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**Master Subscription Agreement**

**Last update: April 12, 2016**

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF CLOUDCHECKR INC. ("CLOUDCHECKR INC.", "CLOUDCHECKR", "OUR") SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY ACCEPTING THIS AGREEMENT, THROUGH CLICKING A BOX INDICATING YOUR ACCEPTANCE, ENTERING PAYMENT INFORMATION VIA THE CLOUDCHECKR WEB PORTAL, SIGNING A FORMAL PROPOSAL, OR EXECUTING AN ORDER FORM FOR CLOUDCHECKR SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU", "YOUR", AND "CLIENT" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on April 12, 2016. It is effective between You and Us as of the Effective Date set forth above.

CloudCheckr reserves the right to change, modify, add or remove portions of these terms. We will notify You via email at the email address used to initially create the primary CloudCheckr account of any material changes that will be posted as the amended terms on the CloudCheckr website at [Terms of Service](#).

You will have thirty (30) days to either accept or reject these modified terms. If you do not agree to the revised terms and conditions, your sole recourse is to immediately stop using the CloudCheckr service. Your continued use of the CloudCheckr after this thirty (30) day period following the email notice to You of any changes to these Terms indicates your acceptance and agreement to any and all such changes.

If You amend this order via a formal executed proposal with fixed term agreement with CloudCheckr that is at least six (6) months in length, then during the term of such order (including as such order may be extended by the parties), the terms set forth here cannot be modified except upon formal written acceptance by authorized representatives of the parties.

**1. SERVICE**

**1.1 Service.** Subject to the terms of this Agreement, CloudCheckr Inc. will provide its proprietary system for monitoring, measuring and reporting on public cloud infrastructure services and

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resources, described in detail and accessible at [www.cloudcheckr.com](http://www.cloudcheckr.com) and <https://app.cloudcheckr.com> (the "Service") to Client as an on-line solution including the most recent updates, features and functionality, delivered and available to Client.

- 1.2 Access to Service.** The Service will be made available via specific url address (the "Site"). CloudCheckr Inc. will provide Client with user login and password to access Client's account through which Client, or its authorized customer, can access the Service (the "Account"). Client must provide to CloudCheckr Inc. all required information, which must be correct, current and complete, in order to create the Account. Client is responsible for maintaining the confidentiality of the user login and password Client is given to access the Account and Client is fully responsible for all activities that occur under the Account. Client shall notify CloudCheckr Inc. immediately of any unauthorized use of Client's user login and password if and to the extent Client has knowledge of or otherwise becomes aware of such unauthorized use.
- 1.3 Permitted Use.**
- a. Client may use the Service solely to monitor and manage the Account. Client agrees that Client will not, nor will Client allow or facilitate a third party to, directly or indirectly (i) reproduce or modify any software or technology incorporated in the Service ("Technology"), (ii) modify, alter or delete any of the copyright, trademark, or other proprietary notices displayed on, embedded in, or affixed to the Service, the Technology, or the Reports, (iii) use any device, software or routine to interfere with the proper working of the Service, (iv) unless otherwise approved by CloudCheckr Inc., use any automated means, including, without limitation, agents, robots, scripts or spiders, to access the Account or to monitor or copy the Service, the Reports or the Technology, or (v) use the Service, the Reports, or the Technology in any manner other than as permitted by this Agreement.
  - b. During the Service Period, CloudCheckr may list Customer as a customer and use Customer's name and logo on the Site, on publicly available customer lists and in media releases
- 1.4 Availability of Service.** Client acknowledges and agrees that from time to time the Service may be inaccessible, unavailable or inoperable for some reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that CloudCheckr Inc. may undertake from time to time; or (iii) causes beyond the control of CloudCheckr Inc. or that are not reasonably foreseeable by CloudCheckr Inc. While CloudCheckr Inc. will exercise commercially reasonable efforts to provide the Service on an uninterrupted basis, Client acknowledges and agrees that CloudCheckr Inc. cannot ensure the availability of the Service on a 100% continuous or uninterrupted basis. Notwithstanding the foregoing, CloudCheckr Inc. agrees to make the Service available in accordance with the Service Level Availability terms set forth at <http://cloudcheckr.com/service-license/>. Client, at its sole cost and expense, shall be solely responsible for providing, maintaining and ensuring that all hardware, software, electrical and other physical requirements for Client's use of the Service, including, without limitation, telecommunications and Internet access connections and links, web browsers, bandwidth, or other equipment, programs and services required to access and use the Service, are compatible with the Service. CloudCheckr Inc. may modify the Service at any time with or without notice to Client.
- 1.5 Disclaimer of Warranties.** CLOUDCHECKR INC. PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. CLOUDCHECKR INC. AND EXCEPT AS OTHERWISE PROVIDED

