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CloudBlue Connect Extensions Catalog Agreement



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You, on behalf of the individual, company or legal entity that developed the Extension for listing on the CloudBlue Connect Extensions Catalog, agree to abide by the CloudBlue Connect API Compatibility and Versioning Policy, as updated from time-to-time, and as supplemented by these CloudBlue Connect Extensions Catalog Agreement (together, the “**Agreement**”). References to “**you**” or “**your**” will also be deemed references to that individual, company or legal entity.

1. License Grants

During the **Term**, you grant to CloudBlue a limited, worldwide, non-exclusive, and royalty-free license to (a) reproduce, perform, display, and use your Extension for administrative and demonstration purposes in connection with the operation, improvement and marketing of the CloudBlue Connect Extensions; (b) distribute your Extension through the CloudBlue Connect Extensions Catalog; (c) perform a **Security Review** on your Extension; and (d) use the trade names, trademarks, service marks, logos, and domain names associated with your Extension (collectively, “**Your Names**”) as a reference for marketing or promotional purposes on and in connection with the CloudBlue Connect Extensions Catalog and in other communications with, or promotions for, existing or potential developers, partners and customers about the CloudBlue Connect Extensions Catalog. For example, we might include Your Names on the CloudBlue Connect Extensions Catalog and in blog posts about the CloudBlue Connect Extensions Catalog. CloudBlue will comply with your written trademark usage policies as communicated by you to CloudBlue from time to time.

2. CloudBlue Connect’s Terms of Service

You agree to comply with CloudBlue Connect’s Terms of Service, as updated by CloudBlue from time-to-time.

3. Rights & Licenses

You represent and warrant that you have all right, title and interest necessary for CloudBlue to distribute your Extension, including all intellectual property rights, such as patent, trademark, trade secret, copyright and other proprietary rights, in and to your Extension and Your Names. You will not distribute any material through the CloudBlue Connect Extensions Catalog that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including patent, privacy and publicity rights, unless you are the owner of such rights or has permission from their rightful owner to submit the material.

4. Security Review

During the Term, you grant permission to CloudBlue and its designated personnel, to perform, at times and dates selected by CloudBlue, one or more security reviews on your Extension, and related services and/or computer systems (each, a “Security Review”). CloudBlue will not divulge any information to a third party (other than authorized contractors and agents acting on its behalf) that has been disclosed by you in relation to a Security Review. All such information and results are confidential and will be treated as such; provided, that CloudBlue may disclose such information and results to a third party as required by law or to the extent such information and results is in an aggregate form that does not identify your or the Extension, and that is stripped of all persistent identifiers (e.g., device identifiers, IP addresses, and cookie IDs). At any time during a Security Review, you may request CloudBlue to promptly stop the tests, however, such request may result in a ‘Failed’ review. You have sole responsibility for adequate protection and backup of data and/or equipment used in connection with a Security Review and will not make a

claim against CloudBlue for lost data, re-run time, inaccurate output, work delays or lost profits resulting from a Security Review.

5. CloudBlue Brand Guidelines

You acknowledge and agree that notwithstanding any Security Review conducted by CloudBlue, CloudBlue does not “certify,” warrant or support the Extension. You further represent and warrant that you will not make any externally-facing statements to the contrary, including any statements that imply a CloudBlue endorsement, certification, affiliation or partnership and that you will abide by CloudBlue Connect’s Brand Guidelines, as updated by CloudBlue from time-to-time.

6. Support

You will be solely responsible for, and CloudBlue will have no responsibility to handle support or maintenance of your Extension. You must supply and maintain valid and accurate contact information that will be displayed in each extension detail page of the CloudBlue Connect Extensions Catalog and made available to users for customer support and legal purposes. Failure to provide adequate information or support for your Extension may result in low ratings, less prominent placement, or removal from the CloudBlue Connect Extensions Catalog.

7. Review and Ratings

The CloudBlue Connect Extensions Catalog may allow users to rate and review your Extension. Those ratings may be used to determine the placement of your Extension on the CloudBlue Connect Extensions Catalog, subject to CloudBlue’s ability to change placement at CloudBlue’s sole discretion. If CloudBlue determines, in its sole discretion, that your Extension is not meeting acceptable standards, CloudBlue reserves the right to remove your app from the CloudBlue Connect Extensions Catalog.

8. Indemnity

You agree to indemnify, defend and hold harmless CloudBlue and its representatives, agents and employees from any and all claims, demands, actions, damages (including attorneys’ fees) and obligations of any kind that any third party may have relating to your violation of this Agreement, any dispute between you and a user of your app, or for CloudBlue’s performance of a Security Review.

9. Removals

CloudBlue does not undertake an obligation to monitor your Extension or its content, however, CloudBlue may immediately remove your Extension from the CloudBlue Connect Extensions Catalog if CloudBlue is notified by you or otherwise becomes aware and determines in its sole discretion that any portion of your Extension or Your Name (a) violates the intellectual property rights or any other rights of any third party; (b) violates any applicable law or is subject to an injunction; or (c) violates the terms of this Agreement. CloudBlue reserves the right to suspend and/or bar any developer from the CloudBlue Connect Extensions Catalog at its sole discretion, without prior notice.

10. Usage Statistics

In order to improve the CloudBlue Connect Extensions Catalog, CloudBlue may collect certain usage statistics from the CloudBlue Connect Extensions Catalog about your Extension, including but not limited to, information on how the CloudBlue Connect Extensions Catalog is being used. The data collected is examined in the aggregate to improve the CloudBlue Connect Extensions Catalog and is maintained in accordance with Ingram Micro's Privacy Policy.

11. Term

The Agreement commences on the date of acceptance and continues until (a) either party, upon ten (10) days' prior written notice (via email will suffice), elects in its sole discretion, to discontinue distributing your Extension through the CloudBlue Connect Extensions Catalog, or (b) the CloudBlue's Connect API Compatibility and Versioning Policy are terminated (the "Term"). Following termination, CloudBlue will remove your Extension from the CloudBlue Connect Extensions Catalog and will cease its use of Your Names.

12. Authority

You represent and warrant that you have the appropriate authority and permission to enter into this Agreement on behalf of the developer of the Extension, that the developer of the Extension has the legal right to subject the Extension, services and computer system(s) to a Security Review and that if it is not the owner of such Extension, services and computer system(s), it has obtained such right from the legal owner.

13. Modifications

We may change, add to or delete these CloudBlue Connect Extensions Catalog Terms or any portion thereof from time to time in our sole discretion. If we make a material change to these CloudBlue Connect Extensions Catalog Terms, we will provide you with reasonable notice prior to the changes either by emailing the email address associated with your account or by posting a notice on the CloudBlue Connect Extensions Catalog. You acknowledge that these updates and modifications may adversely impact how you access, use, and communicate with the CloudBlue Connect Extensions Catalog. If any change is unacceptable to you, then your only recourse is to remove your Extension from the CloudBlue Connect Extensions Catalog. Your continued listing of the Extension on the CloudBlue Connect Extensions Catalog will mean that you agree to the updates and modifications.