



Any entity or individual using the Cloudbrink Platform (a “**Client**”) agrees to be bound by this END USER LICENSE AGREEMENT (this “**Agreement**”). This Agreement is entered into by and between Cloudbrink, Inc., a Delaware corporation (“**Cloudbrink**”) and the Client.

This Agreement is effective as of the earlier of either (i) the date of Client’s first use of the Cloudbrink Platform or (ii) Client’s acceptance of this Agreement via an “Accept” or similar button or checkbox during the sign-up process (the “**Effective Date**”). This Agreement will remain in effect during the Subscription Period or until terminated as specified in this Agreement.

## 1. DEFINITIONS.

1.1 “**Authorized User**” means an individual employee or agent of Client who has been (i) authorized by the Client (ii) is paid for directly to Cloudbrink or through an authorized reseller, and (iii) and is assigned a unique username/password combination to access and use the Cloudbrink Platform. The rights of Authorized Users are solely those expressly granted to Client pursuant to Section 2. Conduct by any and all Authorized Users of Client or of Client’s Affiliates shall be treated as the conduct of the Client for purposes of Client’s obligations pursuant to this Agreement.

1.2 “**Client Data**” means any data, files, text, graphics, images, software, works of authorship of any kind, and information or other materials that Client or its Affiliates transmits to, uploads to, transfers to, processes on, stores in, or causes to interface with, Client’s and/or Authorized User’s Account(s) or the Cloudbrink Platform.

1.3 “**Cloudbrink Materials**” means the Cloudbrink Platform, any software programs, tools, utilities, processes, inventions, devices, methodologies, specifications, documentation, techniques, and materials of any kind used or developed by Cloudbrink or its personnel in connection with providing the Cloudbrink Platform and related services.

1.4 “**Cloudbrink Platform**” means the Cloudbrink converged edge infrastructure, which seamlessly distributes cloud applications or functions and enhances application performance for end-users and devices, and related services, as improved and updated by Cloudbrink from time to time.

1.5 “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure; Cloudbrink’s Confidential

Information will include the Cloudbrink Materials; and Confidential Information of each party will include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Confidential Information will not include any information that (i) is, or becomes, generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to any disclosure by the Disclosing Party.

1.6 “**Documentation**” means the user documentation for the Cloudbrink Platform that Cloudbrink makes generally available to users through the Cloudbrink Platform as updated from time to time.

1.7 “**Monitoring Data**” means data in electronic form input or collected through the Cloudbrink Platform by or from Client and Authorized Users, including without limitation network statistics, device and application data, networking characteristics, usage, performance, and related data. Monitoring Data does not include any names, addresses, financial information, login IDs, biometric identifiers, video footage, geographic location data, customer loyalty histories, or social media.

1.8 “**Privacy Notice**” means Cloudbrink’s privacy notice related to use of the Cloudbrink Platform accessible at [www.cloudbrink.com/privacy-policy](http://www.cloudbrink.com/privacy-policy).

1.9 “**Order**” means the ordering document that evidences your purchase of an entitlement to the Cloudbrink Platform.

2. **LICENSE.** Subject to Client’s compliance with this Agreement and payment by Client as set forth herein, Cloudbrink grants Client a limited, non-exclusive, non-transferable, revocable (as set forth herein) license during the Subscription Period (as defined in Section 6) to access and use the Cloudbrink Platform via Cloudbrink’s cloud-based services (subject to Client’s having a valid Account as described in Section 7 below), solely for Client’s internal business use. Such access and use are expressly limited to the number of Authorized Users set forth the applicable Order. Client’s rights in the Cloudbrink Platform will be limited to those expressly granted in this Section 2. Cloudbrink and its licensors reserve all rights and licenses in and to the Cloudbrink Platform not expressly granted to Client under this Agreement.

