



CloudU Customer Agreement

This CloudU Customer Agreement (the "Agreement") is between Customer and CloudU.com LLC, a Colorado limited liability company ("CloudU") and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms CloudU presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer. The terms of this Customer Agreement may be modified by CloudU without notice and current terms will be posted at the Licensing Site. Continued use of the Product constitutes Customer's acceptance of modified or updated terms.

General Terms

These General Terms apply to all of Customer's orders under this Agreement. Capitalized terms have the meanings given under "Definitions."

License to use CloudU Products

- a. License grant.** Products are licensed and not sold. Upon CloudU's acceptance of each order and subject to Customer's compliance with this Agreement, CloudU grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
- b. Duration of licenses.** Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed or earlier terminated as provided in this Agreement. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.
- c. Applicable Use Rights.** For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. CloudU may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.
- d. End Users.** Customer will control access to and use of the Products by End Users and is responsible for any use of the Products including uses which do not comply with this Agreement.
- e. Affiliates.** Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against CloudU. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.
- f. Reservation of Rights.** CloudU reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement CloudU patents or other CloudU intellectual property in the device itself or in any other software or devices.
- g. Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):
 - (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;



- (2) install or use non-CloudU software or technology in any way that would subject CloudU's intellectual property or technology to any other license terms;
- (3) work around any technical limitations in a Product or restrictions in Product documentation;
- (4) separate and run parts of a Product on more than one device;
- (5) upgrade or downgrade parts of a Product at different times;
- (6) transfer parts of a Product separately; or
- (7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

PROHIBITED USES– CUSTOMER AGREES THAT IT WILL NOT USE THE PRODUCT FOR THE FOLLOWING USES (“PROHIBITED USES”) :

1) NO HEALTH INFORMATION COVERED BY THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) (“ePHI” as defined in 45 C.F.R. § 160.103) WILL BE TRANSMITTED TO OR FROM THE PRODUCT AND NO ePHI WILL BE STORED, MAINTAINED OR PROCESSED IN, THROUGH OR ON THE PRODUCT.

2) CUSTOMER SHALL NOT ALLOW ANYONE TO USE THE PRODUCT FOR ANY APPLICATION WHERE A FAILURE COULD RESULT IN DEATH, SERIOUS INJURY, ENVIRONMENTAL DAMAGE, PROPERTY DAMAGE OR OTHER MATERIAL HARM (EXAMPLES OF PROHIBITED USES INCLUDE, BUT ARE NOT LIMITED TO, MEDICAL LIFE SUPPORT DEVICES, WATER TREATMENT FACILITIES, NUCLEAR FACILITIES, WEAPONS SYSTEMS, CHEMICAL FACILITIES, MASS TRANSPORTATION, AVIATION AND FLAMMABLE ENVIRONMENTS). CLIENT ACKNOWLEDGES THAT CLOUDU MAKES NO ASSURANCES THAT THE PRODUCT IS SUITABLE FOR ANY PROHIBITED USE. CLOUDU DISCLAIMS ALL WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

CLOUDU MAY IMMEDIATELY TERMINATE ANY LICENSE WITHOUT NOTICE FOR VIOLATION OF THIS PROHIBITED USE RESTRICTION.

- h. License transfers.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify CloudU of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

Non-CloudU Products.

Non-CloudU Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-CloudU Product through a CloudU online store or Online Service. CloudU is not a party to the terms between Customer and the Publisher. CloudU may provide Customer's contact information and transaction details to the Publisher. CloudU makes no warranties and assumes no responsibility or liability whatsoever for Non-CloudU Products. Customer is solely responsible for its use of any Non-CloudU Product.

Verifying compliance.

Customer must keep records relating to Products it and its Affiliates use or distribute. At CloudU's expense, CloudU may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, CloudU may engage an independent auditor (under nondisclosure



obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that CloudU or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting CloudU's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse CloudU for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

Privacy.

- a. Personal Data.** Customer consents to the processing of Personal Data by CloudU and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to CloudU, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.
- b. Location of Personal Data.** To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which CloudU or its Affiliates, or their respective agents and subcontractors, maintain facilities. CloudU will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.
- c. Cookies.** Customer grants CloudU and CloudU third-party partners permission to place, store, and access cookies applicable to the operation of the CloudU service to End User computers

Confidentiality.

- a. Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.
- b. Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.
- c. Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
- d. Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.



- e. **Duration of Confidentiality obligation.** These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Product warranties.

a. Limited warranties and remedies.

(1) **Online Services.** CloudU warrants that each Online Service will perform in accordance with the limited warranty contained in applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(2) **Software.** CloudU warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies CloudU within the warranty term, CloudU will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.
- c. **Disclaimer.** **Except for the limited warranties above and subject to applicable law, CloudU provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Limitations on claims for damages are also contained in the applicable SLA and are incorporated herein by this reference.**

Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By CloudU.** CloudU will defend Customer against any third-party claim to the extent it alleges that a Product made available by CloudU for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by CloudU and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If CloudU is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. CloudU will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.
- b. **By Customer.** To the extent permitted by applicable law, Customer will defend CloudU and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-CloudU Product hosted in an Online Service by CloudU on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or



(2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability.

