

General Terms and Conditions – Moro Cloud

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This agreement ("**Agreement**") is a binding contract between you ("**Customer**," " **you**," or "**your** ") and **Data Hub Integrated Solutions Moro LLC** ("**Moro Hub**," "**we**," or "**us**" "our"). This Agreement governs your access to and use of the Cloud Services (as defined below).

This Agreement takes effect when you sign Moro Hub's Proposal (the "**Effective Date**"). By signing Moro Hub's Proposal: (a) you acknowledge that you have read and understand this Agreement; (b) represent and warrant that you have the right, power, and authority to enter into this Agreement and, if entering into this Agreement for an organization, that you have the legal authority to bind that organization; (c) accept this Agreement and agree that you are legally bound by its terms. We may ask you to sign a Proposal electronically using an online electronic signature (whatever form the electronic signature takes). You agree that this method of signature is as conclusive of our intention to enter into a contract as if the Proposal was signed by hand.

1. Definitions.

(a) "**Authorized User**" means you and your employees, consultants, contractors, and agents (i) who are authorized by you to access and use the Cloud Services under the rights granted to you pursuant to this Agreement and (ii) for whom access to the Cloud Services has been purchased hereunder.

(b) "**Cloud Services**" means *Moro Cloud*, a public cloud service operated by Moro Hub and governed by this Agreement and the service schedules hosted on Moro Hub's website <https://www.morohub.com/views/legal.aspx> (**Our Website**) and reflected in our Proposal.

(c) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services.

(d) "**Documentation**" means Moro Hub's user manuals, handbooks, and guides relating to the Cloud Services provided by Moro Hub to Customer either electronically or in hard copy form/end user documentation relating to the Cloud Services available at Our Website.

(e) "**Moro Hub IP**" means the Cloud Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Moro Hub IP includes Aggregated Statistics and any information, data, or other content derived from Moro Hub's monitoring of your access to or use of the Cloud Services but does not include Customer Data.

(f) "**Proposal**" means Moro Hub's technical & commercial proposal or any other document setting out an offer from Moro Hub to provide you with Cloud Services.

(g) "**Third-Party Products**" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Cloud Services.

(h) "**Vendor**" means a third party vendor we may work with, or appoint, to provide the Cloud Services.

2. Access and Use.

(a) **Provision of Access.** Subject to your payment of Fees and compliance with the terms and conditions of this Agreement, Moro Hub grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the Term solely for your internal business operations by Authorized Users under the terms and conditions herein. Moro Hub shall provide you the necessary passwords and access credentials to allow you to access the Cloud Services.

(b) **Documentation License.** Subject to the terms and conditions contained in this Agreement, Moro Hub hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Cloud Services.

(c) **Use Restrictions.** You shall not permit any Authorized Users to use the Cloud Services, any software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services, any software component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule; or (vi) resell, give, divulge usernames and passwords or transfer an interest in the Cloud Services to an individual or third party, subsidiary or parent company entity.

(d) **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Moro Hub and Vendor may monitor your use of the Cloud Services and collect and compile data and information in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("**Aggregated Statistics**"). As between Moro Hub and you, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Moro Hub. You acknowledge that Moro Hub may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that Moro Hub may (i) disclose Aggregated Statistics to competent authorities in compliance with Governing Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under Governing Law; and (iii) provide Aggregated Statistics to the Vendor for the purpose of providing you with technical support; provided always that such Aggregated Statistics will not identify you, or your Confidential Information.

(e) **Reservation of Rights.** Moro Hub reserves all rights not expressly granted to you in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Moro Hub IP.