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SECTION 1.6, DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CLOUDCHECKR INC. DOES NOT WARRANT THAT THE SERVICE WILL (1) BE UNINTERRUPTED; (2) BE FREE FROM INACCURACIES, ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS; (3) MEET CLIENT'S REQUIREMENTS; OR (4) OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE CLIENT USES. CLIENT'S USE OF THE SERVICE IS SOLELY AT CLIENT'S RISK. CLOUDCHECKR INC. EXPECTS CLIENT MAINTAIN GOOD AND SOUND INTERNET SECURITY PRACTICES INCLUDING ANTI-SPY WARE AND VIRUS PROTECTION.

- 1.6 CloudCheckr Warranties. CloudCheckr represents and warrants that:** (a) it has all rights necessary to authorize access to the Services or related deliverables and information; (b) it has sufficient rights in the Services or related deliverables and data to authorize Client to process, distribute and display the Services or related deliverables and data as contemplated by this Agreement and the functionality of the Services or related deliverables; (c) CloudCheckr has all rights necessary to provide the Services or related deliverables and data to Client for the purposes of this Agreement; (d) the Services or related deliverables will be, to CloudCheckr's knowledge, be free of any virus or malicious code; (e) the Services and related deliverables shall conform to specifications set forth in the recitals as incorporated herein by reference; and (f) the Services and related deliverables shall not infringe upon or violate any intellectual property rights or any other rights of any nature of any third party.

## **2. FEES AND PAYMENT TERMS**

**2.1 Sections 2.2 through 2.7 will apply unless explicitly replaced by a formal executed agreement.**

**2.2 Regular Fees.**

**2.3 First Month Fees**

- a. If Client upgrades to a single module of CloudCheckr Pro before their regular trial period expiry, excluding extensions, Client shall receive access to all modules, but only pay to CloudCheckr Inc. the regularly scheduled 1 module price for the first month of service.
- b. If Client upgrades to single module of CloudCheckr Pro after expiry of their regular trial period, Client shall pay the regular scheduled fees for the level of service and modules requested. If Client does not indicate desired service level and modules, CloudCheckr will, at its discretion, default Client into a single Pro module.

**2.4 Second and Subsequent Month Fees**

- a. After the first month, Client shall pay the amount from the schedule of fees for the service set forth in Exhibit A. Client understands that Tier thresholds are per service package and will be measured based up the prior full calendar month upon the first day of each service contract month.
- b. If Client does not instruct otherwise, CloudCheckr will default client into the Cost module service package and Client will be responsible for payment billed at Schedule 2 rates. Upon Client instruction, CloudCheckr will also make additional service packages available at additional cost as

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specified within Exhibit A Schedule 2.

- 2.5 Tier Changes.** CloudCheckr Inc. will endeavor to notify Client of any change greater than 1 Tier within three (3) days of the new service month. CloudCheckr will not guarantee notification and failure to perform notification does not relieve Client of payment responsibility. Client will have three (3) business days from the beginning of the new service month to notify CloudCheckr of its desire to discontinue service. Termination of service will take effect in accordance with Section 4.4.
- 2.6 Invoicing; Payments.** During the term of this Agreement, CloudCheckr Inc. will invoice Client for each month's service, in accordance with this Section 2.6, on the anniversary of each service month. Client shall pay such invoices within 30 days after its receipt of such invoice.
- a. CloudCheckr will bill each month's service at the beginning of the service month. For example, service for October 1-31 will be billed on October 1.
  - b. Monthly Invoices. CloudCheckr Inc. typically issues invoices/receipts on a monthly basis, with each invoice/receipt covering the monthly fee for the upcoming service month's services according to the attached schedule with any applicable discounts.
- 2.7 Taxes.** Client shall be responsible for paying all federal, state, local, foreign or other taxes, duties, tariffs or other charges that is invoiced to Client, however designated, arising from or based upon this Agreement, or the transactions contemplated by it, except for taxes based on CloudCheckr Inc.'s income.

