

KloudGin Terms of Service

IMPORTANT NOTICE: PLEASE READ THIS KLOUDGIN TERMS OF SERVICE AGREEMENT (THIS "AGREEMENT") CAREFULLY BEFORE USING ANY KLOUDGIN SOFTWARE-AS-A-SERVICE OR INSTALLING, DOWNLOADING, COPYING OR USING ANY KLOUDGIN SOFTWARE DEVELOPMENT KIT (SDK) OR APPLICATION PROGRAMMING INTERFACE (API). THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN KLOUDGIN AND THE COMPANY, ORGANIZATION OR OTHER PERSON OR ENTITY THAT USES THE SOFTWARE-AS-A-SERVICE, SDK OR API (THE "CLIENT"). THIS AGREEMENT HAS THE SAME EFFECT AS ANY NEGOTIATED WRITTEN AGREEMENT SIGNED BY CLIENT AND GOVERNS PERMITTED ACCESS TO AND USE OF THE SOFTWARE-AS-A-SERVICE, SDK AND API BY CLIENT AND ANY USERS. BY CLICKING TO ACKNOWLEDGE AND AGREE TO THIS AGREEMENT, BY USING THE SOFTWARE-AS-A-SERVICE, BY INSTALLING, DOWNLOADING, OR USING THE SDK OR API, OR BY EXECUTING THIS AGREEMENT, CLIENT ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY, OR DO NOT HAVE AUTHORITY TO BIND CLIENT TO, THESE TERMS AND CONDITIONS THEN DO NOT USE THE SOFTWARE-AS-A-SERVICE OR INSTALL, DOWNLOAD OR USE THE SDK OR API.

These Terms of Service, together with any terms (including payment terms) in one or more Order Forms ("Order(s)"), and in any other documents or terms expressly incorporated by reference herein (collectively, the "Terms"), are a legal agreement between you and Enterprise Signal Inc., d/b/a KloudGin (hereafter "KloudGin"), a Delaware corporation, that govern all access to and use of KloudGin's Services. "Services" means the services and other items KloudGin provides via the internet (the "Site"), including (1) the services, software, reports and documentation made available via login; (2) KloudGin's application programming interface (the "API") and software development kit ("SDK"); (3) any software or services provided by third parties. ("Add-ons").

1. Your Account

1.1 Initiating Services. You will be provided initial access to the Services by KloudGin and will have the option of creating additional login accounts. You will create your own password, which you must use to access and use the Services. You agree that any information you provide in creating your login account is complete and accurate, and you agree to keep it up to date. For example, KloudGin provides some notices by email to your login account, and you agree to keep that email address current and valid as a method for providing notices under these Terms.

1.2 Administering Your Account. Each individual permitted to access the Services through a login account is referred to in these Terms as a "User." Each User who accesses the Services through your login account must have a paid subscription and must be your employee, member, director, partner, affiliate, consultant, contractor or agent accessing the Services on your behalf. User subscriptions are for named Users only and cannot be shared or used by more than one User, but may be transferred to new Users from Users who no longer require ongoing use of the Services. You are responsible for maintaining the confidentiality of passwords and internal management or administration of the Services for your Users. You agree that KloudGin has no liability with regard to the use of such passwords by third parties unless such unauthorized use was the fault of, or a result of the negligence of, KloudGin. You agree to notify KloudGin promptly if you have any reason to believe that the security of your account has been compromised.

2. Data Privacy and Confidentiality

2.1 Privacy Policy. KloudGin will comply with the privacy policy available at www.kloudgin.com/PrivacyPolicy/web/privacy_policy.html ("Privacy Policy") in handling and using your User Data, and will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your User Data that are consistent with industry standards for similar services. You too shall comply with the Privacy Policy and shall not disclose to third parties or use KloudGin Data except as expressly permitted under these Terms. "User Data" means the information submitted by Users into the Services. "KloudGin Data" means the information on the Order, data about the configuration and use of the Services, and information provided to you only via login at the Site, in each case, other than User Data or information derived from User Data.

