Cloud Software Group

Cloud Services Terms

1. **Acceptable Use**. Customer is responsible for its Authorized Users' use of the Cloud Services. In addition to the restrictions stated in the End User Agreement ("EUA"), Customer shall not (i) knowingly or negligently access or use Products in a manner that abuses or disrupts Company networks, security systems, other accounts or Products of Company or any third party, or attempt to gain unauthorized access to any of the above through unauthorized means; (iii) transmit through or post on Cloud Services any material that is deemed abusive, harassing, obscene, slanderous, fraudulent, libelous or otherwise unlawful; (iv) upload any PHI to a Cloud Service not designated by Company as suitable for PHI.

2. **Violations of Limitations on Use**. If Customer becomes aware or receives notice from Company that any Customer Content or any Authorized User's access to or use of Customer Content violates Section 1 above or Section 2 of the EUA, Customer must take immediate action to remove the applicable part of the Customer Content or to suspend the Authorized User's access to the Cloud Services, as applicable. Company may ask Customer to remediate, and if Customer fails to comply with such request, Company may suspend the Cloud Services, and/or terminate the Agreement or applicable Order pursuant to Section 8.2 of the EUA. Company reserves the right, in its discretion, to suspend or terminate the Cloud Services or any portion thereof for non-payment of Fees.

3. **Customer Obligations**. All Customer information provided by or on behalf of Customer must be current, complete and accurate, and Customer is responsible for keeping such information updated.

4. **Customer Content and Customer Account**.

   4.1. **Customer Content**. Each party shall apply reasonable technical, organizational and administrative security measures, as appropriate relative to the Cloud Services, to keep Customer Content protected in accordance with Section 7 of the EUA. Cloud Service interaction with Customer Content varies depending on the nature of the Cloud Service. If Company reasonably believes a problem with the Cloud Services may be attributable to Customer Content or use of the Cloud Services, Customer shall cooperate with Company to identify the source of and to resolve the problem. Customer shall comply with all intellectual property laws and obligations related to the Customer Content, as well as all legal duties applicable to Customer by virtue of using the Cloud Services, including providing all required information and notices and obtaining all required consents. This Agreement states Company's exclusive obligations with respect to care of Customer Content. Company has no obligation to maintain Customer Content following termination of the Agreement or the Cloud Services. For Cloud Services that provide for download of Customer Content, Customer shall have thirty (30) days to download Customer Content after termination and must contact Company technical support for download access and instructions.

   4.2. **Customer Account**. Customer is solely responsible for (i) the configuration of Customer's Cloud Services account ("Account"); (ii) the operation, performance and security of Customer's equipment, networks and other computing resources used to connect to the Cloud Services; (iii) ensuring all Authorized Users and Devices exit or log off from the Cloud Services at the end of each session in accordance with Customer's session policy; (iv) maintaining the confidentiality of Customer's Account, Authorized User id's, conference codes, passwords, and/or personal identification numbers used in conjunction with the Cloud Services, including not sharing login information among Authorized Users; and (v) all uses of the Cloud Services that occur using Customer's password or Account. Customer will notify Company immediately of any unauthorized use of its Account or any other breach of security. Ownership of Customer's Account is directly linked to the individual or entity that completes the registration process for the Account. Customer acknowledges that Company will rely on the information provided for issues arising with the Customer Account.

4.3. **Customer Account Access/Instructions**. The Customer Account owner, and any Authorized User or Device, will have access to information in the Customer Account. Company will not provide access to any other User or Device at any time. Company may rely on instructions given by the Customer Account owner either through the Account dashboard or via email from the address on file for the Customer Account owner. Customer shall not request access to or information about an account that is not owned by the Customer. In the event of a dispute regarding Customer Account data, Company will only release information to another party other than the Customer Account owner pursuant to a court order or other notarized waiver and release as determined by Company .

4.4. **Infringing Customer Content.** Company reserves the right to delete or disable any allegedly infringing Customer Content, to have Customer terminate the accounts of Users who are repeat infringers, and to forward the information in the copyright-infringement notice to the User who allegedly provided the infringing content.

4.5. **Consent to Use Logs**. Company and its service providers may collect and use Logs for purposes of facilitating Cloud Services, including securing, managing, measuring and improving the Cloud Services. Logs may be used for purposes not specified in this Section only in an aggregated, anonymized form. “Logs” means records of Cloud Services, including, but not limited to, data and information on performance, stability, usage, security, support, and technical information about devices, systems, related software, services or peripherals associated with Customer’s use of Cloud Services.

4.6. **Suspension of Service**. Company reserves the right to suspend Customer’s access to Cloud Services if it determines, in its sole discretion, that (i) Fees for the Cloud Service have not been paid when due; (ii) Customer’s or its Users’ use of the Cloud Service is in breach of this Agreement and not cured as required by Section 8.2 of the EULA; (iii) Customer failed to timely address Company’s request to take action pursuant to Section 2 above; (iv) Customer’s use of Cloud Services or the Clouds Services poses a security or other risk to the Cloud Services or to other users of the Cloud Services; or (v) suspension is required pursuant to a subpoena, court order or other legal process. Company shall notify Customer in writing of any such suspension. Customer is responsible for all Fees incurred before or during any suspension. Company reserves the right, in its discretion, to impose reasonable Fees to restore archived data upon Customer request from delinquent Cloud Service accounts.

5. **Voice and Data Charges; Customer Connectivity**. Customer is responsible for all fees and charges imposed by Customer’s telephone carriers, wireless providers, and other voice and/or data transmission providers arising out of access to and use of the Cloud Services. If Customer’s broadband connection and/or telephone service fails, or Customer experiences a power or other failure or interruption, the Cloud Services may also cease to function for reasons outside of Company’s control.