### 3. **PROHIBITIONS AND USE POLICIES.**

3.1 Client acknowledges that the Cloudbrink Platform contain trade secrets of Cloudbrink and its licensors, and, in order to protect such trade secrets and other interests that Cloudbrink and its licensors may have in the Cloudbrink Platform, Client may not, and Client agrees not to, reverse engineer, decompile or disassemble the Cloudbrink Platform. In addition, Client may not, and Client agrees not to: (i) sell or sublicense the Cloudbrink Platform; (ii) modify the Cloudbrink Platform; (iii) distribute or copy the Cloudbrink Platform in whole or in part; (iv) use the Cloudbrink Platform in any unlawful manner, for any unlawful purpose, or in any manner

inconsistent with this Agreement or Cloudbrink's applicable Documentation; (v) access or use any areas of the Cloudbrink Platform for which Cloudbrink has not granted Client authorization, or tamper or interfere with Cloudbrink's computer systems or the technical delivery systems of Cloudbrink's providers; or (vi) encourage, authorize, or enable anyone to do any of the foregoing.

3.2 Client acknowledges and agrees that Cloudbrink is not required to monitor or police communications or data transmitted through the Cloudbrink Platform and that Cloudbrink shall not be responsible for the content of any such communications or transmissions. Client shall use the Cloudbrink Platform exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others. Client shall keep confidential and not disclose to any third parties and shall ensure that Authorized Users keep confidential and do not disclose to any third parties, any user identifications, account numbers or account profiles.

#### 4. PAYMENT.

4.1 Client must pay all charges it incurs for its use of the Cloudbrink Platform, which may include a committed amount, charges for add-on features, and charges Client incurs based on actual usage of the Cloudbrink Platform. Cloudbrink may bill Client directly for any additional charges, even if Client purchases its entitlement to the Cloudbrink Platform through a Cloudbrink channel partner. Cloudbrink may not require a purchase order to invoice Client for any charges.

4.2 All Orders are subject to the Agreement and are not binding until accepted by Cloudbrink. An Order will be deemed accepted when Cloudbrink or an authorized Cloudbrink channel partner delivers Cloudbrink Platform access credentials to Client via email. All Orders are non-refundable and non-cancellable except as expressly provided in this Agreement. Client shall not be entitled to refunds except for as expressly set forth herein.

4.3 If Cloudbrink is required to collect any tax for which Client is responsible, Client agrees to pay such tax directly to Cloudbrink. All past due amounts will incur interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

#### 5. OWNERSHIP. Cloudbrink and its licensors reserve sole and exclusive ownership of Cloudbrink Materials, and all copyrights, patents, trademarks, and other intellectual property rights therein. Cloudbrink Materials do

not include Client Data. Client may not remove, alter, or obscure any copyright, trademark, or other proprietary rights notices appearing on the Cloudbrink Platform. If Client provides Cloudbrink with any Client Feedback regarding the Cloudbrink Platform, Client acknowledges that Cloudbrink shall have a perpetual, irrevocable, royalty-free, worldwide license to use (or not use) any such suggestions, comments, or other feedback regarding the Cloudbrink Platform in any manner and for any purpose, without compensation to Client and without implying or creating any interest on Client's part in any of Cloudbrink's products or services that may be based on such Feedback. "Client Feedback" means all oral or written communications regarding

improvements or changes to any of Cloudbrink's Cloudbrink Platform, products, deliverables, tools, reports, scripts, or technology that Client provides to Cloudbrink.

6. **TERMINATION.** Either party may terminate this Agreement (including any Order then in effect) if the other party breaches any material term of this Agreement or Order and fails to cure such breach within thirty (30) days after receipt of a written notice thereof. Cloudbrink may suspend Client's Account (including any individual Authorized User's Account) and Client's use of the Cloudbrink Platform as Cloudbrink deems appropriate to prevent, investigate, or otherwise address any suspected misuse of the Cloudbrink Platform. Upon the expiration or termination of this Agreement, Client will, within thirty (30) days after receipt of Cloudbrink's invoice, pay all accrued and unpaid fees. The provisions of this Agreement that are intended by the parties to, and by their nature must, survive termination or expiration of this Agreement shall so survive.
7. **ACCOUNT.** To access and use the Cloudbrink Platform, Client will need to register and create an account ("**Account**"). Client agrees to provide accurate, current, and complete information about its Account, which includes all individual Authorized User Accounts. Cloudbrink reserves the right to suspend or terminate the Client Account or any individual Authorized User's Account, if any information provided during the registration process or thereafter is or becomes inaccurate, false, or misleading. Client is responsible for maintaining the confidentiality of Client's passwords and Account, including all usernames and passwords information assigned to its Authorized Users, and agrees to notify Cloudbrink if any of the passwords is lost, stolen, or disclosed to an unauthorized third-party, or otherwise may have been compromised. Client is responsible for all activities that occur under the Client Account, including the activities carried out by individual employees.
8. **DATA OWNERSHIP.**