(f) **Suspension.** Notwithstanding anything to the contrary in this Agreement, Moro Hub may temporarily suspend your access and any other Authorized User's access to any portion or all of the Cloud Services if: (i) Moro Hub reasonably determines that (A) there is a threat or attack on any of the Moro Hub IP; (B) your use, or any other Authorized User's use of the Moro Hub IP disrupts or poses a security risk to the Moro Hub IP or to any other customer or vendor of Moro Hub; (C) You or any other Authorized User uses the Moro Hub

IP for fraudulent or illegal activities; (D) You or any other Authorized User uses the Cloud Services for fraudulent, unlawful, obscene, offensive activities, or use as a platform to launch cyber-attacks, release harmful or virus/malware code, or sending spam, abusive, deceptive messages etc. (E) subject to Governing Law, you cease to continue your business in the ordinary course, make an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (F) Moro Hub's provision of the Cloud Services to you or any other Authorized User is prohibited by applicable law; (ii) Vendor has suspended or terminated Moro Hub's access to or use of any third-party services or products required to enable you to access the Cloud Services; or (iii) in accordance with Clause 5 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Moro Hub shall use commercially reasonable efforts to provide written notice of any Service Suspension to you and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. Moro Hub shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured. Moro Hub will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that you or any other Authorized User may incur as a result of a Service Suspension.

3. Your Responsibilities.

(a) Transition. Unless stated within Moro Hub's Proposal, you are responsible for the costs and operational scope of any tasks required to transition to using Cloud Services. This includes but is not limited to business process reengineering, data conversion, data transfer, process mapping, managed services, project management and service management.

(b) Lawful Use. The Cloud Services may not be used for unlawful, fraudulent, offensive, or obscene activity. You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on Our Website from time to time.

(c) Account Use. You are responsible and liable for all uses of the Cloud Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Cloud Services and shall cause Authorized Users to comply with such provisions.

(d) Customer Data. You hereby grant to Moro Hub a non-exclusive, royalty -free, license to use the Customer Data as may be necessary for Moro Hub solely to provide the Cloud Services to you, and to use Customer Data incorporated within the Aggregated Statistics as may be necessary for Moro Hub solely to provide the Cloud Services to you. You will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data and maintaining compliant data protection rights to protect Customer Data in compliance with any applicable law.

(e) **Passwords and Access Credentials.** You are responsible for keeping your passwords and access credentials associated with the Cloud Services confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

(f) **Third-Party Products.** The Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Cloud Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products. Upon termination of this Agreement, your right to use Third-Party Products will terminate.

4. Service Levels and Support. Subject to the terms and conditions of this Agreement, Moro Hub shall use commercially reasonable efforts to make the Cloud Services available in accordance with the service levels available at Our Website and/or our Proposal ("**Service Levels**").

5. Fees and Payment. You shall pay Moro Hub the fees as described on Proposal and our invoice ("**Fees**") within thirty (30) days from the invoice date without offset or deduction. You agree to make all payments hereunder in United Arab Emirates Dirhams on or before the due date. Moro Hub may decrease or increase the Fees due to any changes in the scope of Cloud Services after notifying the Customer. If you fail to make any payment when due, (i) you shall indemnify Moro Hub for all costs incurred by Moro Hub in collecting any late payments, including attorneys' fees, court costs, and collection agency fees; and (ii) if such failure continues for thirty (30) days or more, Moro Hub may suspend your access and all other Authorized Users' access to any portion or all of the Cloud Services until such amounts are paid in full. All Fees and other amounts payable by you under this Agreement are exclusive of value added taxes, and other taxes and similar assessments. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, local, governmental, or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on Moro Hub's income.

6. Confidential Information. From time to time during the Term, Moro Hub or you "Disclosing Party" may disclose or make available to the other party, "the Receiving Party" information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (d) independently developed by the Receiving Party. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, agents, or subcontractors who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the Receiving Party and will expire five

years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under Governing Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Governing Law.