2.2 Confidentiality. "Confidential Information" means any and all information disclosed by either party (the "Discloser") to the other (the "Recipient"), which is marked "confidential" or "proprietary" or which should reasonably be understood by the Recipient to be confidential or proprietary, and shall include, but not be limited to, all User Data, the terms and conditions of this agreement, and any information that relates to business plans, services, marketing, finances, ownership structure (including, without limitation, the ownership interests of each holder of an

interest in Discloser), research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, and algorithms of the Discloser. The Recipient hereby agrees that it will not use or disclose any Confidential Information received from the Discloser other than as expressly permitted under the terms of this agreement or as expressly authorized in writing by the Discloser. The Recipient will use the same degree of care to protect the Discloser's Confidential Information as it uses to protect its own confidential information, but in no circumstances less than reasonable care. The Recipient will not disclose the Discloser's Confidential Information to any person or entity other than its officers, principals, members, directors, partners, employees, advisors, accountants and subcontractors who need access to such Confidential Information and who are bound by confidentiality obligations no less restrictive than those in this agreement. The restrictions set forth in this paragraph will not apply to any Confidential Information that the Recipient can demonstrate (a) was known to it prior to its disclosure by the Discloser; (b) is or becomes publicly known through no act of the Recipient in violation of this agreement; (c) has been rightfully received from a third party that is permitted to make such disclosure without restriction; (d) is independently developed by the Recipient without use or reference to any Confidential Information; (e) has been approved for release by the Discloser's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law or regulation, provided that the party required to disclose the information provides prompt advance notice thereof, to the extent practicable, to enable the Discloser to seek a protective order or otherwise prevent such disclosure.

2.3 Anonymous Data. KloudGin may collect Anonymous Data with respect to the use of the Services, such as performance metrics and usage trends. "Anonymous Data" means data aggregated from use of the Services that does not identify or otherwise permit the identification of you or any Users or identify you in conjunction with any of your financial information or results of operations. KloudGin may use and disclose Anonymous Data for promotion, statistical analysis, market analysis, financial analysis, benchmarking and other purposes.

3. Accessing and Using the Site and Services

3.1 License Grant. Subject to all of the terms and conditions of this agreement, including your payment of any required fees, KloudGin grants you a nonexclusive, nontransferable, nonsublicensable, limited, license to use the Services during the term and for the scope of use specified in your Order. You and your authorized Users may use the Services solely for your internal business purposes or as otherwise specified in the Order.

3.2 Restrictions and Assurances. You will not, and will not enable or knowingly allow any third party to modify, copy, or otherwise reproduce the Services in whole or in part; reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the software used in the Services; attempt to gain unauthorized access to the Services, or perform any penetration testing or security scans of the Services; or, use the Services as a competitor or use the Services for competitive analysis. You will not provide, lease or lend the Services to any third party except as expressly authorized in this agreement; remove any proprietary notices or labels displayed on the Services; modify or create a derivative work of any part of the Services; or use the Services for any unlawful purpose. You will (1) be liable for any failure of your Users to comply with the applicable terms of this agreement; (2) use commercially reasonable efforts to prevent unauthorized access to or use of the Services through your login account; and (3) use the Services only in accordance with the Documentation and applicable laws and government regulations.

4. Our Provision of the Services

4.1 Availability; KloudGin Service Level Agreement. KloudGin provides a support and service level commitment as described at www.kloudgin.com/slasupportterms.html (the "SLA Support Agreement").

4.2 Emergency Suspension of Access. In the event that your use of the Services disrupts, or threatens to disrupt, use by other Users, KloudGin reserves the right to modify or temporarily restrict or suspend your use of the Services without liability.

4.3 Documentation. The main functions of the Services are described in the instructions and manuals made available via login at the Site or otherwise provided by KloudGin (our "Documentation").

4.4 Technical Support. Should you require technical support, your initial support will be provided by KloudGin or a Partner, if you purchased access to the Services through such Partner. Should a Partner require assistance, KloudGin will provide it to them. Response times to technical support requests vary by the nature and severity of the issue, and are detailed in the SLA Support Agreement.

4.5 Other Services from KloudGin. KloudGin may also provide other services, such as implementation and training services. Any such other services not expressly stated in this agreement are outside the scope of this agreement and only will be provided by KloudGin subject to the terms of a separate written agreement executed by the parties.

4.6 Beta Services. From time to time, KloudGin may invite you to try Beta Services at no charge. You may accept or decline any such trial in your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. We may discontinue Beta Services at any time in our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

5. SDK and API License.

5.1 License. The terms in this section titled "SDK and API License" govern any use of the SDK or API, whether by a User, a party contracted by a User, or by a third-party developer of software or service that uses the SDK or accesses the API. Subject to your compliance in all material respects with all of the terms and conditions of this agreement, KloudGin grants you limited, revocable, nonexclusive, royalty-free, non-transferable, non-sublicensable licenses, during the term of this agreement, to: (1) use the SDK only to develop and test software for use with the Services ("Your Software"); and (2) to access the API to process, analyze or display User data.