8.1 Cloudbrink does not claim any ownership rights in Client Data. Nothing in this Agreement will be deemed to restrict any rights that Client may have to use and exploit Client Data. Client hereby grants to Cloudbrink a non-exclusive, worldwide license to use, reproduce and transfer Client Data solely in connection with Client's use of the Cloudbrink Platform and Cloudbrink's provision of the Cloudbrink Platform to Client. Client represents and warrants that Client or Client's licensors own all right, title and interest in and to Client Data and that Client has all rights in Client Data necessary and sufficient to transmit to, upload to, transfer to, process on, store in, or cause to interface with, Client's Account or the Cloudbrink Platform, and to grant the rights contemplated by this Agreement. Client is solely responsible for the content of all the Client Data as provided to Cloudbrink, for Client's development, transmission, operation, maintenance, storage, and use of Client Data.

8.2 Client consents to Cloudbrink's internal access, collection, transmission, storage, copying, processing, analysis and use of Client Data (i) to administer and troubleshoot the Cloudbrink Platform and to monitor compliance with this Agreement and (ii) solely in anonymized and aggregated format and without the use of any personally identifiable information, for research and development purposes related to the Cloudbrink Platform and related services. Nothing in this Agreement will restrict Cloudbrink from collecting, using and analyzing Monitoring Data in an anonymized, aggregated manner for purposes of improving and enhancing the quality and

nature of the Cloudbrink Services, or to market or publish general information and statistics derived from Monitoring Data, provided that Cloudbrink does not specifically identify Customer or disclose any personally identifiable information in the course of collecting, using, analyzing, marketing, or publishing that information or data.

8.3 Cloudbrink maintains the right, title, and interest in and to any data or information regarding the use or optimizing the use or sale of the Cloudbrink Platform, so long as such data does not include Client Data.

## 9. DATA MAINTENANCE AND BACKUP PROCEDURES; CONFIDENTIALITY.

9.1 **Data Maintenance.** Cloudbrink will follow its internal archival procedures for Client Data, including routine backups of all Client Data provided to Cloudbrink by Client at any time during the Subscription Period. In the event of any loss or corruption of Client Data, Cloudbrink will use commercially reasonable efforts to restore the lost or corrupted Client Data from the latest backup of such Client Data maintained by Cloudbrink. Cloudbrink shall not be responsible for any loss, destruction, alteration, unauthorized disclosure, or corruption of Client Data caused by any third- party.

9.2 **Confidentiality.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for

purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement to any third party other than its affiliates and its representatives, including legal counsel, financiers, and accountants without the other party's prior written consent. Without limiting the foregoing, the Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

9.3 **Security.** Cloudbrink is responsible for taking and maintaining steps to protect the confidentiality, integrity, and security of the Cloudbrink Platform. Client will promptly inform Cloudbrink if Client knows of or reasonable suspects a security breach or unauthorized disclosure of the Client Data, personal information, or Confidential Information ("**Security Event**") and will reasonably cooperate with Cloudbrink to address the Security Event.

10. **PRIVACY NOTICE.** Cloudbrink's Privacy Notice is incorporated herein for all purposes and each party agrees to the provisions contained therein. If any portion of these

Terms and Conditions conflicts with any portion of the Privacy Notice, these Terms and Conditions shall govern for all purposes.

## **11. WARRANTY & DISCLAIMERS.**

11.1 Cloudbrink represents and warrants that the Cloudbrink Platform will function during the Subscription Period in substantial compliance with the applicable Documentation. To be entitled to any remedy based on a purported breach of the foregoing representation and warranty, Client must inform Cloudbrink of the purported deficiency in the Cloudbrink Platform' functionality within thirty (30) days of the day on which Client becomes aware of the condition giving rise to such claim. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CLOUDBRINK SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. Cloudbrink makes no warranty that the Cloudbrink Platform will meet Client's requirements or be available on an uninterrupted, secure, or error-free basis.