7. Privacy Policy. Moro Hub complies with its privacy policy available at Our Website (<https://www.morohub.com/en/privacy-policy/>), in providing the Cloud Services. The Cloud Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Cloud Services, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

8. Intellectual Property Ownership; Feedback. As between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Cloud Services and any modifications to the Cloud Services and (b) you own all right, title, and interest, including all intellectual property rights, in and to Customer Data. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, social media, messaging applications or otherwise, suggesting or recommending changes to the Cloud Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

9. Warranties.

(a) Moro Hub warrants that the Cloud Services will conform in all material respects to the Service Levels when accessed and used by you in accordance with the Documentation. Moro Hub does not make any representations or guarantees regarding uptime or availability of the Cloud Services unless specifically identified in the Service Levels. The remedies set forth in the Service Levels are your sole remedies and Moro Hub's sole liability under the limited warranty set forth in this Clause 9(a). The foregoing warranty does not apply, and Moro Hub strictly disclaims all warranties, with respect to any third-party products.

(b) Customer Warranty. You warrant that you own all right, title, and interest, including all intellectual property rights, in and to Customer Data.

(c) Except for the limited warranty set forth in section 9(a), the cloud services are provided "as is" and Moro Hub specifically disclaims all warranties, whether express, implied, statutory, or otherwise. Moro Hub specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Moro Hub makes no warranty of any kind that the cloud services, or any products or results of the use thereof, will meet your or any other person's or entity's requirements, operate without interruption, achieve any intended result, be compatible or work with any of your or any third party's software, system, or other services, or be secure, accurate, complete, free of harmful code, or error-free, or that any errors or defects can or will be corrected.

10. Indemnities.

(a) Moro Hub Indemnification.

(i) Moro Hub shall defend you against any third party claim that the sale or distribution by Moro Hub solely of the Cloud Services, each as sold and distributed as contemplated within a Proposal (each an "**Indemnified Product**"), infringes any patent, trademark, or copyright of such third party, or misappropriates a trade secret (but only to the extent that such misappropriation is not a result of your actions) under the Governing Law ("**Infringement Claim**") and shall indemnify you from the resulting costs and damages finally awarded against you to such third party by a court of competent jurisdiction or agreed to in settlement; provided that you: (i) promptly provide Moro Hub with notice of such Infringement Claim, (ii) allow Vendor sole control over the defence thereof, and related settlement negotiation, and any related action challenging the validity of the allegedly infringed patent, trademark, or copyright, and (iii) you reasonably cooperate in response to Vendor or Moro Hub's requests for assistance. You may not settle or compromise any Infringement Claim

(ii) Notwithstanding the foregoing, Vendor nor Moro Hub shall have no obligation under this Clause 10 or otherwise for any claim or award based on: (a) a combination of any Indemnified Product with any non-Vendor data, non-Moro Hub data, products, or business processes, (b) use by Customer or an end-user for a purpose or in a manner for which the Indemnified Product was not designed, (c) use by Customer or an end user of any older version of the Indemnified Product when use of a newer Vendor revision would have avoided the infringement, (d) modification of the Indemnified Product made after delivery by Vendor, (e) open-source software or freeware technology or any derivatives or other adaptations thereof that is not embedded by Vendor into the Indemnified Product, (f) Customer materials or technology that Customer instructs Moro Hub or Vendor to develop in a specific way or to achieve a specific end result, or (g) the value of any non-Vendor data or non-Moro Hub data, product, services or business process.

(iii) This Clause 10 states your sole and exclusive remedy and Moro Hub and Vendor's entire liability for any infringement claims or actions.

(iv) Moro Hub shall indemnify you for any direct losses incurred as a direct consequence of Moro Hub's gross negligence, willful misconduct or violation of the Governing Law.

(b) Customer Indemnification. You shall indemnify, hold harmless, and, at Moro Hub's option, defend Moro Hub and its officers, directors, employees, agents, affiliates, successors, Vendor and assigns from and against any and all Losses arising from or relating to any third-party claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or (ii) based on your any Authorized User's negligence or willful misconduct or use of the Cloud Services in a manner not authorized by this Agreement ("**Third-Party Claim**"); provided that you may not settle any Third-Party Claim against Moro Hub or Vendor unless Moro Hub and/or Vendor consents to such settlement, and further provided that Moro Hub will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defence thereof by counsel of its own choice.

