

# Terms and Conditions

**Modifications to this Agreement:** From time to time, CloudEagle may modify this Agreement. Unless otherwise specified by CloudEagle, changes become effective for Licensee upon renewal of the then-current Term or entry into a new Order after the updated version of this Agreement goes into effect. CloudEagle will use reasonable efforts to notify Licensee of the changes through communications via Licensee's account, email or other means.

The "**Effective Date**" of this Agreement is the date which is the earlier of (a) Licensee's initial access to any Service through any online provisioning, registration, or order process or (b) the effective date of the first Order, as applicable, referencing this Agreement. This Agreement will govern Licensee's initial purchase on the Effective Date as well as any future purchases made by Licensee that reference this Agreement.

These Terms of Service (the "**Agreement**") is entered into by and between CloudEagle Inc., ("**CloudEagle**") and the person or entity placing an order for or accessing the Service ("**Licensee**"). In consideration of the terms and conditions set forth below, the parties agree as follows:

BY ACCEPTING THIS AGREEMENT OR ACCESSING OR USING THE SERVICES, THE LICENSEE IS AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND CLOUDEAGLE'S PRIVACY POLICY AVAILABE AT <https://www.cloudeagle.ai/privacy-policy>.

IF THE LICENSEE IS USING ANY SERVICE AS AN EMPLOYEE, AGENT, OR CONTRACTOR OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN THE LICENSEE REPRESENTS AND WARRANTS THAT THE LICENSEE HAS THE AUTHORITY TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

Licensee must be the older of : (i) eighteen (18) years, or (ii) at least the age of majority in the jurisdiction where the Licensee resides when Licensee accesses and uses CloudEagle Services. If Licensee does not fall under above classification, please do not access or use CloudEagle Services.

## 1. DEFINITIONS

**"Authorized User"** means any individual (including Licensee's employees, agents, third-party contractors, consultants, suppliers of services, and customers, in each case to the extent that Licensee's license includes, and Licensee pays for, such individual) who is authorized to access the Software, Documentation or Services and exercise the rights licensed by Licensee. Each Authorized User must use a unique identity to access and use the Software unless otherwise licensed, and may access the services only to the extent licensed by Licensee.

**"Cloud Infrastructure"** means the computing, storage, networking, and other hardware and software infrastructure used by CloudEagle in providing the Services.

**"Delivery"** means the availability of the Software and/or Documentation by CloudEagle to the Licensee via electronic or other means, without regard to when Licensee actually installs or uses such Software.

**"Documentation"** means the instruction manuals, user guides, and other information to be made available from time to time by CloudEagle in either printed or electronic form to the Licensee.

**"Licensee Data"** means any non-public data provided by Licensee to CloudEagle to enable CloudEagle to provide the Software and related services.

**"Order"** means any document agreed to between the parties which sets forth the Software licensed by the Licensee and any relevant pricing.

**"Services"** means the Software and related services accessed by Authorized Users in a manner consistent with CloudEagle's published Documentation and an Order.

**"Software"** means the licensed software set forth in any Order, as well as any Update made available to Licensee by CloudEagle.

**"Subscription"** means licenses to the Software, Documentation, and Support Services.

**"Support Services"** shall have that meaning assigned to it in Exhibit A to these Terms.

**"Third-party Service(s)"** shall mean third party application(s) or service(s) integrating with the Services through APIs or otherwise enabled through the Services which require Licensee to have Licensee's own accounts with such third-party application(s) or service(s) in order to utilize them.

**"Update"** means such enhancements, modifications, or additions to the Software or Documentation as may be made available from time to time by CloudEagle to Licensee.

## 2. ORDERS, SUBSCRIPTION AND DELIVERY

**2.1 Orders; Subscriptions.** During the Term as specified in an Order, and subject to

Licensee's compliance with these Terms hereof, including the payment of the applicable fees, Licensee may subscribe to Software and Support Services by the parties agreeing to Orders that reference these Terms.

**2.2 Delivery.** Unless otherwise agreed to, all Software, Updates and Documentation licensed by Licensee pursuant to these Terms will be delivered electronically to Licensee (by giving Licensee access to such Software, Updates and Documentation). In the case of a renewal of a Subscription, Licensee acknowledges and agrees that there is no delivery requirement for such renewal. Such renewals shall be deemed delivered on the first day of the then-current renewal term of the applicable Subscription.

### **3. TERM AND TERMINATION**

**3.1 Term.** These Terms are effective as of the Effective Date (or, for online customers, the date of sign up on the Website) and will continue through the then-current Subscription Term.