11.2 EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11.1, CLOUDBRINK EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES RELATED TO DATA ACCURACY OR NON-INFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, FROM ANY SOURCE, WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

11.3 Client assumes sole responsibility and liability for Client's and Client's Authorized Users' use of any output and/or results obtained from the use of the Cloudbrink Platform and for conclusions drawn from such use. Cloudbrink shall have no liability for any claims, losses, or damage caused by errors or omissions in any information provided to Cloudbrink by Client in connection with the Cloudbrink Platform or any actions taken by Cloudbrink at Client's direction that are consistent with such direction. Other than third-party products, services, software, or web sites provided by Cloudbrink to facilitate performance of the Cloudbrink Platform, Cloudbrink shall have no liability for any claims, losses or damages arising out of or in connection with Client's or any Authorized User's use of any third-party products, services, software, or web sites that are accessed via links from within the Cloudbrink Platform.

## **12. INDEMNITY.**

12.1 Client will indemnify, defend and hold harmless Cloudbrink and its officers, directors, employees and agents, from and against any third-party claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and professional fees, arising out of or in any way connected with (i) Client's access to or use of the Cloudbrink Platform otherwise than in accordance with this Agreement, or (ii) the Client Data as provided to Cloudbrink, provided that Cloudbrink: (a) promptly notifies Client in writing of the claim; (b) grants Client sole control of the defense and settlement of the claim; and (c) provides Client, at Client's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.

12.2 Cloudbrink will indemnify, defend and hold harmless Client and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and professional fees, to the extent based upon a third-party claim that the Cloudbrink Platform, as provided by under this Agreement and used within the scope of this Agreement, infringe or misappropriate any intellectual property right in any jurisdiction, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Client, provided that Client: (i) promptly notifies Cloudbrink in writing of the claim; (ii) grants Cloudbrink sole control of the defense and settlement of the claim; and (iii) provides Cloudbrink, at Cloudbrink's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. If use of any of the Cloudbrink Materials and/or Cloudbrink Platform is, or in Cloudbrink's reasonable opinion is likely to be, the subject of a claim specified in this Section 12.2, then Cloudbrink may, at its sole option and expense: (a) procure for Client the right to continue using the Cloudbrink Materials and/or Cloudbrink Platform; (b) replace or modify the Cloudbrink Materials and/or Cloudbrink Platform so that it is non-infringing while maintaining substantially equivalent in function to the original Cloudbrink Materials and/or Cloudbrink Platform; or (c) if options (a) and (b) above cannot be accomplished despite Cloudbrink's reasonable efforts, then Cloudbrink or Client may terminate this Agreement and Cloudbrink will provide pro rata refund of unused/unapplied fees paid in advance for any applicable subscription term. THE PROVISIONS OF THIS SECTION 12.2. SET FORTH

CLOUDBRINK'S SOLE AND OBLIGATIONS, AND CLIENT'S EXCLUSIVE REMEDIES, WITH

EXCLUSIVE SOLE AND RESPECT TO OBLIGATIONS FOR INFRINGEMENT OR MISAPPROPRIATION OF

INDEMNIFICATION

INTELLECTUAL PROPERTY RIGHTS OF ANY KIND. 13. **LIMITATION OF LIABILITY.**

EXCEPT FOR LIABILITY ARISING FROM INDEMNIFICATION OBLIGATIONS UNDER SECTION 12.2, CLOUDBRINK'S TOTAL LIABILITY TO THE OTHER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY (WHETHER UNDER WARRANTY, CONTRACT, TORT OR OTHERWISE) WILL BE LIMITED TO THE AMOUNTS PAID OR OWED TO CLOUDBRINK BY CLIENT IN THE 6 MONTHS PRECEDING THE EVENT GIVING RISE THE CLAIM. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR COSTS OF SUBSTITUTE GOODS OR SERVICES, OR FOR LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING IN ANY WAY OUT OF THIS AGREEMENT OR RESULTING FROM CLIENT'S ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY , WHETHER OR NOT THE PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF AN EXCLUSIVE REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE

FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER-INCIDENT (I.E., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

#### 14. MAINTENANCE AND SUPPORT.

14.1 Cloudbrink will provide Client with maintenance and support services for the Cloudbrink Platform, in accordance with and subject to the service level agreement set forth in the “**Service Level Agreement**” (or “**SLA**”) in effect as of the Agreement Effective Date at [www.cloudbrink.io/sla/](http://www.cloudbrink.io/sla/) as updated by Cloudbrink from time to time.