11. Limitations of Liability. In no event will Moro Hub be liable under or in connection with this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, or otherwise, for any: (a) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages; (b) increased costs, diminution in value or lost business, production, revenues, or profits; (c) loss of goodwill or reputation;

(d) use, inability to use, loss, interruption, delay or recovery of any data, or breach of data or system security; (e) cost of replacement goods or services, in each case regardless of whether Moro Hub was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable; or (f) for any damages suffered by Customer arising out of, or in connection with your failure to comply with Moro Hub's instructions, misuse or modification of the cloud services, or any damage not caused by Moro Hub; or (g) any authorized access to customer data. In no event will Moro Hub's aggregate liability arising out of or related to this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, or otherwise exceed the total amounts paid to Moro Hub under this Agreement in the twelve (12) month period preceding the event giving rise to the claim. The exclusions and limitations in this Clause 11 do not apply to the parties' obligations under Clause 10.

12. Term and Termination.

(a) Term. The Term of this Agreement begins on the Effective Date and continues until terminated.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Moro Hub may terminate this Agreement, for any reason upon sixty (60) days' advance notice. You may terminate this Agreement for any reason upon sixty (60) days' advance notice.

(ii) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; or

(iii) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Termination. Upon termination of this Agreement, You shall immediately discontinue use of the Moro Hub IP. No expiration or termination of this Agreement will affect Your obligation to pay all Fees that may have become due before such expiration or termination, or entitle You to any refund of any surplus after deduction of amounts reasonably expended for the purpose of this Agreement

(d) Termination Charges. If you elect to terminate this Agreement pursuant to clause 12(b)(i), or if Moro Hub terminates this Agreement due to your material breach of this Agreement pursuant to clause 12(b)(ii), then, in addition to fees you owe to Moro Hub pursuant to clause 12(c) you shall be liable to pay an exit charge equivalent the fixed monthly fee for using Moro Cloud (as set out within our Proposal) ("**Monthly Fee**") multiplied by the remaining months comprising the minimum term. If you terminate this Agreement after the minimum term (set out within our Proposal), then in addition to the fees you owe to Moro Hub pursuant to clause 12(c), you shall pay to Moro Hub the equivalent of one Monthly Fee.

(e) Exit Assistance. Upon termination of this Agreement, you may instruct Moro Hub to provide you exit assistance.

(f) **Survival.** This Clause 12(f), Clauses 5, 6,8, 10, 11, 14, 15, 16, and 17, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

13. Security. Moro Hub has implemented an information security management system that adheres to the following information security frameworks and best practice standards:

(a) ISO 27001:2013; (b) ISO 27017: 2015 (Cloud security); (c) National Electronic Security Authority (NES) Information Assurance Requirements; and (d) Information Security Regulation (ISR) by Dubai Government and Cloud Control Matrix (CCM) requirements by Cloud Security Alliance (CSA). You agree to comply with Moro Hub's Cybersecurity Policy as displayed on Our Website, or as may be notified to you from time to time.

14. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. We will notify you about modifications through notifications or posts on Our Website/direct email communication from us. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Cloud Services after the effective date of the modifications will be deemed acceptance of the modified terms. Moro Hub will provide at least sixty (60) days' advance notice of changes to any service level that Moro Hub reasonably anticipates may result in a material reduction in quality or services.

15. Export Regulations. The Cloud Services utilizes software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Cloud Services or the software or technology included in the Cloud Services to, or make the Cloud Services or the software or technology included in the Cloud Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Cloud Services or the software or technology included in the Cloud Services available outside the United States.

16. Governing Law and Jurisdiction. This Agreement is governed and construed in accordance with the laws of Dubai and the Federal Laws on the UAE and any legal suit, action, or proceeding arising out of or related to this Agreement or the rights granted hereunder will be instituted exclusively by the Dubai Courts. and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

17. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address available at Our Website and must be delivered either in person, by certified or registered mail, return receipt requested, and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Cloud Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect

to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.

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