



CloudCORO End-User License Agreement

"CloudCORO EULA"

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www.CloudCORO.com



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General Provisions

The General Provisions section establishes the foundational framework for the End-User License Agreement (EULA) between CloudCORO, Inc. (CloudCORO) and its government customers. These provisions outline the purpose of the agreement, the customer's acceptance of its terms, how the EULA integrates with purchasing documents, and the process for updates to the agreement.

Purpose and Scope

The purpose of this EULA is to define the legal, operational, and functional terms under which customers are granted licenses to use CloudCORO software solutions. This agreement applies to all software subscription offerings offered by CloudCORO. The scope encompasses all use cases, configurations, and adaptations agreed upon between CloudCORO and the customer, including integration with the customer's ecosystem, compliance requirements, and functional capabilities. This EULA confirms that customers understand their rights, obligations, and limitations while using CloudCORO's offerings.

Acceptance of Terms

By issuing a Purchase Order (PO) or equivalent document for CloudCORO software solutions, customers agree to the terms of this EULA, even if the PO does not explicitly reference these terms. The acceptance of the EULA is a prerequisite for accessing and using CloudCORO's solutions and associated intellectual property. Customers are required to review and understand the EULA prior to entering into any purchase or licensing agreement. Acceptance of this EULA also includes acknowledgment of any obligations, restrictions, and limitations set forth in the agreement. Any conflicts between the EULA and customer-specific order documents will default to this EULA unless explicitly superseded in the relevant documentation.

Applicability to Purchasing Documents

This EULA is integral to all purchasing documents, including quotes, software support agreements, and other order forms, which serve as binding agreements between CloudCORO and its customers. Customers are advised that any omission of EULA terms in a purchasing document does not negate the applicability of this agreement, provided the terms are included or referenced in related CloudCORO documents. This provision works towards ensuring that the rights and obligations of both parties are consistently maintained across all transactions, regardless of minor administrative variations in purchasing documents.

Updates to the EULA

CloudCORO reserves the right to update or amend this EULA from time to time to reflect changes in offerings, services, legal requirements, clarity, or operational practices. Customers are encouraged to review the version of the EULA in effect on the date of their Purchase Order, as that version will govern the terms of the license during the initial subscription term. Any subscription renewals will be governed by the EULA in effect at the time of renewal. CloudCORO will make updated versions of the EULA available to customers through its official channels, supporting transparency and ease of access. Customers are responsible for ensuring compliance with the most current EULA applicable to their subscriptions. Regular updates support CloudCORO in maintaining alignment with evolving industry standards and customer needs while safeguarding its intellectual property.

These General Provisions form the cornerstone of the EULA, establishing clear expectations and operational harmony between CloudCORO and its customers.

Definitions for EULA

There are many terms used in association with EULAs. The terms below are considered essential for a shared understanding of FARO's offerings:

Software as a Service (SaaS) – aligned with National Institute for Standards and Technology (NIST - Special Publication 800-145)

The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Software Maintenance – aligned with IEEE SWEBOK v4

Software maintenance is defined as the totality of activities required to provide cost-effective support for software in operation through corrective, preventive, adaptive, additive and perfective maintenance tasks.

Component-Based Design (CBD)

Modern software construction techniques in which independently developed third-party components (e.g., open-source tools, products, or libraries, licensed products) are utilized by software developers, builders, or providers to accelerate market readiness, lower risk, increase agility, and potentially lower total cost of ownership (TCO). Another common industry term for component-based design is component-based software engineering (CBSE).

SaaS Business Model

SaaS is a Service based on having access to a provided technology offering. Consumers benefit from this model, lowering their investments and risks associated with various complexities of solution acquisition, installation, integration, activation, configuration, support and maintenance. Additionally, they generally benefit from cancelable subscription contracts and service level agreements (SLAs), each offering a significant advantage over traditional software product purchases.

Proprietary SaaS (Software as a Service)

A software-as-a-service offering that is available exclusively from a single source in a specific configuration or version. The provider of the solution is either the legal owner of the software components or holds sufficient rights—such as third-party licenses or distribution agreements—to offer the complete solution, inclusive of all components, directly to customers or through authorized resellers.

