

Your use of the CloudEndure Disaster Recovery Service and/or CloudEndure Migration Service (together with any related APIs and software components "Services") is governed by the terms of the AWS Customer Agreement (<https://aws.amazon.com/agreement/>) or other agreement with AWS governing your use of AWS services (the "AWS Agreement"). In addition, the following service terms and the Privacy Policy located at <http://www.cloudendure.com/privacy-policy/>, each as may be updated by us from time to time (together, the "Terms"), apply to your use of the Services and will control to the extent these Terms are inconsistent with the AWS Agreement.

1. Account. By creating an account at <http://www.cloudendure.com> (the "Account") to access the Services, you agree that you are responsible for all activities that occur under your Account, and if you are entering into the Terms for an entity, you represent to us that you have legal authority to bind that entity. Unless explicitly permitted by us, you will only create one Account per email address.
2. Content. By registering your servers and cloud account(s) to either of the Services, we will use, access, copy, adjust and reproduce content contained in your servers and/or cloud account(s) ("Your Service Content") only as necessary to provide such Service to you. Other than Your Service Content, any information that you provide to us (i) in connection with the creation or administration of your Account and (ii) any technical information about the servers and cloud account(s) for which you wish to use the Services, such as access credentials, is subject to the Privacy Policy and will be stored in AWS US East (N. Virginia) and AWS US West (N. California).
3. Additional Fees. You are responsible for fees incurred for other AWS services that you use in connection with the Services.
4. License. Each license to use either Service, including any related software component, is valid for use with only one physical or virtual server as a source location.
5. Termination. These Terms may be terminated by a mutual agreement of both parties. These Terms and the licenses granted hereunder will be superseded by the AWS Agreement to the extent either Service becomes replaced by a subsequently released version available to you via the AWS console.
6. Terms. The Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this agreement (for clarity, including the Terms of Service located at <https://www.cloudendure.com/terms-of-service/>).