### 3. SERVICE AND SUPPORT

- 3.1 Section 3.2 will apply unless explicitly replaced by a formal executed agreement.**
- 3.2 Service and support.** CloudCheckr Inc. will provide initial training for Service and on-going support through the Term of this Agreement as set forth in Exhibit A.

### 4. TERM AND TERMINATION

- 4.1 Sections 4.2 through 4.4 will apply unless explicitly replaced by a formal executed agreement.**
- 4.2 Term.** Unless otherwise specified in a formal executed agreement, the initial terms of this agreement shall be one (1) month.
- 4.3 Renewal.** Unless otherwise specified in a formal executed agreement, the term of Service shall automatically be renewed for successive months unless earlier terminated by a party in accordance with the terms of this Agreement.
- 4.4 Cancellation.** Customer may terminate this Agreement for convenience upon providing thirty (30) days written notice to the other party. CloudCheckr may terminate this Agreement for convenience upon providing sixty (60) days written notice to the other party. If either party fails to comply with any provision of this Agreement, and such breach has not been cured within thirty (30) days after

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receipt of written notice thereof, the non-breaching party may terminate this Agreement.

- 4.5 Effect of Cancellation.** Upon cancellation of this Agreement, (i) CloudCheckr Inc. shall de-authorize Client's user login and password, and Client shall immediately cease all use of the Service, and (ii) CloudCheckr Inc. shall have the right to delete any data stored in connection with the Service and any Client, CloudCheckr Inc., or third-party content provided that, if cancellation is at the request of CloudCheckr. CloudCheckr provides Client a 14 days to remove any such stored data prior to its deletion in accordance with this Section 4.5.
- a. In the event of termination for Client's breach of this Agreement, Client shall not be entitled to a refund or credit of any of the fees described in Section 2, and CloudCheckr Inc. will promptly issue an invoice for fees, if any, payable by Client with respect to the then-current Term (Initial or Renewal).
  - b. In the event of termination for CloudCheckr's breach of this Agreement, CloudCheckr Inc. shall refund (within thirty (30) days after such termination) a pro-rata portion of pre-paid fees described in Section 2.

## 5. CONFIDENTIALITY; CLIENT DATA; SECURITY

### 5.1 Confidentiality.

- a. "Confidential Information" means all information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. The terms of this Agreement, any technical or other documentation, logins, passwords and other access codes and any and all information regarding Client's business, products and services are the Confidential Information of Client. For clarity and avoidance of doubt, any data accessed, stored, or processed, even if via "read-only" access, by CloudCheckr Inc. under this Agreement and all Client Data shall be the Confidential Information of Client. The Receiving Party will: (i) not use the Disclosing Party's Confidential Information for any purpose outside of this Agreement; (ii) not disclose such Confidential Information to any person or entity, other than its affiliates, employees, consultants, agents and professional advisers who have a "need to know" for the Receiving Party to exercise its rights or perform its obligations hereunder, provided that such employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this Section 3; and (iii) use reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party, and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. Further, this Section 5 will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

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- b. The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party's Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity.

## **5.2 Client Data**

- a. "Client Data" means any business information or other data of any type which is provided by Client to CloudCheckr including without limitation information which Client inputs, or provides to CloudCheckr for inputting, into the Services or related deliverables ("Campaign Information"), (b) sales and marketing information provided by Client to CloudCheckr ("Marketing Sheets"), (c) the Account Information, and (d) all information about visitors to Client's or a Permitted Customer's website or the interaction between visitors on CloudCheckr's website (or a third party website) and the Permitted Customer's campaign, including statistical, demographical and psychographic information, that can be associated with a cookie ID ("Targeting Data"). For the avoidance of doubt, unless otherwise specified in the applicable Insertion Order and/or SOW, Targeting Data collected does not include personally identifiable information, such as a person's name, social security number, phone number, mailing address or email address. Each party shall ensure that all Targeting Data is used at all times in compliance with all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data and complies with CloudCheckr's and/or Client's or the applicable Permitted Customer's privacy policies.
- b. Rights in Client Data. CloudCheckr agrees that it does not have any rights to the Client Data except as expressly set forth herein. Subject to the terms of this Agreement, Client hereby grants to CloudCheckr a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit and display the Client Data solely to the extent necessary to provide Services.