This type of SaaS offering is not replicated, reconfigured, or equivalently substituted by others in the market without authorization. The combination of features, packaging, deployment model, or support structure is unique to the provider's rights and commercial approach. Proprietary SaaS may support greater alignment between the offering's capabilities, ongoing updates, and customer support since the originating provider maintains control over development, availability, and distribution.

Software Bill of Materials (SBOM)

A list of all significant components that make up a piece of software. It includes information about open-source libraries, third-party elements, and other dependencies used in the software, similar to a recipe that shows ingredients. This can be important as most commercial software includes externally sourced components.

License Grant and Restrictions

The “License Grant and Restrictions” section delineates the terms under which CloudCORO provides customers with rights to use its software solutions, as well as the boundaries and responsibilities associated with such use. It aims to protect CloudCORO’s intellectual property and confirm that customers adhere to agreed-upon usage policies.

Grant of License

CloudCORO grants customers a non-exclusive, non-transferable, and revocable license to use its software solutions strictly for authorized purposes as outlined in the applicable purchase documents. This license applies to the specific subscription term and scope defined in the customer’s order documentation, such as a quote or software support agreement.

The license extends to CloudCORO’s software solutions, which may include program solutions, technology enablement solutions, infrastructure solutions, and software support solutions. The license is contingent on compliance with the terms of the EULA, including all restrictions and obligations described herein.

Customers acknowledge that CloudCORO retains ownership of all software, components, and associated intellectual property. The license provides the customer with limited rights to use the software during an active license subscription but does not confer ownership or any proprietary rights over the software or its components. The license is intended to facilitate the operational and programmatic goals of the customer while safeguarding CloudCORO’s interests.

Usage Scope and Limitations

The usage of CloudCORO software is limited to the specific scope defined in the customer’s order documents, including subscription terms, geographic boundaries, number of authorized users, and technical configurations. The customer must use the software only for the purposes agreed upon in the ordering documents and in compliance with applicable laws and regulations.

CloudCORO software solutions may only be deployed within environments specified in the order documents, such as CloudCORO’s cloud infrastructure or a customer-provided environment (e.g., AWS, Azure, GCP, OCI, or IBM Cloud). Customers are responsible for ensuring that their usage aligns with the technical and operational parameters established in the order documents.

Scope

- **Capabilities:** Such as message routing, generative AI, payment processing, and document upload functionality.
- **Programmatic Use:** Including customer entity uses, such as incident reporting, grant submission, and license renewal.
- **Adaptations:** Configurations for various customer ecosystem interactions, such as single sign-on (SSO), APIs, CI/CD pipeline integration, and compliance alignment.

Any usage beyond the agreed-upon scope requires prior written consent from CloudCORO and may result in additional fees or the suspension of services. Customers are prohibited from sublicensing, sharing, or redistributing the software to other entities, whether government or commercial, without CloudCORO's explicit authorization.

Restrictions on Reverse Engineering and Copying

To protect CloudCORO's proprietary technology, customers are strictly prohibited from engaging in activities such as reverse engineering, decompiling, disassembling, or otherwise attempting to derive the source code, architecture, or underlying design of CloudCORO software solutions.

Additionally, customers must not:

- Duplicate, reproduce, or copy the software, its functionality, or its technical artifacts without written approval.
- Extract or reuse CloudCORO-provided components, configurations, or templates for purposes outside the licensed subscription.
- Use CloudCORO software as a basis for creating derivative works, competing offerings, or software solutions that mimic CloudCORO's capabilities.

These restrictions remain in effect even after the expiration or termination of the customer's license. Customers agree to protect CloudCORO's intellectual property and must take reasonable measures to prevent unauthorized access or misuse of the software. Any violation of these restrictions constitutes a material breach of the EULA, subject to penalties or termination of the license.

Compliance Audits

To protect CloudCORO's intellectual property and confirm adherence to this EULA, CloudCORO reserves the right to conduct compliance audits. These audits will verify the customer's use of CloudCORO software aligns with the terms and restrictions of the license, including but not limited to prohibitions on reverse engineering, duplication, and unauthorized distribution.