5.2 Restrictions. The restrictions of this paragraph 5.2 apply to your use of the SDK and API. You agree to use commercially reasonable efforts to protect the privacy and legal rights of Users, including without limitation by abiding by the Privacy Policy. You further represent and warrant that your use of the SDK and API and Your Software: (1) will comply with all applicable laws (including export laws) and regulations; (2) to your knowledge, will not contain any virus, malware, or spyware; (3) will not violate the terms of this agreement; (4) to your knowledge, will not adversely impact the speed, security or integrity of the Services; (5) will not access or use User Data without the prior agreement of the User to the scope and nature of that access or use; (6) will not circumvent or render ineffective KloudGin's technological and other measures to protect and control the Site and User Data; (7) will not use any FOSS in a way that would cause the non-FOSS portions of the Services subject to any FOSS licensing terms or obligations. "FOSS" (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying modification or redistribution, require such software or derivative works thereof to be disclosed and/or distributed in source code form, to be licensed for purposes of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL.

5.3 Security. KloudGin may monitor use of the API and Your Software (on the Site) for any valid business reason, including quality assurance, improvement of the Services, and verification of compliance with this agreement. While KloudGin periodically conducts security reviews of items on the Site, it is important that you understand the security and architectural implications of installing applications with access to data. KloudGin is not responsible for any use or misuse by you or a third party of your User Data obtained through the API. If you are a User, you should consider carefully whether you wish to give a third-party developer access to your User Data through the API. If you wish to revoke access to your User Data through the API, please contact KloudGin or your Partner for assistance.

6. Third Party Providers

6.1 Third-Party Providers. "Third-Party Providers" are third parties (other than KloudGin) that offer products or services related to the Services. For example, Third Party Providers might (1) offer complementary products for integrated use with the Services; (2) provide integrations with other products and services; (3) provide assistance with evaluating, deploying, customizing, integrating, acquiring and/or supporting the Services (such as resellers, implementers and integrators). KloudGin makes no representation, warranty or promise regarding Third-Party Providers or the products or services they may offer, whether or not such products or services are presented within the Services or on the Site. KloudGin includes such items and information only as a convenience and without implying any endorsement of the Third-Party Provider. You should review applicable terms and policies, including privacy and data gathering practices, and should make whatever investigation you

feel necessary or appropriate before proceeding with any transaction with any Third-Party Provider.

6.2 Add-ons. If you wish to acquire and use Add-ons from Third Party Providers, you do so at your own risk. Any purchase from a Third Party Provider is subject to the terms and conditions established by the Third-Party Provider and presented in connection with that purchase (typically this is an "End-User License Agreement," so it is referred to in this agreement as a "EULA"). You agree that any Add-on that you purchase will be purchased from the Third-Party Provider, and that the Third-Party Provider, and not KloudGin, is solely responsible for the Add-on and any promises in the EULA. You also agree that KloudGin is a third-party beneficiary of the EULA. If you agree to provide an Add-on or Third-Party Provider with access to your User Data, KloudGin will permit that access to the extent you have agreed. Absent negligence, bad faith or willful misconduct of KloudGin, KloudGin shall not be responsible for any disclosure, modification or deletion of User Data resulting from any such use of Add-ons or access by Third-Party Providers.

7. Intellectual Property Rights. Except as expressly stated, this agreement does not grant either party any rights, implied or otherwise, to the other's intellectual property. You own all IP Rights in your User Data and, as between us, KloudGin owns all IP Rights in the Site, Services, KloudGin's trademarks and KloudGin Data. Subject to KloudGin's IP Rights in the preceding sentence, as between us, you own all IP Rights in anything you develop using the API or SDK, including Your Software. "IP Rights" means all current and future worldwide intellectual property rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights. KloudGin welcomes your suggestions and feedback on how to improve the Services. If you provide any suggestions, feedback, or improvements to the Site, and Services, KloudGin will have the right to use and have others use such suggestions, feedback, and improvements for any purpose. Each party hereby agrees that it will make any assignments necessary to accomplish the ownership provisions in this paragraph and will provide reasonable assistance to the other party for such purposes. The Site, Services, and KloudGin Data are commercial items. If they are being used by or on behalf of the U.S. Government, then the U.S. Government's rights in them will be only those specified in this agreement, consistent with FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable.

8. Term and Termination

8.1 Term. This agreement will terminate when (1) all of your User subscriptions under any Order have expired or been terminated, or (2) either party terminates this agreement for cause on 30 days written notice of a material breach to the other party if the breach remains uncured at the expiration of the notice period. Non-payment of any service or other fees when due to KloudGin is a material breach. If you materially breach this agreement, KloudGin may, without limitation of its other rights and remedies and upon ten days' prior written notice, temporarily suspend your access to the Services or withhold further performance of obligations under this agreement.