14.2 Cloudbrink will have no obligation of any kind to provide support of any kind for problems in the operation or performance of the Cloudbrink Platform to the extent caused by any of the following: (i) non-Cloudbrink software or hardware products or use of the Cloudbrink Platform in conjunction therewith (other than products of Cloudbrink’s third party vendors in provision of the Cloudbrink Platform); or (ii) Client’s use of the Cloudbrink Platform other than as authorized in this Agreement or as provided in the Documentation. If Cloudbrink determines that it is necessary to perform maintenance services for a problem in the operation or performance of the Cloudbrink Platform that is caused by either of the above problems, then Cloudbrink will notify Client and have the right to invoice Client for all such maintenance services performed by Cloudbrink and approved by Client.

15. **Export Control.** Client agrees to comply fully with all relevant export laws and regulations of the United States and other applicable jurisdictions to ensure that neither the Cloudbrink Platform, nor any direct product thereof, are: (i) downloaded or otherwise exported or re-exported directly or indirectly in violation of such export laws and regulations; or (ii) used for any purposes prohibited by the such export laws and regulations, including but not limited to nuclear, chemical, or biological weapons proliferation.

#### 16. DISPUTE RESOLUTION.

16.1 This Agreement and any action related thereto will be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. Client and Cloudbrink irrevocably consent to the jurisdiction of, and venue in, the state or federal courts located in the Northern District of California for any disputes arising under this Agreement, provided that the foregoing submission to jurisdiction and venue shall in no way limit the obligation to arbitrate disputes set forth in Section 16.2.

16.2 Except for actions (i) to protect a party’s intellectual property rights, (ii) and to enforce an arbitrator’s decision hereunder and (iii) that are subject to the arbitration provisions set forth in the Privacy Notice with respect to Privacy Shield-related complaints, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“**AAA**”) under its Commercial Arbitration Rules, or such applicable substantially equivalent rules as the AAA may adopt that are then in effect (the “**AAA Rules**”), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA Rules.

The arbitration shall be conducted remotely to the extent reasonably practicable and otherwise in the San Francisco Bay Area of California. The arbitrator shall apply the laws of the State of Delaware to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the Federal Arbitration Act.

## 17. GENERAL.

**17.1 Assignment.** Client may not assign this Agreement without Cloudbrink's prior written consent and any attempt to do so will be void. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

**17.2 Electronic Signature.** The parties consent to using electronic signatures, including clicking "Accept" or "Agree" or similar in an applicable web form, portal or Cloudbrink application, to sign this Agreement and to be legally bound to their electronic signatures. The parties acknowledge that his or her electronic signature will have the same legal force and effect as a handwritten signature.

**17.3 No Partnership or Joint Venture.** The Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the parties. Except as otherwise specifically provided in the Agreement, neither party shall be authorized to act as an agent of or otherwise to represent the other party.

**17.4 Headings.** Captions to, and headings of, the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

**17.5 No Election of Remedies.** Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

**17.6 Severability.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

**17.7 Notices.** Cloudbrink will provide Client notice: (a) by email to the email address associated with the Client Account; (b) via first class mail, postage prepaid, or by recognized commercial courier to the physical address provided to Cloudbrink by Client; or (c) by posting on the Cloud Platform. Client must direct legal notices or other correspondence to legal@cloudbrink.io.

17.8 **Waiver.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of each party.

17.9 **Entire Agreement.** This Agreement, together with all exhibits incorporated herein and any accepted Order(s), constitutes the complete and exclusive agreement of Client and Cloudbrink with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

17.10 **Force Majeure.** Cloudbrink will not be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, acts of terror, riot, acts of God or governmental action.

17.11 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.