Audit Terms

- **Notice and Timing:** CloudCORO will provide at least 30 days' written notice before initiating an audit. Audits will be conducted during the customer's normal business hours to minimize disruption.
- **Scope:** Audits may include, but are not limited to, the review of software usage records, system configurations, and relevant documentation or data provided by the customer.
- **Confidentiality:** CloudCORO agrees to treat all customer data and proprietary information obtained during an audit as confidential, using it solely for purposes of verifying compliance.

Customer Obligations

- Provide reasonable access to systems, records, and personnel necessary to facilitate the audit.
- Cooperate in good faith with CloudCORO's audit team to expedite the process.

Remedies for Non-Compliance

If an audit reveals unauthorized use, non-compliance with license terms, or violations of the restrictions outlined in this EULA, CloudCORO reserves the right to take corrective actions, including but not limited to:

1. **License Adjustment:** Customers will be required to obtain additional licenses or subscriptions and retroactively pay applicable fees for any unlicensed use.
2. **Penalties:** CloudCORO may impose penalties or recover damages, including reasonable costs associated with conducting the audit, in cases of material non-compliance.
3. **Service Suspension or Termination:** CloudCORO reserves the right to suspend or terminate the customer's license or access to software for unresolved violations.
4. **Legal Remedies:** CloudCORO retains the right to pursue legal action, including injunctive relief, to protect its intellectual property.

Dispute Resolution: Customers may dispute audit findings through the dispute resolution mechanism outlined in Section 10.2 of this EULA. Pending resolution, customers must cease any disputed use of the software until the matter is resolved.

Intellectual Property Rights

CloudCORO retains sole ownership and all rights, titles, and interests in its software solutions, components, and associated intellectual property. This includes, but is not limited to, designs, source code, methodologies, workflows, configurations, technical documentation, and solution names.

Customers explicitly acknowledge that:

- The license grants them the right to use the software but does not transfer any ownership or proprietary rights to them.
- CloudCORO's intellectual property is protected under applicable intellectual property laws, including copyright, patent, and trade secret laws.
- CloudCORO's software solutions are considered proprietary, and any adaptations or configurations performed for customer use do not alter CloudCORO's ownership of the software.

Customers are prohibited from sharing CloudCORO's intellectual property with third parties, including other government entities or commercial organizations, without CloudCORO's prior written consent. CloudCORO also reserves the right to audit customer use of the software to confirm compliance with these provisions.

In the event of unauthorized use, CloudCORO may seek injunctive relief, damages, or other remedies as permitted by law to protect its intellectual property rights.

Compatibility Model and Customer Selections

CloudCORO leverages a Component-Based Design (CBD) model to accelerate development, enhance flexibility, and mitigate risks. This approach involves integrating proprietary components with third-party licensed or open-source components to create comprehensive solutions. Customers acknowledge and accept CloudCORO's CBSE model as a critical element of the solution development process.

For some offerings, CloudCORO offers a compatibility model that allows customers to make specific selections regarding components, such as database products or public cloud providers. These compatibility choices are subject to CloudCORO's acceptance and must align with the operational and technical requirements of the software.

Customer Responsibilities in the Compatibility Model

- **Selection Approval:** Customers must submit compatibility requests for CloudCORO's review and approval. CloudCORO reserves the right to deny requests that may compromise performance, security, or compliance.
- **Compliance and Integration:** Customers are responsible for ensuring that their selected components meet CloudCORO's compatibility standards. This includes any required APIs, integrations, or third-party licensing. While CloudCORO will seek to address issues reasonably, customers cannot hold CloudCORO accountable for performance or other issues that arise from customer-requested compatibility choices at any point in the license subscription.
- **Limitations of Support:** If a customer selects non-standard components or configurations, CloudCORO's support obligations may be limited to the extent that the components deviate from CloudCORO's recommended solutions.

The compatibility model is designed to provide flexibility while maintaining CloudCORO's ability to deliver high-quality, secure, and reliable solutions. Customers must collaborate with CloudCORO during the compatibility review process to support optimal performance and compliance with all applicable policies and standards.