## **5.3 Security.**

- a. CloudCheckr Inc. represents and warrants that it follows industry-standard policies and provides software features and internal practices to protect the security and integrity of Client Data (including without limitation employee data). CloudCheckr Inc. will notify Client as soon as possible via telephone, to be followed-up in writing, of any actual, suspected or threatened Security Incident (as defined below) involving such Client Data. The notification provided to Client shall include, if known, and to CloudCheckr Inc.'s knowledge as of the time of notice: (i) the general circumstances and extent of any unauthorized access to Client Data or intrusion into the computer systems or facilities on or in which Client Data is maintained; (ii) which categories of Client Data were involved; (iii) the identities of all individuals whose company personal information was affected; and (iv) steps taken to secure the data and preserve information for any necessary investigation. The notification required to be delivered to Client under this Section shall be delivered promptly and in no event later than twenty-four (24) hours after CloudCheckr Inc. learns of any such actual, suspected or threatened Security Incident. CloudCheckr Inc. shall not delay its notification to Client for any reason, including, without limitation, investigation purposes. CloudCheckr Inc. shall cooperate fully with Client in investigating and responding to each successful or attempted security breach including allowing immediate access to CloudCheckr Inc.'s facility by Client or Client's investigator, to investigate, and obtain copies of data as provided herein.
- b. "Security Incident" is when CloudCheckr Inc. knows or has reason to know that: (A)

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CloudCheckr Inc. has experienced an incident resulting in the unauthorized acquisition of unauthorized use of unencrypted Client Data, or encrypted Client Data and the confidential process or key that is capable of compromising the security, confidentiality or integrity of Client Data that creates a substantial risk of identity theft or fraud; or (B) Client Data was acquired or used by an unauthorized person or used for an unauthorized purpose. In the event of any Security Incident, CloudCheckr Inc. shall assist Client to provide notification and take other reasonable actions that Client, in CloudCheckr's reasonable discretion, determines necessary in mitigating the effects of such Security Incident.

- c. **Client's Proprietary Information.** CloudCheckr shall (a) safeguard the Client Data and, Client's Confidential Information, methods, systems, process, materials, business models, campaign configurations, trade secrets and any other information that are collected, stored or resident in the Services, or that can be derived or inferred from the Services or related deliverables ("Client's Proprietary Information") and (b) ensure that Client's Proprietary Information is not combined, associated or kept with any information not authorized by Client.
- (b) **General Restrictions.** CloudCheckr shall only use Client's Proprietary Information as set forth in this Agreement, and except as set forth in this Agreement, shall not (and shall not allow any third party to): (a) rent, lease, provide access to or sublicense the Client's Proprietary Information to a third party or use the Client's Proprietary Information to provide a service to a third-party (for example, by offering consulting services to third parties); (b) copy, reverse engineer, decompile, disassemble, modify or create any derivative product from the Client's Proprietary information; (c) remove or obscure any product identification, proprietary, copyright or other notices contained in the Client's Proprietary Information; or (d) incorporate the Client's Proprietary Information into any other offering.
- (c) **Compliance.** CloudCheckr shall ensure that CloudCheckr is at all times compliant with all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data in its performance of Services hereunder.

## 6. INTELLECTUAL PROPERTY

- 6.1 **Proprietary Rights.** CloudCheckr Inc. owns all right, title and interest, including without limitation all intellectual property and other rights, in and to the Service, Content (except for Client Data, third-party content, if any, therein), and Technology. Use of the Service and Technology for any purpose not set forth in this Agreement is prohibited.

