



Cloud Service Terms

1. These Cloud Service terms apply to the Cloud Service that Licensor provides Customer access to in connection with a binding Order Form between Licensor and the Customer. Pursuant to these terms, Licensor grants Customer access to use the Cloud Service listed in the applicable Order Form solely for Customer's internal business purposes.
2. Customer is responsible for its Authorized Users use of the Cloud Service. Customer shall not (a) allow any third party to access or use the Cloud Service, (b) store or transmit infringing, libelous, indecent, harmful or otherwise unlawful or tortious material or malicious code, or store or transmit material in violation of third-party rights (including but not limited to any privacy laws and data protection laws), (c) breach or attempt to breach Licensor's or its third party providers' systems or security related to the provision of the Cloud Service, (d) interfere with or compromise the privacy, security or use of the Cloud Service, (e) cause the Cloud Service to become subject to any third party license applicable to such third party software that requires that any Licensor property or Cloud Service be (i) disclosed or distributed in source code form; (ii) made available free of charge to recipients; or (iii) modifiable without restriction by recipients. Customer must promptly notify Licensor if there is a compromise to the security of the Cloud Service.
3. Licensor regularly updates the Cloud Service and reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements, including updating any downloadable components, if applicable. Licensor will implement reasonable and appropriate measures designed to secure Customer data and Output against accidental or unlawful loss, access or disclosure, provided, however, that such measures are not intended to replace Customer's obligation to maintain regular data backups or redundant data archives. Licensor has no obligation to retain Customer data or Output after three months of the expiration or termination of the Cloud Service.
4. Notwithstanding any other warranty language to the contrary, Licensor warrants that during the Term of the Cloud Service as stated in an Order Form (the "Warranty Period"), the Cloud Service, as updated and used in accordance with the Documentation, will operate in all material respects in conformity with the functional specifications described in the Documentation. Licensor shall provide the Cloud Service in accordance with (i) the Documentation and (ii) the Maintenance level applicable to each Cloud Service. The availability of a Cloud Service may be interrupted as a result of (a) planned downtime for Maintenance (b) internet unavailability outside of Licensor's direct control, (c) negligent acts or omissions or willful misconduct by Customer or its Authorized Users or Customer's end users, or (d) use of equipment by Customer not provided or previously approved by Licensor.
5. The Cloud Service may be subject to other limitations, such as limits on disk storage space, number of calls, number of users, or third party terms of use. Any such limitations are specified in the applicable Order Form, Documentation, web-store, or website.
6. The Cloud Service may include Third Party Software or third party links. Licensor is not responsible for any exchange of data or other interaction between Customer and a third-party provider in connection with the Cloud Service, including purchase of any product or service. Customer acknowledges that Licensor has no control over the Third Party Software or links and that Customer's ability to access and use the Third Party Software or links may be limited, suspended, or terminated at any time, for any reason, at the third party service provider's discretion.
7. Customer retains copyright and any other rights Customer already holds in the Output, and Customer is responsible for protecting and enforcing those rights, as appropriate, and Licensor has no obligation to do so on Customer's behalf. Customer is solely responsible for (and Licensor has no responsibility to Customer or to any third party for) the accuracy, quality, integrity, legality, reliability, and intellectual property ownership or right to any Output that Customer, Authorized Users, or Customer's end users, uses, creates, transmits, submits, or displays while using the Cloud Service and for the consequences of Customer's actions, including any loss or damage which Licensor may suffer, by doing so on behalf of Customer. Licensor may use any Output solely as required to support Customer's use of the Cloud Service.
8. Licensor is not liable for any damages incurred by Customer or any third party resulting from misuse of the Cloud Service. Customer shall defend, indemnify and hold Licensor, its licensors, and its and their respective parents, subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all losses arising out of or in connection with a third party claim concerning (a) the Output or the combination of the Output with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the Output or by the use, development, design, production, advertising or marketing of the Output; (b) any and all losses, including without limitation, data loss or damage to hardware, software and other property arising from Customer's acts and omissions in using the Cloud Service, including (i) negligent acts or omissions or willful misconduct by Customer or its Authorized Users or Customer's end users or (ii) use of equipment by Customer not provided or previously approved by Licensor; (c) Customer's or its users use of the Cloud Service in violation of the terms of this Agreement or applicable law; or (d) a dispute between Customer and any of its users. This Section survives termination of the Agreement or any Order Form for the Cloud Service. The limitation of liability stated in the Master Terms does not apply.
9. If Licensor reasonably determines that Customer or any user violates the terms and conditions of this policy or Customer's ongoing use presents a security risk that may interfere with the proper continued provision of the Cloud Service or the operation of Licensor's network or systems, then Licensor may (a) remove any content posted or transmitted through the Cloud Service, (b) limit the number of transmissions Customer may send or receive through the Cloud Service and the bandwidth Customer may use in connection with the Cloud Service, and/or (c) suspend or terminate Customer's or any user's access to the Cloud Service. Licensor will provide Customer with advance notice if the Cloud Service is limited or suspended pursuant to this policy or the Agreement and use reasonable efforts to re-establish the affected Software Services promptly after Licensor determines, in its reasonable discretion, that the situation giving rise the suspension is cured by Customer.



10. Customer must process personal data in compliance with all applicable laws, including any law requiring a third party's consent to process personal data.