Subscription Terms and Conditions

The Subscription Terms and Conditions section outlines the detailed rules and policies governing CloudCORO, Inc.'s (CloudCORO) subscription agreements with its government customers. These terms address the duration of subscriptions, payment structures, restrictions on license prorating, conditions for discounts, and procedures for termination, renewal, and discount recovery. These provisions are designed to support clarity, consistency, and fairness while safeguarding CloudCORO's interests and maintaining alignment with the expectations of government customers.

Subscription Duration and Payment Terms

CloudCORO software solutions are offered as subscription-based licenses, with terms typically lasting for a minimum of one year unless otherwise specified in an approved order document. The subscription term begins on the date specified in the order document and continues through the agreed-upon period, during which the customer is entitled to use the licensed software in compliance with the End-User License Agreement (EULA).

Key Provisions

- **Annual Basis:** Subscriptions are generally structured on an annual basis and must be renewed for continued use. Customers are encouraged to initiate renewal discussions before the expiration of their subscription term to avoid service disruptions.
- **Advance Payment Requirement:** All subscription fees are due in advance and must be paid prior to the activation of the software license. CloudCORO will issue invoices or payment requests as per the terms outlined in the ordering documents.
- **Multi-Year Agreements:** For customers entering into multi-year agreements, payment terms may allow for annual billing or full payment in advance, depending on the negotiated terms and conditions. Discounts may be offered for multi-year commitments (see Section 3.3 for discount conditions).
- **Non-Refundable Payments:** Subscription fees are non-refundable except in cases where CloudCORO fails to meet obligations explicitly outlined in the service level agreement (SLA) or where a refund is mandated by law.

Customers must ensure timely payments to maintain uninterrupted access to CloudCORO software solutions. Failure to meet payment obligations may result in suspension or termination of the subscription, as well as additional fees or penalties as permitted by the EULA.

No Pro-Rated Licenses

CloudCORO does not offer pro-rated licenses under any circumstances. Subscriptions are sold as full-term agreements, with fees calculated and charged for the entirety of the subscription period. This policy applies to all customers, regardless of the subscription term, purchase method, or contractual arrangements.

Implications of the no pro-rated license policy include:

- **Mid-Term Adjustments:** Customers cannot request pro-rated fees for subscriptions initiated or terminated partway through a term. Full payment for the term is required regardless of the duration of actual use.
- **Partial-Year Use:** Customers who begin their subscription mid-year or decide to discontinue services before the end of the term are still required to pay for the full term as outlined in the order document.
- **Renewal Alignment:** When a customer wishes to align multiple subscriptions to a single renewal date, they must still pay full fees for the remaining term of each subscription before transitioning to a unified renewal schedule.

By maintaining a no pro-rated license policy, CloudCORO simplifies its billing processes and supports equitable treatment across all customers.

Discount Forfeiture and Compliance Obligations

CloudCORO may offer discounts on subscription fees in exchange for specific commitments from customers. These commitments may include limited scope of use, aggregated purchase volume, extended subscription terms, or total order value. The terms and conditions of such discounts are clearly outlined in the applicable order documents. However, customers must adhere strictly to these terms to retain their eligibility for discounts.

Conditions for Discounts:

- **Scope Limitations:** Discounts may be contingent on the customer using the software for specific, defined purposes. If the customer exceeds this agreed-upon scope, CloudCORO reserves the right to revoke the discount.
- **Aggregated Purchases:** Discounts provided for bundled or aggregated purchases require that the customer maintain their full order volume throughout the subscription term.
- **Subscription Term:** Discounts offered for multi-year agreements depend on the customer completing the full term. Early termination of a multi-year agreement may

result in the forfeiture of discounts, requiring the customer to repay any unearned benefits.

Discount Forfeiture Policy: If a customer fails to comply with any condition associated with their discounted subscription, CloudCORO reserves the right to revoke the discount and recover the full, undiscounted value of the subscription. For example, if a customer terminates a three-year agreement after one year, they will be required to repay the difference between the discounted and standard rates for the first year.

Discount Eligibility Reviews: CloudCORO may conduct periodic reviews of customer accounts and subscription usage to confirm compliance with the terms of discounts and other obligations. Non-compliance will be addressed promptly, and customers will be notified of any corrective actions, including potential loss of discounts.

