

END USER LICENSE AGREEMENT (“AGREEMENT”)

SERVICES

- a. **Grant of License.** The Customer is granted a limited, non-exclusive, non-assignable, non-transferable license to access and use the software associated with the use of the Owner’s products (“Software”) and the cloud-based services (collectively referred to as “Services”), as applicable, subject to the terms, conditions, and compliance with this Agreement. This license includes the right to use the Services via the cloud environment, and to install, run, and use the Software on designated hardware or devices, as provided by the Owner. 75F (“Owner”) retains full ownership of the Software, cloud services, and all related intellectual property, including but not limited to: source code, object code, data, algorithms, user interfaces, documentation, and any updates, modifications, or enhancements made to the Services or Software during the term of this Agreement. The Customer acknowledges that the Software License is revocable and the Cloud License may be suspended or terminated upon the Customer’s non-compliance with this Agreement, which could limit or entirely remove access to both the Software and Cloud-based Services.
- b. **Modification.** The Owner reserves the right to modify, suspend, or discontinue any aspect of the cloud Services or Software at its sole discretion. This includes, but is not limited to, altering functionalities, removing or restricting access to content, introducing new versions, or limiting the availability or usage of certain features or services. The Owner may also implement updates, bug fixes, patches, or new versions of the Software or the cloud infrastructure without prior notice or liability to the Customer. In the event of such changes, the Customer’s sole remedy shall be to discontinue use of the Software and/or the cloud Services. Updates may also include cloud infrastructure changes, updates to APIs, or changes to storage or data processing protocols, as part of the continuous enhancement of the cloud Services.
- c. **Removal of Access.** The Customer agrees that the Owner may, at its discretion, suspend or terminate the Customer’s access to the Services (both cloud-based and Software), and revoke the associated licenses for the following reasons, without liability to the Customer or any third party: (1) Breach or violation of this Agreement or any other incorporated terms, conditions, or guidelines. (2) Discontinuance, modification, or restructuring of the cloud Services or Software. (3) Technical, security, or operational issues affecting the cloud Services, including but not limited to cloud infrastructure failures, data storage errors, or API disruptions. (4) Extended inactivity of the Customer’s account, including failure to log in or use the cloud Services for a specified period. (5) Fraudulent, illegal, or unethical use of the Services, including unauthorized access to the Software or cloud resources, misuse of data, or violations of applicable laws related to cloud computing or intellectual property. In any of the above cases, the Customer’s access to both the cloud Services and the Software may be suspended or terminated immediately upon notification, without further liability
- d. **Data Storage and Security.** The Owner will implement appropriate technical and organizational measures to protect the Customer’s data hosted in the cloud environment, including encryption, secure access controls, and monitoring procedures. However, the Customer acknowledges that data security in cloud environments is a shared responsibility. The Customer is responsible for maintaining the confidentiality and integrity of its login credentials, as well as for securing any data uploaded or stored in the cloud. The Owner does not assume responsibility for any unauthorized access, data breaches, or loss of data unless directly attributable to the Owner’s negligence.
- e. **Fees.** The cloud Services and Software may be provided for a fee, as outlined in the applicable order form, cloud subscription agreement, or any other applicable agreements between the parties. The Customer agrees to pay all fees associated with the Services selected, including any fees related to cloud-based services, cloud storage, or software licensing as per the terms specified in the order form or relevant billing arrangements. Fees may be charged on a subscription basis, with charges

incurred periodically (e.g., monthly or annually), or on a one-time basis, depending on the chosen service plan.

- f. Customer Responsibilities. The Customer has the sole responsibility for the following in relation to both Software and cloud Services:
 - 1. Suitability and Performance: Determining the suitability of the Software and cloud Services for their operations, ensuring the Services meet the Customer's business needs, and verifying the expected performance, reliability, and security of the cloud infrastructure used to support the Services.
 - 2. Personnel and Training: Selecting and training personnel with the necessary expertise to operate and manage the cloud Services and Software, including ensuring proper security, data privacy, and compliance practices for managing cloud-based infrastructure and associated data.
 - 3. Access Control: Limiting access to the Services (both Software and cloud Services) to authorized personnel who require such access, and ensuring the protection of the Owner's intellectual property, confidential information, and sensitive data within the cloud environment.
 - 4. Content Accuracy: Ensuring the accuracy of any User Content (as defined in Section 2(i) below) entered into the cloud Services, and performing necessary checks or validation to confirm that such User Content or any data generated by the Services is accurate, reliable, and suitable for its intended use before utilizing or sharing it. This includes ensuring that User Content complies with all applicable laws and regulations, particularly with respect to data privacy and protection in cloud environments.
- g. Management. The Customer shall be responsible for managing all user access to the cloud services, including the creation, modification, and deletion of user accounts, authentication credentials, and permissions. The Customer shall ensure that all users comply with the terms of this Agreement and shall be liable for any breach of the Agreement by its Authorized Users (including those accessing the cloud services on the Customer's behalf). The Owner reserves the right to monitor and control access to the cloud services for compliance with applicable security protocols, including authentication and access controls.