8.2 Effect of Termination. Upon termination or expiration of this agreement or an Order for any reason, all applicable licenses and other rights granted to you will immediately terminate. Termination will not relieve you of the obligation to pay any fees due or payable to KloudGin prior to the effective date of termination, including annual fees, implementation fees, training fees, User subscription fees, or any other fees or payments that you has committed to under the agreement. Sections 3, 4, 8.2, 8.3, 9.2, 10, 11 and 12 will survive any termination or expiration of this agreement.

8.3 Access to your Data after Termination. KloudGin will make your User Data available to you (either from KloudGin or through your Partner) for up to 90 days after termination. After that 90 day period, you will lose access to any data and KloudGin will have no obligation to maintain any, and will have the right to delete, all data related to the expired or terminated agreement or Order and KloudGin will have no further obligation to make such data available to you. Except for any copies required to be retained by KloudGin pursuant to applicable law, upon termination of this agreement, your data will be deleted according to KloudGin's data retention policies and procedures. Should you desire longer term storage of your data, archival services are available.

9. Warranties

9.1 Limited Warranty. KloudGin will deliver the Services substantially in conformity with the then-current SLA Support Agreement and Documentation. As your exclusive remedy, and KloudGin's entire liability, for any service interruption or nonconformity of the Services with the applicable Documentation, KloudGin will make commercially reasonable efforts to correct any such nonconformity and will provide the service levels and credits set forth in the SLA Support Agreement.

9.2 DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, KLOUDGIN DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, THIRD-PARTY SERVICES, OR MATERIALS PROVIDED BY KLOUDGIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, REPRESENTATION STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT NEITHER KLOUDGIN NOR ANY SERVICES, THIRD-PARTY SERVICES, OR MATERIALS PROVIDED BY KLOUDGIN WILL BE CONSTRUED AS KLOUDGIN PROVIDING ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY. EACH PARTY WILL BE SOLELY AND INDIVIDUALLY RESPONSIBLE TO COMPLY WITH ALL LAWS AND REGULATIONS RELATING TO ITS RESPECTIVE BUSINESS OPERATIONS.

10. Mutual Indemnification

10.1 Our Indemnity. KloudGin will defend you and each of your employees, members, directors, partners, affiliate, consultants, contractors and agents against any liabilities, expenses, or damages arising from or relating to a third party claim alleging that your use of the Services (as unmodified by you or a third party on your behalf, except to the extent that you have modified the Services through the addition of an Add-on from a Third Party Provider) (i) infringes or misappropriates any U.S. patent, copyright, trade secret or common law intellectual property right of a third party or (ii) violates any applicable law or regulation, and indemnify you for any finally awarded judgments related to any such claims. The foregoing indemnity does not extend to claims arising from or relating to Add-ons from Third Party Providers or claims covered by your indemnification obligations under this agreement. In the event of a claim or threatened claim, KloudGin may, at its sole option, (A) revise the Services so that they are no longer infringing, (B) obtain the right for you to continue using the Services at no additional cost to you, or (C) terminate this agreement and any applicable Services Order upon 30 days prior written notice and refund any unused fees you have prepaid to KloudGin.

10.2 Your Indemnity. You will defend, indemnify and hold KloudGin harmless against any liabilities, expenses, or damages arising from or relating to a third party claim alleging that your User Data, Your Software, modifications to the Services made by or on your behalf, or your use of the Services in breach of this agreement infringes or misappropriates any U.S. patent, copyright, trade secret or common law intellectual property right of such third party or violates any applicable law or regulation.

10.3 Procedures. The party entitled to be indemnified (the "Indemnified Party") will give prompt written notice to the other party (the "Indemnifying Party") of any claim for which indemnification may be required under this agreement. The Indemnifying Party will be entitled to assume the defense and control of any such claim at its own cost and expense and the Indemnified Party will have the right to be represented by its own counsel at its own cost in such matters; provided, however, that (i) if the Indemnifying Party shall fail to promptly assume such defense, the Indemnified Party shall have the right to employ its own separate legal counsel in any such matter, at the Indemnifying Party's expense; or (ii) if the Indemnified Party shall have been advised by its counsel that there may be legal defenses available to the Indemnified Party that are different from or additional to those available to the Indemnifying Party, or actual differing interests exist or potential differing interests that are reasonably likely to exist, in each case that in the reasonable opinion of such counsel are sufficient to make it undesirable for the same counsel to represent both the Indemnified Party and the Indemnifying Party, the Indemnified Party shall have the right to employ one firm of legal counsel in such action, and in such event the reasonable expenses of such counsel shall be borne by the Indemnifying Party. Neither the Indemnifying Party nor the Indemnified Party will settle or dispose of any such matter in any manner that would adversely affect the rights or interests of the other party (including the obligation to indemnify hereunder) or require the other party to make a monetary payment or admit any liability, without the prior written consent of the other party, which will not be unreasonably withheld or delayed. Each party will reasonably cooperate with the other party and its counsel in the course of the defense of any such suit, claim or demand, such cooperation to include without limitation using reasonable efforts to provide or make available relevant documents, information and witnesses.