Termination, Renewal, and Discount Recovery

Termination Policy: Customers may terminate their subscription agreements in accordance with the terms outlined in their order documents. However, termination prior to the end of the subscription term is subject to specific conditions, including the following:

- **Notice Period:** Customers must provide written notice of termination within the notice period specified in their order documents. Failure to provide adequate notice may result in continued billing for the subsequent term.
- **Early Termination Fees:** Customers terminating their subscription before the agreed-upon term may be required to pay early termination fees or repay any unearned discounts (see Section 3.3).
- **No Refunds:** Subscription fees paid in advance are non-refundable, even in the event of early termination.

Renewal Policy: CloudCORO subscriptions may be renewed on an annual or multi-year basis, depending on the terms negotiated with the customer. Renewal terms will reflect the then-current version of the EULA, subscription pricing, and service level commitments.

Key aspects of the renewal process include:

- **Automatic Renewal Options:** Customers may opt for automatic renewal at the time of initial subscription. In such cases, CloudCORO will notify customers of the upcoming renewal and any changes to pricing or terms.

- **Renewal Deadlines:** Customers are encouraged to start renewal discussions 90-120 days before their subscription ends. This helps account for lengthy internal procurement processes some clients may face and avoids service lapses.
- **Revised Terms:** Renewals are subject to updated terms, including pricing adjustments and modifications to service commitments. Customers must review and agree to the revised terms before renewal.

Discount Recovery: In cases where a customer terminates a multi-year agreement early or otherwise fails to meet the conditions of their discounted subscription, CloudCORO will calculate the unearned discount and require repayment. Customers are responsible for addressing such repayment within the time frame specified by CloudCORO. Failure to repay unearned discounts may result in additional penalties or legal actions, as outlined in the EULA.

Example of Discount Recovery: A customer who receives a 10% discount for a three-year agreement but terminates after the first year will be required to repay the 10% discount for the first year, as well as any applicable early termination fees.

Customer Responsibilities in Termination and Renewal:

- **Communication:** Customers must communicate their intent to terminate or renew their subscription in a timely and documented manner.
- **Payment Obligations:** All outstanding payments, including early termination fees and discount recovery amounts, must be settled before the subscription is officially terminated.
- **Access to Services:** Terminated subscriptions will result in the cessation of access to CloudCORO's software solutions, as well as related support services.

Solution Obligations

CloudCORO offers a comprehensive range of offerings, each tailored to meet specific customer needs and operational requirements. These offerings are designed to deliver functionality, technical enablement, and infrastructure support through structured licensing models. Offerings are structured into Feature and Capability Units (FCUs) for complexity-based licensing and Micro Service Blocks (MSBs) for tailored support. These models support scalability and cost-efficiency while meeting diverse customer needs.

Program Solutions

Program solutions focus on operational functionality, addressing specific tasks such as grant submissions, license renewals, and incident reporting. These solutions streamline programmatic workflows, supporting efficiency and compliance.

Technology Enablement Solutions

Technology enablement solutions deliver a variety of technical capabilities, including ones such as message routing, document upload, and payment processing. These offerings integrate seamlessly with customer environments to enable advanced functionality.

Infrastructure Solutions

CloudCORO's infrastructure solutions provide cloud-based environments optimized for scalability, reliability, and security. They include a robust SLA to support high availability and performance.

Software Support Solutions

Software support solutions are IEEE SWEBOK aligned software maintenance programs that enhance third-party product lifecycles and can deliver ongoing assistance to customer. These services are tailored to aiding customers in deriving greater value from licensed software solutions based on customer scope, facilitating lower risk, more effective, and more efficient operations within software maintenance best practices.

Service Level Commitments

CloudCORO is committed to delivering high-quality services and maintaining operational reliability for its software solutions. Service level commitments vary depending on the type of offering, supporting flexibility while meeting customer needs.

Service Level Agreement (SLA) for Solutions

CloudCORO provides confidence-building Service Level Agreements (SLAs) for its offerings. These SLAs define measurable performance metrics, with an emphasis on availability, and include remedies, such as service credits, in the event of non-compliance with specified benchmarks.