USAGE AND LIMITATIONS

- a. System Requirements. To access and use the Services (both cloud-based and Software), the Customer must have: (1) An active account with the Owner. (2) Compatible hardware, software, or devices, including any system or platform required to run the Software or access the cloud Services. (3) A stable and accessible wireless network or other connectivity as needed to access the cloud Services. (4) High-speed or broadband internet access at the Customer's place of business or other location where the cloud Services are being accessed. (5) Any other system, hardware, or software requirements as specified by the Owner in connection with the Software and/or cloud Services. (6) The Owner does not guarantee that the Software or cloud Services will be compatible or operate with the Customer's internet service provider's plan, any specific computer, web browser, or wireless network, or any other device or equipment the Customer installs or uses in connection with the Services. The Customer is solely responsible for providing, maintaining, and ensuring the compatibility of all hardware, software, network connections, and other system requirements necessary to access and use the Software and cloud Services.
- b. Availability. The Customer acknowledges that the Services are provided over the Internet or via cloud infrastructure, and as such, the availability and quality of the Services may be subject to factors outside the Owner's control, including but not limited to internet connectivity, network congestion, cloud server availability, or third-party service dependencies. The Services may become temporarily unavailable due to technical errors, system maintenance, or other unforeseen circumstances. The Owner makes no representations, warranties, or guarantees regarding the uninterrupted availability of the Services, nor does it guarantee that the Software or cloud Services will be free of human or technological errors. The Owner will use commercially reasonable efforts

to ensure that the cloud services are available, but there may be periods of downtime for scheduled maintenance, infrastructure updates, or other circumstances beyond the Owner's control (including issues arising from third-party cloud service providers or internet connectivity). The Customer agrees that the Owner shall not be liable for any damages, losses, or disruptions resulting from the unavailability or disruption of the Software or cloud Services.

- c. Dependency on the Customer's Equipment. The Customer understands and agrees that the availability and functionality of the Services (both Software and cloud Services) are contingent upon the equipment and third-party services the Customer provides. This includes, but is not limited to, the Customer's computer, mobile devices, wireless access points, internet service provider, and cloud-based resources. The Customer acknowledges that they are responsible for any third-party charges associated with their use of the Services, including but not limited to any costs for internet access, cloud storage, or network bandwidth, and agrees to comply with all applicable terms of service and agreements related to third-party products and services.
- d. Storing Credentials. The Services (including the cloud Services) may allow the Customer to store login credentials within their web browser or cloud storage for the purpose of automatic login. However, if unauthorized persons gain access to the Customer's computer, cloud account, or browser, they may be able to access the Customer's Services account. The Customer assumes full responsibility for any damages resulting from unauthorized access or use of the Software or cloud Services, and the Owner shall have no liability for any loss, damage, or unauthorized use of the Customer's account.
- e. No Emergency Services. The Customer acknowledges and understands that the Services, whether used independently or in conjunction with third-party products or services, are not designed to contact emergency services such as fire departments, medical assistance, or law enforcement. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE CUSTOMER SHOULD NOT RELY ON THE SOFTWARE OR CLOUD SERVICES FOR EMERGENCY RESPONSE MANAGEMENT OR TO OTHERWISE INCREASE OR IMPROVE SAFETY AT THE CUSTOMER'S PLACE OF BUSINESS.
- f. Notifications. The Customer may configure the Services (including the cloud Services) to receive notifications. However, the Customer acknowledges that notifications are not guaranteed to be 100% reliable or timely. The Owner does not represent, warrant, or guarantee that notifications will be received, or that they will be delivered in a timely manner. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE CUSTOMER SHOULD NOT RELY ON THE CLOUD SERVICES OR SOFTWARE FOR NOTIFICATIONS TO INFORM THE CUSTOMER OF AN EMERGENCY OR ANY OTHER CRITICAL SITUATION.
- g. Energy Efficiency and Cost Savings. The Owner does not guarantee any specific level of energy efficiency or cost savings as a result of using the cloud Services, Software, or associated hardware. Any estimates or advice provided regarding energy savings are based on various factors outside the Owner's control, including system configuration, hardware, and usage patterns. The Customer acknowledges that the Owner shall not be liable for any damages or losses if the Customer does not experience expected energy efficiency or cost savings from the Software or cloud Services.
- h. Compatibility. The cloud Services and Software may integrate with or be compatible with third-party products and services. Access to or use of third-party services will be governed by separate agreements between the Customer and the respective third-party provider. The Owner makes no representations or warranties regarding the Customer's use of such third-party products, and the Owner shall not be liable for any damages resulting from the use of third-party services, including but not limited to the compatibility of third-party cloud services with the Software. The Customer understands that the Owner may need to disclose certain information to third-party providers, which will be done in accordance with the Owner's privacy policy.
- i. Content. The Services (including both cloud Services and Software) may provide access to various forms of content, including, but not limited to, software, text, images, audio, and videos, which may be protected by intellectual property laws (the "Content"). The Customer agrees not to remove

