**GENERAL TERMS AND CONDITIONS**

**Cloudvaz Products and Professional Services**

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| These General Terms and Conditions govern your use of the Cloudvaz software products and professional services in the Cloudvaz order form. “We”, “our” and “Cloudvaz” means Cloudvaz Inc and “your” means the Subscriber identified in the order form.  The order form identifies the Cloudvaz products and professional services, the quantities, charges and other details of your order. The order form also refers to documents which may apply to the products or professional services you selected. The order form, any applicable referenced documents and these General Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding your order. If the terms of the order form are different from these General Terms and Conditions, the order form will have priority.  **1. License Terms.** (a) We grant a non-exclusive, non-transferable,  user license to you to use the product in your order form in the  regular course of your business. We maintain all rights of ownership to our products. Our products change from time to time. Access to certain data may be restricted Your interpretations of data are your own for which you have full responsibility. (b) software product licenses include updates (bug fixes, patches, maintenance releases) but do not include upgrades (releases or versions that include new features or additional functionality). No copying or reproduction of Cloudvaz Product is allowed. You may not modify, translate or create derivative works of our software products. (c) You may quote and excerpt from our products in your work with the appropriate cite and credit to the source. Except as provided in paragraph 1 (d), you may store data from our products in a secure internal system in the regular course of your business. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.  (d) You may not sell, sublicense, distribute, display, store or transfer  our products or any data in our products in any way that could  be used to replace or substitute for our products in whole or in part or as a component of any material offered for sale, license or distribution to third parties. You may not use any means to discern the source code of our products. (e) Your access to certain products is password protected. You are responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited. (f) You may not run or install any computer software or hardware on our products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits.  confidential information of the other party, the other party will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.  **6. Warranties and Disclaimer of Warranties**. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION. WE WARRANT THAT WE PROVIDE PROFESSIONAL SERVICES USING COMMERCIALLY REASONABLE CARE AND SKILL. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR THE LIFE OF ANY URL OR THIRD-PARTY SERVICE. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.  **7. Liability.** (a) The entire liability of Cloudvaz or any of our third party providers for all claims arising out of or in connection with the agreement will not exceed the amount of any actual direct damages up to the amounts you paid in the prior 12 months for the product that is the subject of the claim. We are not liable for special, incidental, exemplary, indirect or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill. (b) You are responsible for following all usage instructions, for adhering to the minimum recommended technical requirements, for changes you make to our product, for your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems, and for your failure to install updates. We will not be responsible if our product fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon. (c) If a third party sues you claiming that a product you licensed in the agreement infringes that party’s intellectual property right and your use of our product has been in accordance with the terms of the agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us.  You must promptly notify us in writing of the claim, supply information we reasonably request, and allow us to control the defense and settlement. We have no liability for claims that include items not provided by us.  **8. Term, Termination**. (a) The term and any renewal terms for the  products are described in the order form. (b) We may suspend or limit your use of our products or professional services or terminate the agreement if, in our sole discretion, we determine that your use may result in a risk to public safety, or that there has been a breach of security, material breach of your obligations under | **2. Cloud Products.** (a) Our Cloud products are designed to protect the content you store in them. You grant us permission to use,  store and process your content in accordance with applicable law.  Access and use of your content by our employees and contractors will be directed by you and limited to the extent necessary to deliver the cloud product. We will not disclose your content except in support of the use of the products or unless required by law. (b) We will provide notice to you of any unauthorized third-party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. (c) You are responsible for ensuring that your content does not infringe  on any intellectual property right, violate any applicable laws or the terms of any agreement. If we are notified that your content may infringe on the intellectual property rights of a third-party, we may be obligated to delete or disable it from our product under the Digital Millennium Copyright Act (17 U.S.C.A. 512).  **3. Professional Services.** The professional services applicable to your order, if any, are described in the order form or a statement of work.  **4. Privacy.** The parties will at all times process personally identifiable information (PII) you provide to us in accordance with applicable law. You confirm that you will only upload or disclose PII as permitted by applicable law. The parties will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing, or disclosure of PII. Each party will  maintain, and will require any third-party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access. PII includes any information relating to an identified natural person or a natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.  **5. Confidentiality**. Confidential information received from each other will not be disclosed to anyone else unless required by law or if necessary, to perform the agreement. The receiving party agrees that during the term of the agreement and for three years afterward, it will continue to protect the confidential information. The parties will use industry standard administrative, physical and technical safeguards to protect the confidential information. If a court or government agency orders either of us to disclose the  the agreement, material breach of any other agreement between the parties or a violation of law. If the cause of the suspension is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate the product. If you fail to take the actions or the cause cannot be remedied within 30 days, we may terminate the agreement (c) You may terminate the agreement immediately upon written notice if we commit a material breach and fail to cure the material breach within 30 days. (d) We may amend these General Terms and Conditions from time to time. (e) Upon termination, all licenses end immediately. Termination of the agreement will not relieve you of your obligation to pay us any amounts you owe up to and including the date of termination. (g) Either party may terminate the agreement in part as it relates to any software or other product or service that is licensed or ordered under the agreement if and to the extent that software or other product or service is no longer commercially available.  **9. General.** (a) You may not assign the agreement to anyone else  without our prior written consent. We will provide you with written notice if we need to assign the agreement as part of our business operations. (b) You grant Cloudvaz a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose. (c) Our products may not be exported or re-exported in violation of the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act or any other applicable laws, rules and regulations. (d) United States Government use, duplication or disclosure of our software products is subject to applicable restrictions. |