Service Level Goals (SLG) for Support

CloudCORO is a market leader in IT service level goals, which focuses on proactive collaboration with customers to address support needs efficiently through thoughtful stewardship, holistic problem solving, and innovative implementation of best-known methods. We strive to provide timely guidance on key success factors, working closely with stakeholders to promote reliability and continuous improvement.

Ordering, Payment, and Compliance

The processes surrounding ordering, payment, and compliance support CloudCORO in delivering its software solutions effectively while adhering to government requirements. These terms clarify how orders are placed, payments are managed, and compliance is maintained.

Contract Vehicles and Approved Resellers

CloudCORO software solutions are offered exclusively through approved resellers and recognized contracting vehicles designed for government procurement. These include state-specific vehicles (e.g., CA DGS SLP), regional or cooperative agreements (e.g., NASPO), vendor-specific agreements (e.g., NWN CalNet), and public marketplaces (e.g., AWS Marketplace).

Customers must verify the contract administrator's approval of the chosen vehicle to ensure compliance with procurement policies. CloudCORO's reliance on authorized resellers provides a streamlined purchasing experience while meeting government buyers' regulatory requirements.

Order Documents and Customer Acceptance

CloudCORO requires an official order document, such as a purchase order (PO) or software support agreement, to initiate a subscription. Customers implicitly accept the terms of CloudCORO's End-User License Agreement (EULA) upon issuing an order, even if the EULA terms are not explicitly detailed in the purchasing document.

Order documents detail the scope, terms, and pricing of the subscription, serving as a binding agreement. Any discrepancies between the order document and the EULA are resolved in favor of the EULA unless explicitly stated otherwise.

Payment and Refund Policies

Payments for CloudCORO subscriptions are required in advance of the subscription term unless otherwise specified. Multi-year agreements may allow for annual billing or upfront payments based on the customer's order. CloudCORO does not permit prorated payments for partial-term subscriptions.

Refunds are not provided except in extraordinary cases, such as CloudCORO's failure to meet specific obligations outlined in the SLA or where mandated by law. Customers are responsible for timely payments to maintain uninterrupted access to CloudCORO software. Late payments may result in suspension or termination of services.

Compliance with Government Contracting Provisions

CloudCORO aligns its practices with government contracting requirements so that its offerings comply with applicable regulations. In cases where the customer's contracting provisions supersede CloudCORO's EULA, only conflicting terms are overridden, while the rest of the EULA remains intact.

Customers are responsible for ensuring their procurement aligns with relevant government policies. CloudCORO supports compliance by working closely with resellers and providing necessary documentation to satisfy contracting requirements.

Customer Responsibilities

Customers play a vital role in facilitating the successful deployment, adaptation, and use of CloudCORO's software. Their responsibilities include compliance with license terms, safeguarding intellectual property, managing configurations, and adhering to compatibility requirements.

Compliance with License Terms

Customers must adhere to all terms outlined in CloudCORO's EULA and ordering documents. This includes using the software only within the licensed scope, ensuring compliance with payment obligations, and maintaining operational practices that align with the agreed-upon scope. Violations may result in penalties, including suspension or termination of the subscription.

Prohibited Actions and Sharing of Intellectual Property

To protect CloudCORO's intellectual property, customers are prohibited from:

- Reverse engineering, copying, or deconstructing the software.
- Sharing CloudCORO's intellectual property with third parties, including other government or commercial entities, without explicit permission.
- Using CloudCORO's software to create derivative works or competitive solutions.

These restrictions support the integrity of CloudCORO's proprietary solutions and foster a trusted relationship with customers.

Customer-Specific Configurations and Adaptations

Many CloudCORO solutions require customer-specific configurations to integrate seamlessly with the customer's environment. These may include single sign-on (SSO), APIs, compliance settings, and user experience adaptations. Customers must provide accurate requirements and work collaboratively with CloudCORO to facilitate successful implementation.

Failure to communicate accurate configurations may limit CloudCORO's ability to meet performance objectives, and the customer accepts responsibility for resulting limitations.