or obscure any proprietary notices contained in or on the Content. User-generated content, including but not limited to data, text, images, and files ("User Content"), remains the property of the Customer. However, by submitting User Content to the Owner via the Services, the Customer grants the Owner a limited, non-exclusive, transferable, royalty-free, worldwide license to use, modify, reproduce, distribute, create derivative works, and display the User Content for the purpose of providing and improving the Services (both cloud-based and Software). The Owner reserves the right to remove User Content at its sole discretion and without prior notice to the Customer.

- j. User Content Restrictions. The Customer may not upload, post, or transmit any User Content through the cloud Services or Software that: (1) Violates or infringes upon the intellectual property, privacy, or proprietary rights of the Owner or any third party; (2) Is offensive, obscene, defamatory, abusive, or otherwise objectionable; (3) Violates any applicable laws, regulations, or ordinances; (4) Compromises the security, integrity, or proper functioning of the cloud Services, Software, or any related systems.

The Owner reserves the right to remove or suspend any User Content that violates these restrictions, and to take appropriate actions to protect the integrity and security of the Services.

- k. No Responsibility. The Owner is not responsible for the Customer's use or misuse of Content or any other materials transmitted, stored, or accessed via the cloud Services or Software. The Owner reserves the right to modify, amend, or delete any Content that it deems to violate the terms of this Agreement, at its sole discretion. The Customer agrees to use the Services and submit User Content at their own risk. The Owner shall not be liable for any loss, damage, or legal violations resulting from the Customer's use of Content or Services.
- l. Feedback. The Owner welcomes the Customer's feedback, suggestions, or comments regarding the Services (both cloud Services and Software) or any of the Owner's products or services (collectively, "Feedback"). Upon submission, the Feedback becomes the exclusive property of the Owner, and the Owner may use, modify, and distribute such Feedback without any obligation to compensate the Customer. The Customer hereby assigns all rights, including intellectual property rights, in the Feedback to the Owner, and waives any moral rights in the Feedback.
- m. Links. The Services (including cloud-based and Software) may contain links to third-party websites or resources. The Owner does not control these external websites and is not responsible for their availability, content, or privacy practices. The Customer acknowledges that the Owner is not liable for any damage or loss caused by or related to the use of such external sites. The Customer is encouraged to review any applicable terms of service and privacy policies of third-party websites.

PROHIBITED USES

The Customer shall not, directly or indirectly, or permit any third party to:

1. License, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available any portion of the Services (including both cloud-based Services and Software) in any way, including for use in cloud environments, without prior express written consent from the Owner. This applies to both the cloud license and software license granted to the Customer.
2. Copy, modify, adapt, alter, translate, create derivative works from, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, structure, sequence, or ideas upon which the Software or cloud Services are based, including any cloud-related infrastructure or underlying code of the cloud platform.
3. Use the Services (both cloud-based Services and Software) or any Content to develop a competing service, platform, product, or application, whether cloud-based, software-based, or otherwise.
4. Use any device, software, routine, or procedure intended to damage, disable, overburden, or otherwise interfere with the proper functioning of the Services (both cloud-based and Software), servers, or networks connected to the Services, or take any action that disrupts the use of the Services by others.
5. Decrypt, create internet links to, "frame," or "mirror" the Services on any other server or wireless device, or otherwise access the Services by any means other than through the interface provided by

the Owner. This includes unauthorized access to cloud Services or any associated software components.