**3.2 Term of Orders.** Orders issued under this Agreement shall begin and end as specified in each such Order. Thereafter, each Order shall automatically renew for additional periods as set forth in the Order (each a "Renewal Order Term") unless either party notifies the other in writing of its intent not to renew at least sixty (60) days prior to the end of the then-current Order term.

**3.3 Termination.** This Agreement and any Order may be terminated by either party upon notice if the other party (i) breaches any material terms or conditions of this Agreement and fails to remedy the breach within thirty (30) days after being given notice thereof, or (ii) ceases to function as a going concern or to conduct operations in the normal course of business, or (iii) has a petition filed by or against it under any bankruptcy or insolvency laws which petition has not been dismissed or set aside within sixty (60) days of filing.

**3.4 Effect of Termination.** Upon termination of this Agreement or any Order, Licensee shall immediately uninstall Software and Documentation in its possession or control, and a duly authorized officer of the Licensee shall confirm in writing to CloudEagle that the Licensee has complied with such obligation. Any termination of this Agreement pursuant to this Section shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Following the termination of this Agreement or any applicable Order either by Licensee or by CloudEagle, Licensee's access and use of the Services shall cease. CloudEagle will retain all Licensee Data in CloudEagle's possession for sixty (60) days from the date of effective termination ("**Data Retention Period**"). Beyond the Data Retention Period, CloudEagle shall delete all the Licensee Data in CloudEagle's possession.

**3.5 Survival.** Sections 3.4, 3.5, 4.1, 4.2, 4.4, 4.6, 5.2, 8, 9, 10, 11, 12, and 14 all associated

definitions, and all accrued rights to payment shall survive after termination or expiration of this Agreement.

#### **4. OWNERSHIP OF INTELLECTUAL PROPERTY; LICENSE GRANT; RESTRICTIONS; FEEDBACK**

**4.1 Ownership by CloudEagle.** The Services, Software and Documentation contain proprietary and confidential information of CloudEagle and its licensors. Except to the extent licenses are expressly granted hereunder, CloudEagle and its licensors retain all right, title and interest in and to all intellectual property rights (including patent, trademark, trade secret rights, inventions, copyrights, know-how and trade secrets) in and to the Software, Documentation and Services (including any Updates and upgrades). In addition, any additional system software, and the content, organization, graphics, design, compilation, know-how, concepts, methodologies, procedures, and other matters related to CloudEagle's website are protected under applicable copyrights, trademarks and other proprietary rights. The use, copying, redistribution, use or publication by Licensee of any such parts of the website, Software, Documentation or the Services, except as expressly authorized by this Agreement, is prohibited.

**4.2 Ownership by Licensee.** Except to the extent licenses are expressly granted hereunder, Licensee retains all right, title and interest in and to all intellectual property rights (including patent, trademark, trade secret rights, inventions, copyrights, know-how and trade secrets) in and to: (i) its products and services; and (ii) the Licensee Data.

**4.3 License Grant by CloudEagle.** During the Order Term and subject to and in consideration of timely payment by the Licensee of the License Fees hereunder, and of Licensee's compliance with this Agreement, CloudEagle hereby grants to the Licensee and its Authorized Users, solely during the Term specified in an Order, a royalty free, limited, personal, non-exclusive, revocable, non-transferable (except as otherwise expressly allowed by this Agreement) license:

(a) during the Order Term (i) access and use the Software and Documentation via the Internet address provided to Licensee by CloudEagle (if the Subscription uses the Cloud Infrastructure) or (ii) to install and use the Software (if the Software is hosted on Licensee's premises Licensee by CloudEagle) and use the Documentation. The Licensee shall be responsible for all acts and deeds of its Authorized Users and any Authorized Users the Licensee grants access to. All such Authorized Users shall be bound by the terms of this Agreement.

**4.4 Restrictions to License Grant by CloudEagle.** Licensee agrees that it (and its Authorized Users) will not without express written permission of CloudEagle: (a) reverse compile, disassemble, decompile or engineer, copy, modify, adapt or create derivative works of or from the Software or any part thereof; (b) make the Software or Documentation available to, or use the Software or Documentation for the benefit of, anyone other than Licensee; (c) assign, transfer, sell, resell, license, sublicense, distribute, rent or lease the Software or Documentation, or include any Software or Documentation in a service bureau or outsourcing offering; (d) permit direct or indirect access to or use of the Software or Documentation in a way that

circumvents any contractual usage limit; (e) copy the Software or Documentation or any part, feature, function or user interface thereof (except as expressly otherwise permitted under this Agreement); or (f) access or use any Software or Documentation in order to build a competitive product or service. Without limiting any other responsibilities Licensee has under this Agreement, Licensee is responsible for the actions of anybody accessing the Software using the credentials of any Authorized user.