Compatibility Selection Approval Requirements

CloudCORO's Component-Based Software Engineering (CBSE) model allows for flexibility in customer-selected components, such as cloud providers or databases. However, compatibility approvals must be obtained from CloudCORO to confirm that chosen components meet performance and compliance standards.

Customers bear the responsibility of requesting and receiving CloudCORO's written approval for non-standard configurations. Failure to secure approval may result in limited support or compromised functionality.

Limitations of Liability

CloudCORO's limitations of liability clarify the extent of its obligations and set boundaries for the remedies available to customers. These terms confirm accountability while protecting CloudCORO from undue exposure to risks beyond its control.

Exclusions of Indirect or Consequential Damages

CloudCORO is not liable for indirect, incidental, or consequential damages arising from the use or inability to use its software. Examples include, but are not limited to:

- Lost revenue or profits.
- Business interruptions.
- Loss of data.

This exclusion applies regardless of whether CloudCORO was advised of the possibility of such damages. Customers agree to limit claims to direct damages attributable solely to CloudCORO's breach of its obligations.

Remediation and Settlement via Credits

In the event that CloudCORO fails to meet specific performance obligations, such as those defined in an SLA, customers may be eligible for remediation in the form of future service credits.

These credits are applied toward future subscriptions rather than cash refunds. Customers accept this as the sole remedy for non-compliance, supporting continuity of service and limiting financial disputes.

Disclaimer of Warranties

CloudCORO software solutions are provided on an "as-is" basis, without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

CloudCORO does not guarantee that its software will be error-free, uninterrupted, or meet all customer expectations, particularly in cases involving customer-selected configurations or third-party integrations. Customers acknowledge these limitations and accept the associated risks as part of their agreement.

Confidentiality and Data Security

CloudCORO is committed to maintaining the confidentiality and security of its proprietary information and customer data. These provisions support both parties' obligations to protect sensitive information throughout the duration of the subscription and beyond.

Treatment of CloudCORO Proprietary Information

CloudCORO's proprietary information includes, but is not limited to, software designs, source code, methodologies, workflows, technical documentation, solution configurations, and trade secrets. Customers acknowledge and agree that all proprietary information disclosed by CloudCORO in connection with the subscription remains the exclusive property of CloudCORO.

Customer Obligations

- **Non-Disclosure:** Customers must treat CloudCORO's proprietary information as confidential and are prohibited from disclosing it to third parties without CloudCORO's explicit, written consent.
- **Restricted Use:** Customers may use proprietary information solely for purposes directly related to their licensed use of CloudCORO software solutions.
- **Protection Measures:** Customers must implement appropriate safeguards to protect CloudCORO's proprietary information from unauthorized access, duplication, or misuse.

CloudCORO retains the right to enforce legal or contractual remedies in cases of unauthorized use or disclosure of its proprietary information.

Data Privacy and Protection

CloudCORO's data privacy policies align with industry standards and applicable laws to support the protection of personal and sensitive data. CloudCORO may collect, process, and store data as necessary for the delivery and maintenance of its software solutions.

CloudCORO's Commitments

- **Compliance with Regulations:** CloudCORO adheres to data protection regulations applicable to its operations, which may include GDPR, CCPA, and other jurisdiction-specific laws if specified in the order documents.
- **Data Minimization:** Only the data required for operational functionality, technical support, or compliance purposes is collected or processed.

- **Secure Processing:** CloudCORO employs encryption, access controls, and monitoring systems to safeguard data against breaches or unauthorized access.

CloudCORO does not sell, share, or otherwise distribute customer data to third parties, except where necessary to deliver its software services or comply with legal obligations.

Responsibilities for Customer Data

While CloudCORO takes measures to secure its software and systems, customers retain ultimate responsibility for ensuring the security and integrity of their data within the scope of their usage.

Customer Obligations

- **Access Controls:** Customers must manage user access to CloudCORO's solutions and ensure that only authorized personnel have access to sensitive data.
- **Data Backup:** Customers are responsible for implementing data backup and recovery mechanisms appropriate for their use cases.
- **Compliance Requirements:** Customers must ensure that their use of CloudCORO solutions aligns with data protection and privacy regulations applicable to their jurisdiction or industry.

