information (as defined below) to any third party except as approved in writing by the Company and will use the Confidential Information for no purpose other than evaluating the Service. The Recipient shall only permit access to Confidential Information to those of its employees having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means all non-public materials and information provided or made available by Company to Recipient, including products and services, service and product documentation, information regarding technology, know-how, processes, software programs, research, development, financial information and information the Company provides regarding third parties.
3. The Recipient's obligations under this Agreement with respect to any portion of the Confidential Information shall terminate when the Recipient can document that: (a) it was in the public domain at the time it was communicated to the Recipient; (b) it entered the public domain subsequent to the time it was communicated to the Recipient through no fault of the Recipient; (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient; (d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient; or (e) it was developed by employees or agents of the Recipient who had no access to any information communicated to the Recipient.

# OpenVPN Terms of Use

3. After the Recipient's evaluation of the Service is complete, or upon request of the Company, the Recipient shall promptly return to the Company all documents, notes and other tangible materials and return or certify the destruction of all electronic documents, notes, software, data, and other materials in electronic form representing the Confidential Information and all copies thereof.
4. The Recipient agrees that nothing contained in this Agreement shall be construed as granting any ownership rights to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information or the Service. The Recipient will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information or the Service.
5. The Service and documentation are provided "as is" without warranty of any kind, and company and its licensors disclaim all warranties, express, implied, or statutory, including without limitation any implied warranties of title, non-infringement of third party rights, merchantability, or fitness for a particular purpose. No oral or written advice or consultation given by company, its agents or employees will in any way give rise to a warranty. The entire risk arising out of the use or performance of the Service remains with the Recipient.

# OpenVPN Terms of Use

6. Company and its licensors shall not be liable for loss of use, lost profit, cost of cover, loss of data, business interruption, or any indirect, incidental, consequential, punitive, special, or exemplary damages arising out of or related to the Service or this Agreement, however caused and regardless of the form of action, whether in contract, tort (including negligence) strict liability, or otherwise, even if such parties have been advised of the possibility of such damages. In no event will Company's aggregate liability for all claims arising out of or related to the Service in any one- year period exceed \$500.00 or the amount the Recipient has paid the Company for the Service during the one-year period prior to the date on which a claim arose, whichever is greater.
7. The Recipient will also adhere to the Company's terms of use.
8. Company's Privacy Policy (Privacy Policy) applies to the Beta Program and the Service. Recipient acknowledges and agrees that by participating in the Beta Program or by using the Service, Company may receive certain information about Recipient including personally identifiable information and Recipient hereby consents to Company's collection, use and disclosure such information in accordance with the Privacy Policy.
9. Company may, in its sole discretion, provide Recipient with certain support and consultation services with respect to the Service free of charge to assist in the evaluation and testing activities under this Agreement; provided, however, that OpenVPN is not obligated to correct any bugs, defects, or errors in the Service or otherwise support or maintain the Service. Company may discontinue any support or consulting services at any time.

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10. The Recipient's obligations under this Agreement shall survive any termination of this agreement. For other than the U.S. Government as a party, this Agreement shall be governed by and construed in accordance with the laws of the State of California, as if performed wholly within the state and without giving effect to the principles of conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in San Francisco, California and the parties hereby consent to personal jurisdiction and venue therein. The Recipient hereby agrees that breach of this Agreement will cause Company irreparable damage for which recovery of damages would be inadequate and that the Company shall therefore be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction. The Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company.