**4.5 License Grant by Licensee.** Licensee hereby grants to CloudEagle a non-exclusive, transferable and sublicensable (solely as set forth herein), worldwide, royalty-free license to use, copy, modify and perform Licensee Data as reasonably required to operate and provide the Software and Services. CloudEagle shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Software and related services, systems and technologies, and CloudEagle will be free to (i) use such information and data to improve and enhance the Software and related services and for other development, diagnostic and corrective purposes in, and (ii) except for data that is Customer Confidential Information disclose such data solely in aggregate or other de-identified form (from which neither Licensee cannot be identified) in connection with its business.

**4.6 Feedback.** During the Term and any subsequent renewals, Licensee will use reasonable efforts to report to CloudEagle any “bugs” or reproducible errors in the Software as they are encountered. Licensee agrees that any information or feedback Licensee may provide to CloudEagle related to the Software is non-confidential and Licensee grants CloudEagle a non-exclusive, worldwide, fully paid up, perpetual and irrevocable license to use, share, commercialize, and otherwise exploit this information/feedback in CloudEagle’s business activities without restriction and without payment or accounting to Licensee or any third party.

## **5. REGISTRATION; ACCESSING THE SOFTWARE; LICENSEE RESPONSIBILITIES**

**5.1 Access and Credentials.** To access the Service, Licensee must register and provide CloudEagle with certain information (such as identification or contact details) as part of the registration process. Licensee shall provide accurate, current and complete information required to enable its Authorized Users on the Service. Once registered, Licensee will be issued certain access credentials to access the Service. Licensee will maintain the accuracy of such information during the use of the Services.

**5.2 Licensee Responsibilities.** Licensee shall require Authorized Users to maintain proper password security, and to maintain the confidentiality of Licensee’s account. Without limiting any other responsibilities Licensee has under this Agreement, Licensee is responsible for the actions of (i) its Authorized Users, (ii) anybody accessing the Service using the credentials of any Authorized User, to the extent that such other individual did not gain access to the credentials due to an action or inaction of CloudEagle.

## **6. CONTROL OF THE SERVICES; SYSTEMS; EXCESS TRAFFIC** 6.1 The method and

means of providing the Services shall be under the exclusive control, management, and supervision of CloudEagle. CloudEagle will provide and operate the Services in a professional and commercially reasonable manner in accordance with applicable law.

6.2 Each party shall retain sole responsibility for such party's information technology infrastructure, including computers, servers, software, databases, electronic systems (including database management systems) and networks (collectively, "Systems"), whether operated directly by such party or through the use of third-party services.

6.3 Licensee shall not take or permit any actions which could interfere with the operation of the Service or any other licensee's or customer's use or enjoyment of the Service, including by interfering with, intruding into, disrupting, or making repeated accesses or requests that cause performance degradation to any network, equipment, server, or software system used to host or otherwise implement the Service.

## **7. PAYMENTS**

7.1 **Accrual of Payment Rights.** CloudEagle's right to payment for the Software licensed by Licensee shall accrue on the date the Software is Delivered to Licensee. Unless otherwise specified in this Agreement, all License Fees are non-refundable. No refunds shall be issued for partial use or non-use of the Services.

7.2 **Invoicing and Payment.** CloudEagle will invoice Licensee in accordance with the relevant Order. Unless otherwise indicated in an Order, payment of the License Fee is due within thirty (30) days of Licensee's receipt of an undisputed invoice ("**License Fees**"). In the case of non-payment of any undisputed License Fees, CloudEagle may, at its sole discretion: (i) suspend Licensee's access to the Software and Services; (ii) terminate this Agreement and/ or Order; or (iii) continue to provide the Software and Services, for a period solely determined by CloudEagle, in anticipation of full and prompt payment by Licensee. Any amount which is unpaid when due may be subject to interest equal to the lower of 1.5% per month or the highest applicable legal rate. CloudEagle shall be entitled to reimbursement for any costs actually incurred by CloudEagle for the collection of any past-due balance.

