

CLOUDNEXA, INC.

TERMS OF USE

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The Site is provided solely as a convenience to you. You agree that you will not:

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- e. use the Site to threaten, defame, abuse, assault, stalk, harass or otherwise violate the rights of any other person or entity, including, without limitation, rights of privacy or publicity;
- f. publish, post, display or disseminate any User Data that is, or offer, sell, broker, purchase or seek any products or services that are, profane, obscene, pornographic, indecent, unlawful, threatening, or that promote racism, bigotry, hatred or physical harm of any kind against any group or individual, or are otherwise offensive or objectionable;
- g. collect, store, publish, post, sell, transmit or disclose personal data about other users of the Site unless expressly authorized by such other users to do so;
- h. upload or otherwise transmit files that contain viruses, worms, Trojan horses, spyware, adware, sniffers, corrupted files or other computer code designed to interrupt, destroy or limit the functionality of any computer hardware, software or telecommunications equipment;
- i. restrict or prevent any other user of the Site from using the Site; or
- j. violate any applicable state, national or international law or regulation.

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You agree that Cloudnexus, in its sole discretion and without notice or other obligation to you, may terminate, change, suspend or discontinue any aspect of the Site at any time and that we may

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7. Eligibility and Access Outside of the United States

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12. Indemnification

You agree, at your expense, to indemnify, defend and hold harmless Cloudnexus and its officers, members, managers, employees, agents, suppliers, licensors and representatives from and against all

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In the event of any controversy, dispute or claim arising out of or related to your use of the Site or its content, the dispute will be resolved exclusively by binding arbitration in accordance with the then-current Commercial Rules of the American Arbitration Association. However, Cloudnexus will have the right to petition any court of competent jurisdiction for the entry of injunctions and orders for specific performance relating to your unauthorized use, modification, copying, distribution, transmission, display, performance, reproduction, publication, license, creation of derivative works, transfer or sale of the Site, its content, the Marks or the Proprietary Material. Cloudnexus also reserves the right to bring claims and seek damages relating to intellectual property infringement in any court of competent jurisdiction. YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR USE OF THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

14. Governing Law

All litigation, arbitration, mediation and other proceedings initiated in connection with the Site or these Terms of Use will be venued exclusively in Philadelphia, Pennsylvania, USA. These Terms of Use and the relationship between you and Cloudnexus will be governed by the laws of the Commonwealth of Pennsylvania, USA, without giving effect to principles of conflict of laws of any jurisdiction. All parties to these terms of use waive their respective rights to a trial by jury.

15. Notice

Any notices shall be given by email to you at the last known email address provided to Cloudnexus and, in the case of Cloudnexus, to info@cloudnexus.com. Notice shall be deemed given 24 hours after an email is sent, unless the sending party is notified that the email address is invalid or that the message was otherwise returned as undeliverable. Such emails shall satisfy any legal requirement that communications be made in writing.

16. Miscellaneous

If any provision of these Terms of Use is held to be invalid, illegal or unenforceable under applicable law, then the invalid, illegal or unenforceable provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use shall continue in effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Cloudnexus as a result of these Terms of Use, or your use of the Site, or its content. These Terms of Use constitute the entire agreement between you and Cloudnexus with respect to the Site, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Cloudnexus with respect to the Site. Notwithstanding the foregoing, if you have entered into a Master Services Agreement or similar agreement with Cloudnexus governing your use of the Sites and other services offered by Cloudnexus ("**Cloudnexus MSA**"), the Cloudnexus MSA will control in the event of a conflict between these Term of Use and the Cloudnexus MSA with respect to the applicable Sites. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. The Section titles in these Terms of Use are for convenience only and have no legal or contractual effect. A printed version of these Terms of Use

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