

**Coalesce Solutions, LLC**  
**End User License Agreement ("Agreement")**

This Agreement is by and between Coalesce Solutions, LLC ("Coalesce"), a Delaware limited liability company, and the entity or individual (the "End User") identified in the purchase of Coalesce-offered Amazon Machine Images (the "Product(s)"). Coalesce and End User may be singularly referred to as a "Party" and jointly as "Parties" to this Agreement.

The usage of Coalesce Amazon Machine Images ("AMIs") offered on Amazon Web Services ("AWS") is covered under the standard AWS terms and conditions and the terms of the AWS Customer Agreement. Unless otherwise defined herein, capitalized terms shall have the meaning as defined in the AWS Customer Agreement.

The terms and conditions applicable to Adobe ColdFusion Software will otherwise be governed by the applicable Software License Agreement that can be found [here](#).

**License:** Upon purchase of a Product, Coalesce grants End User a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use the Product during the term of this Agreement and in accordance with this Agreement (the "License"). Each Product is protected by copyright and other intellectual property laws and by international treaties. The End User acknowledges and agrees that he/she/it is not acquiring title or intellectual property rights in the Product and that full title and all ownership rights to the Product will remain property of Coalesce and its suppliers, vendors, partners, and licensors. Use of the Product may be subject to a separate software licensing (e.g. open source license), and End User agrees to comply with all applicable software licenses in using the Product. In the event of any conflict between the license granted in this Agreement and any separate software license associated with the Product, the terms of the separate software license shall prevail. All rights to the Product(s) not expressly granted in this Agreement are hereby reserved.

**Support Services:** Coalesce shall provide online support services, as may be required, which shall be limited to assisting the End User in running a Product in the AWS cloud environment or performing any configuration-related bug fixes to a Product (the "Support Services"). The End User shall send all requests for Support Services by email to Coalesce at [support@coalescesolutions.com](mailto:support@coalescesolutions.com). End User is not entitled to telephonic support. For support specific to Adobe ColdFusion software, support services are provided as set forth in the Support section of the Adobe ColdFusion Listing.

**Proprietary Rights in the Product and Support Services:** The Product and Support Services contain the copyrighted material, trademarks, patents, trade secrets, and other proprietary information of Coalesce and its suppliers, vendors, partners, and licensors, and third-parties and those parties Coalesce own and retain all proprietary rights in and to the Product and Support Services.

**End User Responsibilities:** End User may use the Product(s) only in connection with the End User's AWS instance(s) and only during the term of this Agreement. End User shall not use the Product(s) to manage additional or different equipment or instances without the prior written consent of Coalesce.

End User may not resell the Product(s) or distribute or share the Product(s) on any website, bulletin board, ftp server or other similar mechanism or device.

Where any information or action on the part of the End User is required by Coalesce to enable Coalesce to provide the Support Services, End User shall, at its own expense, provide such information and assistance in a timely manner.

End User acknowledges and agrees that: (1) no network, system, device, hardware, software or component can be made fully secure; (2) End User shall be responsible for (a) evaluating the risks and benefits of the Product(s) to his/her/its particular circumstances and requirements; and (b) ensuring back-up of all data and software. Coalesce shall not be liable for any security breach or loss of data or software or corruption to or damage of data or software.

**Product Specific Terms:** With respect to the Product(s), the End User shall not: allow any unauthorized access to the Product(s); or tamper with the Product(s) or insert any data or information into the Product(s) that might affect the Product(s), cause any damage to Coalesce or third parties, or be unlawful. The End User represents and warrants that it will not use the Product(s) in any way that is unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under

any applicable law or regulation. Coalesce and its third-party suppliers and partners are not responsible for any misuse by the End User.

**Termination:** These terms of Service Support and End User's License to use the Product(s) will automatically terminate upon the End User's termination of the use of the AMI. Termination is covered under the standard AWS terms and conditions, the terms of the AWS Customer Agreement, and the terms and conditions for AWS Marketplace Sellers. Unless otherwise defined herein, capitalized terms shall have the meaning as defined in the AWS Customer Agreement and the terms and conditions for the AWS Marketplace Sellers.

**Liability Limitations:** In no event shall Coalesce be liable to the End User or any third party for any indirect, special, incidental, punitive, or consequential loss or damage or for any loss of or damage to data, ex gratia payments, loss of profit, loss of contract or loss of other economic advantage (in each case whether direct or indirect) howsoever arising out of or in connection with this Agreement or any collateral contract, or the production, sale, supply or use (by Coalesce, the End User or any third party) of the Product(s) or Support Services provided under this Agreement, even if that party has previously been advised of the possibility of the same and whether foreseeable or not. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

**No Warranty:** THE END-USER ACKNOWLEDGES AND AGREES THAT THE COALESCE AMIS ARE PROVIDED "AS IS". COALESCE DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. COALESCE IN NO WAY WHATSOEVER GUARANTEES THAT USE OF ANY PRODUCT ASSURES COMPLIANCE WITH REGULATORY GUIDELINES SUCH AS, BUT NOT LIMITED TO: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), PAYMENT CARD INDUSTRY (PCI) DATA SECURITY STANDARD (DSS), U.S. DEPARTMENT OF DEFENSE (DOD) DEFENSE INFORMATION SYSTEMS AGENCY (DISA) SECURITY TECHNICAL IMPLEMENTATION GUIDES (STIGS).

U.S. EXPORT CONTROL AND SANCTION LAWS: END USER ACKNOWLEDGES THAT WITH RESPECT TO PURCHASE AND USE OF THE PRODUCT(S), IT IS HIS/HER/ITS RESPONSIBILITY TO UNDERSTAND AND ABIDE BY ALL U.S. SANCTIONS AND EXPORT CONTROL LAWS AS SET FROM TIME TO TIME BY THE U.S. BUREAU OF INDUSTRY AND SECURITY (BIS) AND THE U.S. OFFICE OF FOREIGN ASSETS CONTROL (OFAC).

Indemnification: You agree to indemnify and hold Coalesce, its subsidiaries, affiliates, officers, agents, licensors, and other partners and employees harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Product or Support Services in violation of this Agreement.

Electronic Communications: The End User must opt in via the AWS Marketplace when subscribing to Coalesce's License and Support Services for Coalesce's AMI as required by AWS in the AWS Customer Agreement in order to communicate with and receive communications from Coalesce. The communications between the End User and Coalesce use electronic means, whether sent by e-mail or whether Coalesce posts notices on the Product(s) and Support Services or communicates with you via e-mail. If the End User opts in to communicate with and receive communications from Coalesce, the End User: (a) consents to receive communications from Coalesce in an electronic form; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Coalesce provides to the End User electronically satisfy any legal requirement that such communications would satisfy if it were in writing.