



CLOUD SERVICES TERMS

These *Cloud Services Terms* supplement the *General Terms* when Customer is acquiring Cloud Services under an Order. Capitalized terms that are not defined in context shall have the meanings set forth in Section 1 of the *General Terms*.

1. CLOUD SERVICES

a. Cloud Services. If an Order includes Cloud Services (whether Cloud Services are charged separately or are included in the fees paid under a Subscription License), Provider will provide the Cloud Services in accordance with the terms, specifications and service levels, if any, set forth in the Order, and for the indicated period of time (the “**Cloud Initial Term**”). Cloud Services that are separately chargeable shall automatically renew for subsequent renewal terms of at least twelve months each, or a longer period as specified in an Order (each a “**Cloud Renewal Term**”), unless Customer notifies Provider in writing of its intent not to renew at least sixty (60) days prior to the start of a Cloud Renewal Term. If for separately chargeable Cloud Services no Cloud Initial Term is specified in the Order, the Cloud Initial Term shall be for a period of thirty-six (36) months. Payment of applicable Cloud Services (or if included with a Subscription License then applicable Subscription fees) is required to use the Cloud Services during the Cloud Initial Term or Cloud Renewal Term. Separately chargeable Cloud Services fees are subject to an increase not to exceed the greater of: (i) five percent (5%) over the fees charged for the preceding twelve month period or (ii) the increase in the Consumer Price Index over the immediately preceding twelve month period plus 2%, unless a greater increase is required by an escalation of a third-party provider’s rates, in which case Provider shall provide Customer reasonable advance notice of the amount of the proposed increase. Customer understands and agrees that if Customer terminates Cloud Services (or a Subscription License if Cloud Services are included) for Customer’s convenience prior to the end of the Cloud Initial Term or Cloud Renewal Term, Provider will have no obligation to refund any paid but unused fees and Customer shall pay Provider an early termination fee to be calculated as the remaining unpaid months in the term multiplied by the then current monthly fee.

b. Customer Responsibilities for Cloud Services. Customer agrees to use the Cloud Services in accordance with the terms of the Agreement and the Order. Customer further agrees that:

(i) Customer will not nor will Customer allow any third party to (a) or attempt to gain unauthorized access to the Cloud Services or its related systems and networks or disrupt the Cloud Services or its related systems and networks; (b) use the Cloud Services for the benefit or business needs of a person or entity other than Customer or its Controlled Affiliates or if otherwise agreed in an Order, including sublicensing, leasing, lending, transferring or permitting access to the Cloud Services on a time-share or service bureau basis other than as expressly permitted in the Agreement, or use the Cloud Services in any way that could harm the Cloud Services or Provider systems or impair anyone else’s use of the Cloud Services, or in a way which may violate the rights of others; (c) copy, modify, adapt, translate or otherwise create derivative works of the Cloud Services; (d) disassemble, de-compile, decode, or reverse engineer the Cloud Services; (e) breach the obligations of confidentiality under the Agreement; (f) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Cloud Services or Software Products or to distribute spam or malware; (g) use the Cloud Services to post, transmit or store material or information in violation of (i) any local, state, federal, or foreign law, regulation, governmental order or decree, or treaty; or (ii) any third-party privacy or intellectual property rights; or (h) in any application or situation where failure of the Cloud Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage. If Provider has reasonable grounds to believe that Customer is using the Cloud in a manner inconsistent with this section, Provider may suspend or terminate Customer’s access and use of the Cloud Services immediately provided, however, that Provider will provide reasonable notice, if possible.

(ii) Customer is solely responsible, at its own cost, for: (a) acquiring, licensing, installing, maintaining, and testing all Customer Systems required to connect to and use the Cloud Service and determining the sufficiency of backup and support; (b) preparing the Customer site for installation of any hardware, if installation is required. Installation includes, but is not limited to, data communication, access/wiring, and providing power for the hardware; (c) populating the database(s) with accurate and complete Customer Data; (d) providing Internet connectivity with sufficient quality and bandwidth for use of the Cloud Service and a supported web browser. The selection of security controls and permissions for the access and use of the Cloud Service is Customer’s responsibility; (e) ensuring that all Customer Systems, if any, are covered under valid support and maintenance agreements with the software publisher or other third party provider. In the event that Customer fails to maintain this support or the version of the third-party software or hardware utilized by Customer is no longer supported, Customer recognizes that Cloud Services may be adversely impacted due to outdated (“end of life”) Customer Systems and the unavailability of patches or fixes to correct problems.

(iii) Customer (or, as applicable, its third party providers) retains all right, title, and interest or license in and to the Customer Data and Customer Systems. Provider agrees not to remove or alter any copyright or other proprietary notice on or in any Customer Systems or Customer Data without consent of Customer’s or, as applicable, Customer’s third party providers. Before Customer makes any of the Customer Systems available to Provider, Customer agrees to obtain any licenses or approvals for Provider, its subcontractors, or designees to use, access, and modify the Customer Systems to the extent necessary for Provider to provide the Cloud Service.