## 7. LIMITATIONS ON LIABILITY AND INDEMNITY

- 7.1 **Exclusion of Damages. EXCEPT FOR INDEMNITY OBLIGATIONS, NEITHER CLIENT NOR CLOUDCHECKR INC. WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) THAT RESULT FROM CLIENT'S USE OF, OR INABILITY TO USE, THE SERVICE. THIS LIMITATION APPLIES WHATEVER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, AND EVEN IF SUCH PARTY. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. WITHOUT LIMITING THE FOREGOING, CLOUDCHECKR INC. WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF (1) CLOUDCHECKR INC.'S TERMINATION OF THIS AGREEMENT OR THE SERVICE; OR (3)**

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PERMITTED THIRD PARTY CONTENT CONTAINED IN THE REPORTS OR THE SERVICE.

- 7.2 Limitation of Liability. EXCEPT FOR INDEMNITY OBLIGATIONS,** NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS.
- 7.3. Exclusion of Consequential and Related Damages.** EXCEPT FOR BREACHES OF INDEMNITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
- 7.4 Third-Party Web Sites and Content.** The third-party web sites accessible on the Site or in the Reports, or third-party content that is disclosed to Client and contained in the Reports, are not controlled by CloudCheckr Inc. Accordingly, CloudCheckr Inc. makes no warranties regarding such third-party web sites and content, and will not be liable for any loss or damage caused by Client's use of or reliance on such web sites. Client's use of third-party web sites is at Client's own risk. The inclusion of third-party content or a link to a third-party web site in the Service or the Reports does not imply any endorsement by CloudCheckr Inc.
- 8. MUTUAL INDEMNIFICATION**
- 8.1 Indemnification by Us.** We will defend You (for purposes of this paragraph only the term "You" shall also include Client's clients and all Permitted Users) against any claim, demand, suit or proceeding made or brought against You by a third party alleging that We (i) breached the Confidentiality clause herein, (ii) that Your use of the Purchased Services or that the Purchased Services violate an applicable law, (iii) or that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability and is limited to payment of money damages). If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions.
- 8.2. Exclusive Remedy.** This Section 7 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 7.

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8. **MISCELLANEOUS.**

- 8.1 **Entire Agreement.** This Agreement, together with the Exhibit(s) hereto, represents the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any and all prior or contemporaneous correspondence, quotations and negotiations. Each party represents and warrants to the other that: (a) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out its obligations hereunder; and (b) this Agreement is valid and legally binding upon it and the execution, delivery and performance thereof by such party does not conflict with any other agreement, instrument or understanding to which it is a party or by which it may be bound nor would violate any applicable law (local, state, federal, and international law), conventions, or regulation of any court, governmental body or Client having jurisdiction over it.
- 8.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflicts of law principles.
- 8.3 **Arbitration.** Any controversy or claim between the parties arising out of or relating to this Agreement or the breach hereof shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be held in the city of Rochester, New York.
- 8.4 **No Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party and any purported assignment in violation of section shall be void; provided, however, that either party may assign this Agreement in connection with the transfer, directly or indirectly, of more than fifty percent (50%) of such party's outstanding voting securities or of all or substantially all of the assets or business of such party.
- 8.5 **Severability.** If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of this Agreement shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated.



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**EXHIBIT A**

**Schedule 1: Monthly Spend Allowances**

Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
0- \$5000	\$5000- \$30,000	\$30,001- \$60,000	\$60,001- \$100,000	\$100,001+

**Schedule 2: Pro Packages Pricing Schedule (Effective May 4, 2015 Currency – USD)**

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
<b>First Module</b>	75	259	499	799	\$99 +0.75%
<b>Incremental Charge Per Additional Module</b>	49	179	349	549	\$99 +0.50%

**Training & Support**

- a. CloudCheckr Inc. offers the Service as a self-service tool for Clients to be self-sufficient; however CloudCheckr Inc. is very committed to initial training and ongoing client satisfaction.
- b. CloudCheckr Inc. will offer assistance and support to Client in understanding the functionality contained in CLOUDCHECKR and utilizing the feature sets set out in the Service.
- c. Client shall send support requests and questions to CloudCheckr Inc. Support email address; [support@cloudcheckr.com](mailto:support@cloudcheckr.com)
- d. CloudCheckr Inc. does not guarantee support response outside of, Monday-Friday 8-5pm EST, Standard Business Hours. However our team of dedicated cloud experts monitor support requests regularly and may respond outside of standard hours at their discretion.