6. Merge the Services (whether Software or cloud Services) or any components thereof with any other software, database, service, or cloud solution not provided or approved by the Owner.
7. Circumvent or attempt to circumvent any electronic protection measures, authentication systems, or access control mechanisms in place to regulate or control access to the Services, whether cloud Services or Software, or any Content provided through the Services.
8. Use the Services (both cloud Services and Software) for any unlawful purposes, including but not limited to infringing upon the intellectual property rights of any party, violating privacy laws, or engaging in illegal activities within the cloud environment or through the Software.
9. Develop, distribute, or sell any software, tool, or functionality capable of launching, being launched from, or otherwise integrated with the Software or cloud Services.
10. Use any bot, spider, or other automatic or manual device or process for the purpose of harvesting, compiling, or collecting information from the Services (including cloud-based data or Software) for any reason, including data mining, competitor analysis, or other similar activities.
11. Access or attempt to access any other person's account or data stored within the Services, including cloud-based databases or resources, without proper authorization.
12. Use any Content made available through the Services (whether cloud Services or Software) in any manner that misappropriates any trade secret or infringes upon any copyright, trademark, patent, rights of publicity, or other proprietary right of any third party.
13. Introduce into the Services (both Software and cloud Services) any virus, malware, Trojan horse, worm, or other malicious code, software routines, or hardware components that are designed to disrupt, damage, or permit unauthorized access to the Services, or cloud-based infrastructure.
14. Introduce any time bomb, backdoor, drop-dead device, or other software routine designed to disable a computer program, cloud platform, or access control mechanism after a certain time or under unauthorized control.
15. Delete, modify, hack, or otherwise attempt to alter the Services (whether cloud-based or Software), Content, or any notices or disclaimers within the Services.
16. Connect to or access any computer system or network of the Owner (including Owner's cloud infrastructure) other than the Services, without permission. This includes unauthorized access to internal systems, databases, or proprietary software tools of the Owner.
17. Impersonate any other individual or entity in order to use or gain unauthorized access to the Services (both cloud-based Services and Software), or any associated Content, data, or accounts.
18. The license is limited to the Customer's internal business purposes and may not be sublicensed, sold, or transferred without the prior written consent of the Owner. The Customer shall not, directly or indirectly, use the cloud services to host, operate, or distribute third-party applications unless explicitly authorized.

The Owner reserves the right to investigate and prosecute violations of any of the above, to the fullest extent of applicable law. The Owner may involve and cooperate with law enforcement authorities in prosecuting users who violate these terms.

USER REPRESENTATIONS

- a. General Representations. The Customer represents and warrants to the Owner that:
 1. Eligibility: The Customer is over the age of 18, or otherwise has the full legal power and authority to enter into and perform the Customer's obligations under this Agreement, both in relation to cloud-based Services and the Software license.
 2. Accurate Information: All information provided by the Customer to the Owner is truthful, accurate, and complete, and the Customer agrees to maintain this accuracy throughout the duration of the Agreement, including any data or content entered into or accessed via the cloud Services or Software.

3. **Compliance with Agreement:** The Customer will comply with all terms and conditions of this Agreement, as well as any additional agreements applicable to the use of the Services (including both cloud-based Services and Software), including feedback provided or content uploaded to the cloud Services or any Software components.
 4. **Updated Information:** If applicable, the Customer will provide and maintain accurate and complete contact information, including legal name, email address, and any other details required by the Owner for communication regarding cloud-based services or Software.
 5. **No Conflict with Other Agreements:** The Customer's use of the Services (including both cloud-based Services and Software) will not violate or breach any other agreement, contract, or applicable law to which the Customer is subject, including any third-party licensing or usage restrictions.
 6. **Disclosure of Information:** The Customer will immediately notify the Owner if the Customer's contact information, or any other details provided to the Owner in relation to the cloud Services or Software, have been disclosed or otherwise compromised.
 7. **Non-Competition:** The Customer will not use the Services (including both cloud-based Services and Software) to gain competitive intelligence regarding the Owner, the Services, or any cloud products or services offered via the cloud or Software, nor will the Customer use the Services to develop or deploy competing products or services.
- b. **Feedback Representations.** In the event that the Customer provides any Feedback to the Owner via the Services, including in relation to cloud-based Services or Software, the Customer makes the following additional representations and warranties:
1. **Ownership of Feedback:** The Customer is the sole owner of such Feedback or otherwise has the right to grant the Owner the licenses or assignments as stipulated under this Agreement, without any third-party encumbrances, with respect to both cloud and Software components.
 2. **Required Consents:** The Customer has obtained all necessary consents, clearances, or permissions required to provide the Feedback and to grant the licenses or assignments under this Agreement, including any relevant cloud-based or software-related permissions.
 3. **No Infringement:** The Feedback does not infringe upon the rights of any third party, including intellectual property, privacy, or publicity rights, and does not contain any personally identifiable information in violation of privacy laws or third-party rights, whether in the cloud environment or related to Software.
 4. **No Harm:** The use of the Feedback will not result in harm, personal injury, or legal liability to any third party, including those accessing or using the cloud-based Services or Software.
 5. **Accuracy of Information:** All factual information contained in the Feedback is truthful and accurate, particularly with respect to cloud Services and Software, and any associated functionality or feature.