7.3 **Annual Price Uplift.** Beginning from the start of the second year of the Initial Term, and for each subsequent Renewal Term, the License Fees and other recurring fees payable under this Agreement shall be subject to an annual increase of **seven percent (7%)** over the amount payable in the immediately preceding year, unless otherwise agreed in writing by the Parties in the applicable Order

7.4 **Taxes.** Unless otherwise stated with respect to terms and conditions for a specific Subscription type, all stated prices are exclusive of any taxes, fees, and duties or other amounts, however designated, and including without limitation value added and withholding taxes that are levied or based upon such charges,

or upon this Agreement. Any taxes related to the Software, Documentation, Services or Support Services purchased or licensed pursuant to this Agreement including, but not limited to, withholding taxes, will be paid by Licensee, or Licensee will present an exemption certificate acceptable to the taxing authorities. Licensee will not be liable for taxes imposed on CloudEagle based on CloudEagle's income.

## **8. WARRANTIES; DISCLAIMER**

**8.1 Warranty.** CloudEagle warrants that the Services will perform in all material aspects in accordance with the Documentation.

**8.2 Warranty Remedies.** If CloudEagle breaches the warranty set forth in Section 9.1, Licensee's sole and exclusive remedy, and CloudEagle's sole obligation, shall be to remedy such breach as set forth in this Section. At the sole discretion of CloudEagle, CloudEagle will, at its expense, either: (i) repair or replace the defective Software to enable it to perform substantially in accordance with the Documentation; or (ii) terminate this Agreement and refund on a pro-rata basis to Licensee any Licensee Fees prepaid by Licensee to CloudEagle for the defective Software for the corresponding unused portion of the Term.

**8.3 Licensee's Warranties.** Licensee represents and warrants that Licensee owns all Licensee Data or Licensee has all rights that are necessary to grant CloudEagle the licensed rights in Licensee Data under this Agreement. Licensee also represents and warrants that neither Licensee Data, nor the inclusion of Licensee Data in the Services, will infringe, misappropriate or violate a third party's Intellectual Property Rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

**8.4** EXCEPT AS MAY OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS, SERVICES, DOCUMENTATION, DATA OR OTHER TANGIBLE OR INTANGIBLE MATERIALS PROVIDED UNDER THIS AGREEMENT, AND HEREBY DISCLAIMS ANY OTHER EXPRESS WARRANTIES, AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CLOUDEAGLE DOES NOT WARRANT THAT THE SOFTWARE, SERVICES OR DOCUMENTATION PROVIDED UNDER THIS AGREEMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE OR THAT SUCH SOFTWARE OR DOCUMENTATION WILL SUCCEED IN RESOLVING ANY PROBLEM.

**9. LIMITATION OF LIABILITY** 9.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST SALES, LOST GOODWILL, LOSS OF USE OR LOST CONTENT, IMPACT ON BUSINESS, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, BREACH

OF STATUTORY DUTY, NEGLIGENCE OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EITHER PARTY'S AGGREGATE LIABILITY AND THAT OF THEIR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, RELATING TO THE SERVICES, WILL BE LIMITED TO AN AMOUNT EQUAL TO TWELVE MONTHS OF THE LICENSEE FEES PAID BY LICENSEE FOR THE SERVICES PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

FOR CLOUDEAGLE'S INDEMNITY OBLIGATIONS SET FORTH UNDER CLAUSE 10.1, BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER CLAUSE 12 AND FOR ANY DATA BREACH DIRECTLY ATTRIBUTABLE TO CLOUDEAGLE, CLOUDEAGLE'S LIABILITY AND THAT OF ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, RELATING TO THE SERVICES, WILL BE LIMITED TO THREE (3) TIMES OF THE LICENSE FEES PAID BY LICENSEE FOR THE SERVICES PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

## 10. INDEMNIFICATION

**10.1 Indemnification by CloudEagle.** CloudEagle will defend Licensee, from any third-party claim alleging that Licensee's use of the Services as contemplated hereunder infringes any third party's patent, copyright and/or trademark intellectual property rights (an "**IP Claim**"), and will indemnify and hold Licensee harmless from and against any damages and costs awarded against Licensee, or agreed in settlement by CloudEagle (including reasonable attorneys' fees) resulting from such IP Claim. CloudEagle will have no liability or obligation with respect to any IP Claim if such claim is caused in whole or in part by (i) unauthorized use of the Services by Licensee, or Licensee's Authorized Users; (ii) modification of the Services by anyone other than CloudEagle; or (iii) the combination, operation or use of the Services with other data, hardware or software not provided by CloudEagle. If Licensee's use of the Services results or in CloudEagle's opinion is likely to result in an IP Claim, CloudEagle may at its own option and expense (a) procure for Licensee the right to continue using the foregoing items as set forth hereunder; (b) replace or modify them to make them non-infringing; or (c) if options (a) or (b) are not commercially reasonable as determined by CloudEagle, then either Licensee or CloudEagle may terminate Licensee's subscription to the Services, and CloudEagle shall refund Licensee, on a pro-rated basis, any Licensee Fees that Licensee has previously paid for the corresponding unused portion. This sections above state CloudEagle's entire liability and Licensee's exclusive remedy with respect to an IP Claim.