CloudCORO may provide tools and documentation to support customers in meeting their data security and compliance obligations.

Governing Law and Dispute Resolution

The terms of the End-User License Agreement (EULA) are governed by laws designed to provide consistency and fairness while addressing potential disputes efficiently.

Applicable Law

This EULA is governed by the laws of the jurisdiction in which CloudCORO is incorporated unless otherwise specified in the order documents or required by government regulations. The choice of governing law supports clarity in interpreting the agreement and provides a legal framework for resolving disputes.

In cases where conflicting legal requirements exist, CloudCORO will work with customers to align contractual obligations with applicable legal standards.

Resolution Mechanism for Disputes

CloudCORO is committed to resolving disputes in a manner that minimizes disruption and maintains strong customer relationships.

Resolution Process:

- **Negotiation:** Parties must first attempt to resolve disputes through informal discussions or negotiations. CloudCORO encourages open communication to address concerns promptly.
- **Mediation:** If a resolution cannot be reached through negotiation, parties may agree to engage in mediation facilitated by a neutral third-party. Mediation is non-binding and seeks to identify mutually acceptable solutions.
- **Arbitration or Litigation:** For disputes that cannot be resolved through mediation, parties may pursue arbitration or litigation as specified in the order documents.
 - (a) **Arbitration:** If agreed upon, arbitration will be conducted in accordance with the rules of a recognized arbitration body. Decisions reached through arbitration are binding.
 - (b) **Litigation:** In cases where litigation is pursued, proceedings will take place in a court with appropriate jurisdiction, as specified in the order documents or applicable law.

Each party bears its own costs for dispute resolution unless otherwise agreed or mandated by the resolution outcome.

Miscellaneous Provisions

The Miscellaneous Provisions section includes additional terms that support the EULA functions as a comprehensive and enforceable agreement.

Entire Agreement

This EULA, along with any associated order documents, quotes, or software support agreements, constitutes the entire agreement between CloudCORO and the customer regarding the licensed software. It supersedes all prior agreements, communications, or understandings related to the subject matter.

Implications of the Entire Agreement Clause

- **Exclusivity:** Any additional or conflicting terms proposed by the customer are invalid unless explicitly agreed to in writing by CloudCORO.
- **Modifications:** Changes to the EULA or related documents must be made in writing and signed by authorized representatives of both parties.

Severability

If any provision of this EULA is found to be invalid or unenforceable by a court or other competent authority, the remaining provisions remain in full force and effect.

Examples of Severability Scenarios

- A clause conflicting with specific government regulations may be deemed void, but the rest of the EULA remains valid.
- If a court limits the enforceability of a provision, it will be applied to the maximum extent permitted by law.

Severability confirms that the invalidity of one provision does not negate the entire agreement.

No Waiver

Failure by CloudCORO to enforce any provision of this EULA does not constitute a waiver of its rights under the agreement.

Key Points

- **No Implicit Waivers:** Even if CloudCORO chooses not to enforce a term or condition in a specific instance, this does not waive its right to enforce that term or any other provision in the future.
- **Written Waivers:** Any waivers must be documented in writing and signed by an authorized CloudCORO representative.

Notices

All notices required under this EULA must be provided in writing and delivered through recognized channels to support clarity and traceability.

Delivery Methods

- **Email Communication:** Notices may be sent via email to designated points of contact.
- **Certified Mail or Courier:** For formal or legal notices, certified mail or courier delivery supports documentation of receipt.
- **Customer Responsibility:** Customers must keep CloudCORO informed of any changes to their contact information to support timely receipt of notices.

Examples of Notices

- Changes to subscription terms or pricing.
- Updates to the EULA or service agreements.
- Termination of the subscription or enforcement of penalties.

Disclaimer

The provisions outlined in this End User License Agreement represent the default terms governing the use of our solutions. Specific terms and conditions may be modified upon mutual written agreement between CloudCORO and the customer. Any such modifications will apply solely to the specific content addressed in the mutual agreement, while all other provisions of this agreement will remain in full force and effect. CloudCORO reserves the right to periodically update these agreements to support compliance with applicable laws and evolving business practices.