DISCLAIMERS

- a. **Defects and Availability.** The Owner uses reasonable efforts to maintain the Services, including both the cloud-based platform and Software, but the Owner shall not be responsible for any defects, failures, or interruptions in the Services, including any components of the cloud infrastructure or Software, or any damages arising from such defects. The Services may be temporarily unavailable for reasons including, but not limited to: (1) Equipment malfunctions or failures; (2) Periodic maintenance procedures or repairs, including updates to cloud infrastructure or Software; (3) Causes beyond the Owner's control or those which are unforeseeable, including external events affecting the cloud environment or software functionality.
- b. **Disclaimers of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, INCLUDING CLOUD INFRASTRUCTURE, SOFTWARE, AND ANY RELATED CONTENT, ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND THE CUSTOMER'S

USE IS AT THEIR SOLE RISK. THE OWNER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE OWNER DOES NOT GUARANTEE THAT THE SERVICES (INCLUDING BOTH CLOUD-BASED SERVICES AND SOFTWARE) WILL MEET THE CUSTOMER'S SPECIFIC REQUIREMENTS, NOR DOES IT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. THE OWNER DOES NOT WARRANT THAT THE RESULTS FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY CONTENT OR MATERIALS OBTAINED THROUGH THE SERVICES WILL MEET THE CUSTOMER'S EXPECTATIONS. ANY CONTENT OR MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICES, INCLUDING BOTH SOFTWARE AND CLOUD-BASED SERVICES, IS DONE AT THE CUSTOMER'S SOLE RISK. THE OWNER WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM SUCH DOWNLOADS, INCLUDING THE IMPACT OF USING OR RELYING ON CLOUD-BASED SERVICES OR SOFTWARE. NO ADVICE OR INFORMATION OBTAINED BY THE CUSTOMER THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR UNDER THIS AGREEMENT

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND IN ADDITION TO THE WARRANTY DISCLAIMERS SET FORTH ABOVE, IN NO EVENT SHALL: (A) THE OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, INCONVENIENCE, COMMERCIAL LOSS, OR ANY OTHER INTANGIBLE LOSS (INCLUDING, WITHOUT LIMITATION, DAMAGE ARISING FROM THE LOSS, CORRUPTION, OR UNAVAILABILITY OF CLOUD-BASED DATA OR SERVICES), EVEN IF THE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (B) THE OWNER'S ENTIRE AGGREGATE LIABILITY, AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE) SHALL NOT EXCEED THE FEES ACTUALLY PAID BY THE CUSTOMER TO THE OWNER OR THE OWNER'S AUTHORIZED RESELLER OR DISTRIBUTOR FOR THE SERVICES (INCLUDING HARDWARE, CLOUD STORAGE, OR CLOUD SERVICES) AT ISSUE DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO THE CUSTOMER.

INDEMNIFICATION

The Customer agrees to defend, indemnify, and hold harmless the Owner, its officers, members, managers, employees, agents, contractors, affiliates, and cloud service providers (including third-party hosting services, cloud infrastructure providers, and platform-as-a-service providers) from and against any and all

claims, liabilities, damages, losses, demands, expenses (including attorney's fees), or costs arising out of or in any way connected with:

- (a) The Customer's use (or misuse) of the Services, including cloud services, infrastructure, or any hardware provided by the Owner,
- (b) The Customer's violation or breach of any terms of this Agreement,
- (c) The Customer's violation of any applicable laws, including data protection, cloud security, intellectual property laws, or any third-party service provider terms of use,
- (d) The Customer's negligence, willful misconduct, or failure to secure sensitive data in connection with the use of cloud-based services or other services provided through the Owner's platform,
- (e) Any failure by the Customer to comply with cloud-specific terms of service or access controls related to the Owner's cloud infrastructure.