**10.2 Indemnification by Licensee.** Licensee will indemnify and hold CloudEagle harmless against any claim brought by a third party against CloudEagle arising from Licensee's acts or omissions in connection with clause 4.4 of this Agreement.

## 11. CONFIDENTIALITY

**11.1 Confidentiality.** Each of the parties hereto undertakes to the other to keep confidential all Confidential Information concerning the business and affairs of

the other that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Agreement. To qualify as Confidential Information, the disclosing party must conspicuously mark the Confidential Information in tangible form as "confidential," "proprietary" or similar words generally understood to communicate the confidential nature of the information. Where it is not possible to use such marking, or when the information is disclosed orally or visually, the disclosing party must state at the time of disclosure that the information is Confidential Information, and when requested by the receiving party, summarize in writing the Confidential Information within a reasonable time of such request, describing the disclosure in sufficient detail. Despite the foregoing, the Software and each party's product road maps, product development plans, pricing, business plans, customer lists, business and financial information shall be deemed to be such party's Confidential Information whether or not so marked.

**11.2 Exceptions.** Despite all of the foregoing, Confidential Information will not include any information which: (a) is already lawfully in the receiving party's possession (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of the receiving party; (c) is disclosed to the receiving party by a third party who may transfer or disclose such information without restriction; (d) is disclosed by the receiving party with the disclosing party's approval; or (e) is independently developed by the receiving party without any use of the other party's Confidential Information.

**11.3 Required Disclosures.** If a party is ordered to disclose Confidential Information by judicial or governmental authorities, then the receiving Party shall use all reasonable efforts to provide the disclosing party with prior notice of such disclosure unless legally prohibited and to obtain a protective order therefor.

**11.4 Injunctive Relief.** Because of the unique and proprietary nature of the Confidential Information, it is understood and agreed that the disclosing party's remedies at law for a breach by the receiving party of its obligations hereunder may be inadequate and that the disclosing party shall be entitled to seek equitable relief (including without limitation provisional and permanent injunctive relief and specific performance).

## **12. PRIVACY AND SECURITY**

**12.1** Each party agrees to abide by all applicable local, state, national, and international laws and regulations in connection with providing the Services, including, without limitation, all laws regarding the transmission of technical data exported from the United States through the Service and all applicable privacy laws. CloudEagle will, taking into account the nature of the personal data and the risks involved in the processing of any such personal data, maintain reasonable and appropriate security measures, including technical and organizational safeguards designed to ensure the security and confidentiality of personal data.

## **13. MISCELLANEOUS**

**13.1 Waiver.** The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

**13.2 Notices.** All notices must be in writing and in the English language and will be deemed given only when sent by mail (return receipt requested), hand-delivered, sent by documented overnight delivery service to the party to whom the notice is directed, at its address indicated in the signature box to this Agreement (or such other address as to which the other party has been notified), or sent by email to the email address as may be provided by one party to the other from time to time.

**13.3. Invalidity and Severability.** If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

**13.4 Assignment.** Either may assign this Agreement without consent to an entity that acquires all or substantially all of the shares of the assigning party, or all or substantially all of its business or assets, whether by merger, reorganization, acquisition, sale, or otherwise. Except as set forth herein, neither party shall assign, transfer or sublicense this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

**13.5 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law provisions thereof. The sole venue for all disputes relating to this Agreement shall be in San Francisco County, California, USA.

**13.6 Independent Contractors.** The parties agree that each is an independent contractor and neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other party.

**13.7 Export Compliance.** The Software is subject to U.S. export controls, specifically the Export Administration Regulations. Both parties shall comply with all relevant import and export regulations, including those adopted by the Bureau of Industry and Security of the U.S. Department of Commerce.

**13.8 Publicity Rights.** Licensee hereby grant CloudEagle a royalty-free, worldwide, transferable license to use Licensee's trademark or logo to identify Licensee as CloudEagle's customer on CloudEagle's websites and/or marketing collateral.

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