THIS SECTION TITLED "INDEMNIFICATION" REPRESENTS THE SOLE AND EXCLUSIVE LIABILITY OF THE INDEMNIFYING PARTY AND THE EXCLUSIVE REMEDY OF THE INDEMNIFIED PARTY FOR ANY TYPE OF THIRD PARTY CLAIM DESCRIBED IN THIS SECTION. OTHER THAN REIMBURSEMENT OF ANY COSTS INCURRED BY THE INDEMNIFIED PARTY (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES) IN CONNECTION WITH ENFORCING ITS RIGHTS HEREUNDER.

11. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT IN CONNECTION WITH A MISAPPROPRIATION OF INTELLECTUAL PROPERTY, YOUR VIOLATION OF THE LICENSE RIGHTS IN SECTION 3 OR OBLIGATIONS UNDER THE SECTION OF THIS AGREEMENT TITLED "INDEMNIFICATION", THE AGGREGATE

LIABILITY OF ONE PARTY TO THE OTHER FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION (AND WHETHER IN CONTRACT OR IN TORT) WILL BE LIMITED TO THE TOTAL AMOUNT PAYABLE TO KLOUDGIN UNDER THIS AGREEMENT OVER THE 12 MONTH PERIOD PRIOR TO THE DATE THE CLAIM ARISES.

12. Miscellaneous

12.1 Counterparts; Fax Signatures. The agreement may be accepted as set forth in the preamble above. Any amendment or Order may be executed in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same agreement. The parties agree that facsimile or electronic signatures are valid signatures for enforcement of this agreement.

12.2 Governing Law. The validity, construction and interpretation of this agreement will be governed by the internal laws of the State of California, excluding its conflict of laws provisions.

12.3 Assignment. This agreement may not be assigned by either party by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld. Such consent is not required in connection with the assignment of this agreement pursuant to a merger, acquisition or sale of all or substantially all of the assigning party's assets.

12.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

12.5 Independent Contractors. The parties are and will remain independent contractors. Neither party has any authority to act on behalf of the other party or to bind it, and in no event will the parties be construed to be partners, employer-employee, or agents of each other.

12.6 Interpretation. Headings in this agreement are for reference purposes only and will not affect the interpretation or meaning of this agreement. If any provision of this agreement is held by an arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of this agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under this agreement will be construed as a waiver of such right or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights.

12.7 Notices. Except as otherwise specified in this agreement, all notices under this agreement will be in writing and will be delivered or sent by (1) first class U.S. mail, registered or certified, return receipt requested, postage pre-paid; or (2) U.S. express mail, or national express courier with a tracking system, to the address specified in the applicable Order. Notices will be deemed given on the day actually received by the party to whom the notice is addressed.

12.8 Press Releases. KloudGin may not use your name or logo in its marketing program including use on KloudGin's company website, marketing literature, or in press releases, without your prior written consent.

12.9 Entire Agreement; Order of Precedence. These Terms are part of an agreement with KloudGin that may include an Order. If an Order directly agreed in writing by KloudGin conflicts with these Terms, the terms that Order will prevail, but only with respect to the subject matter of the conflicting Order. Subject to the foregoing, this agreement constitutes the entire agreement between KloudGin and you with respect to the subject matter hereof; it supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter; and the parties acknowledge that they have not relied on any representations outside of this agreement in deciding to enter into this agreement.

12.10 Amendments. Except as expressly provided herein, no modification of the agreement will be effective unless contained in writing and signed by an authorized representative of each party.

12.11 Export Controls. By using the Services, you agree to comply with all export and re-export restrictions and regulations of the Department of Commerce and any other United States or foreign agencies and authorities in connection with your use of the Services. In particular, but without limitation, the Services may not, in violation of any Laws, be exported or re-exported (1) into any U.S. embargoed country or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any such

country or on any such list.

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