INJUNCTIVE RELIEF

The Customer acknowledges and agrees that a breach of this Agreement would cause irreparable harm to the Owner that would be difficult to ascertain and that such harm could not be fully remedied by monetary damages alone. Therefore, the Customer agrees that the Owner shall be entitled to seek injunctive relief (including, but not limited to, a restraining order or specific performance), without the necessity of posting a bond or proving actual damages, in addition to any other rights or remedies that the Owner may have in the event of a breach of this Agreement, including those arising from the misuse or unauthorized access to cloud-based services, data, or infrastructure. All remedies available to the Owner are cumulative, and the pursuit of one remedy will not preclude the Owner from pursuing any other remedies under applicable law.

SOFTWARE AND CLOUD UPDATES

The Owner may, from time to time, develop and release updates, upgrades, patches, and other software modifications for the Software, which may include updates to cloud infrastructure, security protocols, and application features ("Software Updates"). The Owner may install such updates automatically, including updates to cloud-based services, without prior notice or consent from the Customer, and the Customer hereby consents to the automatic installation of Software Updates as part of the Services. Should the Customer not agree to the installation of any Software Update, the Customer's sole remedy shall be to discontinue use of the relevant Software and/or cloud-based services. The Customer agrees to promptly install any Software Update as prompted by the Owner to maintain security, functionality, and performance of the Services, including cloud-related services and data storage.

Cloud-related updates may involve changes to underlying cloud infrastructure, server resources, and data storage protocols. The Customer acknowledges and agrees that such changes may be necessary to maintain the integrity, security, and efficiency of the cloud-based services.

OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Software, including but not limited to, images, trademarks, service marks, logos, and icons displayed on or related to the Software (whether delivered via the Owner's cloud-based platform or otherwise), are the exclusive property of the Owner. These intellectual property rights are protected by applicable copyright, trademark, and other intellectual property laws. No part of the Software or cloud-based services may be reproduced, modified, distributed, or otherwise used without the prior written consent of the Owner.

The Software is licensed, not sold, to the Customer, and any access to cloud resources provided as part of the Services is governed solely by this Agreement. There are no implied licenses granted under this Agreement, and the Owner retains all rights to the Software and associated cloud-based technologies, including but not limited to, software updates, cloud infrastructure, APIs, and services.

Any feedback, suggestions, or ideas provided by the Customer regarding the Software, the Services, or any cloud-based component will become the exclusive property of the Owner, and the Owner may use, copy, distribute, and modify such feedback without any compensation to the Customer. The Customer hereby

irrevocably assigns all rights, title, and interest in and to the feedback, including all associated intellectual property rights, to the Owner.

CONFIDENTIAL INFORMATION

The Customer agrees to protect and maintain the confidentiality of the Software, any information classified by the Owner as confidential, and any proprietary or commercially sensitive information, whether in physical or cloud-based form, disclosed by the Owner (“Confidential Information”). The Customer agrees to take measures no less stringent than those used by the Owner to protect the Confidential Information from unauthorized use or disclosure.

The Customer shall not, except as expressly authorized by the Owner, use, disclose, or disseminate the Confidential Information during the term of this Agreement or beyond, including source code, cloud configurations, API keys, security protocols, or any data stored within cloud systems.

These confidentiality obligations do not apply to information that:

- a. Was previously known to the Customer without restriction,
- b. Becomes publicly available through no fault of the Customer,
- c. Is disclosed to the Customer by a third party not bound by confidentiality obligations, or
- d. Is independently developed by the Customer without reference to the Confidential Information.

If the Customer is required by law to disclose Confidential Information (such as pursuant to a subpoena or court order), the Customer must notify the Owner in advance, as permitted by law, to allow the Owner the opportunity to limit or prevent such disclosure.

CHANGES TO THE TERMS

The Owner reserves the right, at its sole discretion, to modify, update, or amend the terms of this Agreement at any time. The Owner will make reasonable efforts to notify the Customer of any such changes, either directly or through its authorized resellers or distribution partners. All modifications will be effective immediately upon posting, unless otherwise stated. The Customer’s continued use of the Services, including any cloud-based resources, after such modifications shall constitute acceptance of the revised terms.