For each Product, CloudU's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

- a. Subscriptions.** For Products ordered on a subscription basis, CloudU's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.
- b. Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to CloudU, CloudU's liability is limited to direct damages finally awarded up to US\$5,000.
- c. Exclusions.** In no event will CloudU be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
- d. Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

Partners.

- a. Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from CloudU. Partners and other third parties are not agents of CloudU and are not authorized to enter into any agreement with Customer on behalf of CloudU.
- b. Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to CloudU and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from CloudU's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from CloudU. Customer may terminate the Partner's administrative privileges at any time.
- c. Support and Professional Services.** Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be CloudU. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders



placed by Customer directly with CloudU are set by CloudU, and Customer will pay the amount due as described in this section.

- a. Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing CloudU with a payment method, Customer (1) consents to CloudU's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes CloudU to charge Customer using that payment method for orders under this Agreement.
- b. Invoices.** CloudU may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to CloudU's approval of Customer's financial condition. Customer authorizes CloudU to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to CloudU. Customer may be required to provide security in a form acceptable to CloudU to be eligible for invoicing. CloudU may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify CloudU of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.
- c. Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to CloudU for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.
- d. Late Payment.** CloudU may, at its option, assess a late fee on any payments to CloudU that are more than fifteen (15) calendar days past due at a rate of two percent (2%) per month of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.
- e. Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.
- f. Recurring Payments.** For subscriptions that renew automatically, Customer authorizes CloudU to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes CloudU to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, CloudU or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.
- g. Taxes.** CloudU prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to CloudU, Customer shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that CloudU is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. CloudU shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by CloudU, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides CloudU an official receipt for those withholdings and other documents reasonably



requested to allow CloudU to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination.

- a. Term.** This Agreement is effective until terminated by a party, as described below.
- b. Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.
- c. Termination for cause.** Without limiting other remedies, it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
 - (1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.
 - (2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.
 - (3) If CloudU is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
- d. Suspension.** CloudU may suspend use of an Online Service without terminating this Agreement during any period of material breach including, but not limited to Customer engaging in Prohibited Uses. CloudU will give Customer notice before suspending an Online Service when reasonable.
- e. Termination for regulatory reasons.** CloudU may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for CloudU to continue offering the Product without modification; or (3) causes CloudU to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If CloudU terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

Miscellaneous.

- a. Independent contractors.** The parties are independent contractors. Customer and CloudU each may develop products independently without using the other's Confidential Information.
- b. Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.
- c. Amendments.** CloudU may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. CloudU may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.
- d. Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights CloudU may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-



assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

- e. **U.S. export.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to CloudU products, services, and technologies.
- f. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- g. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- h. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- i. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
- j. **Notices.** Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to CloudU must be sent to the following address:

CloudU, LLC
5299 DTC Blvd, #700
Greenwood Village, CO 80111
USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. CloudU may send notices and other information to Customer by email or other electronic form.

- k. **Applicable law.** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
- l. **Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:
 - (1) If CloudU brings the action, the venue will be where Customer has its headquarters OR the state or federal courts in Denver County, State of Colorado, USA, at CloudU's discretion.
 - (2) If Customer brings the action against CloudU or any CloudU Affiliate, the venue will be the state or federal courts in Denver City and County of Denver, State of Colorado, USA.

The parties' consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

- m. **Order of precedence.** These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.



- n. CloudU Affiliates and contractors.** CloudU may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. CloudU remains responsible for their performance.
- o. Government procurement rules.** By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

Definitions.

“Administrator Data” means the information provided to CloudU or its Affiliates during sign-up, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party. “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

“Confidential Information” is defined in the “Confidentiality” section.

“Cookie” is a data or a text file that is downloaded to your computer or mobile device when you access CloudU services. Cookies may contain text that can be read by the web server that delivered the cookie to you. The text contained in the cookie generally consists of a sequence of letters and numbers that uniquely identifies your computer or mobile device; it may contain other information as well.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to CloudU or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data.

“Licensing Site” means <http://www.cloudu.com/licensing> or a successor site.

“CloudU” means CloudU Corporation.

“Non-CloudU Product” means any third-party-branded software, data, service, website or product, unless incorporated by CloudU in a Product.

“Online Services” means CloudU-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

“Partner” means a company CloudU has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified that CloudU offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from CloudU. Product availability may vary by region. “Product” does not include Non-CloudU Products.

“Publisher” means a provider of a Non-CloudU Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“Software” means licensed copies of CloudU software identified as the Product. Software does not include Online Services, but Software may be part of an Online Service.

“use” means to copy, download, install, run, access, display, use or otherwise interact with.

“Use Rights” means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product.