

Idira Marketplace Terms of Use

The Idira Marketplace is owned and operated by Palo Alto Networks Ltd., on behalf of itself and its affiliates (“**Idira**” or “**we**” or “**us**”). The Idira Marketplace consists of an informational website, and a full-access version through Idira’s Identity Security Platform, where Idira makes Marketplace Products (as defined below) available for download to authorized users, subject to the terms herein (the “**Marketplace**”).

By accessing and using the Marketplace website, you agree to these Idira Marketplace Terms of Use (“**Terms of Use**”), which represent a binding agreement between you and Idira. By entering into these Terms of Use on behalf of an entity or organization, you represent that you have the legal authority to bind that entity or organization to these Terms of Use, and the terms “**you**” and “**your**” will refer to that entity or organization. **Idira reserves the right to make changes to the Marketplace and to these Terms of Use at any time without providing notice of such changes. Your continued use of the Marketplace and any Marketplace Products downloaded by you will constitute your acceptance of any new or amended Terms of Use.**

Definitions:

Idira Products: means any of Idira’s cloud-based or on-premises software, any related plug-ins, connectors, and all upgrades and updates thereto that may be made available by Idira in the Marketplace.

Integrations: means Publisher’s or Idira’s software available in the Marketplace that integrates with certain Idira Products or Publisher Offerings.

Marketplace Products: means Integrations, Idira Products, and Publisher Offerings available in the Marketplace.

Publishers: means the third parties, which may include some of Idira’s partners or customers, that make available and license the Publisher products to You on the Marketplace.

Publisher Offerings: means Publisher’s products or services (or information thereof) available in the Marketplace.

Publisher Products: means the Publisher’s Integrations and the Publisher Offerings available in the Marketplace.

1. The Marketplace

- a. **Overview.** The Marketplace allows you to browse Marketplace Products on the informational website, and access, purchase, or download them through Idira’s Identity Security Platform.
- b. **License to Use Marketplace Products.** Your use of: (i) Publisher Products are governed by the terms and conditions of the applicable end user license agreement (a “**EULA**”) between you and the applicable Publisher; (ii) Idira Products are governed by the applicable Idira **SaaS Terms of Service** or **Software License Agreement**, as applicable, unless otherwise mutually agreed in writing; and (iii) any other Marketplace Product are governed by these Terms of Use. If you do

not wish to comply with the applicable license terms for a Marketplace Product, you must not access or use that Marketplace Product.

- c. **Technology Partners and Contributors to Marketplace.** You may not post Publisher Products on the Marketplace unless you are enrolled in Idira's Technology Partner Program pursuant to a separate written agreement or Idira's **Contributor Agreement**. In the event of a conflict between these Terms of Use, and any such separate agreement, the terms of the separate agreement shall control in relation to any created and posted Publisher Products to the Marketplace.
- d. **Your Marketplace Account.** To access portions or resources of the Marketplace or certain resources, you must be an existing Idira customer authenticated through Idira's Identity Security Platform, and you may be asked to provide certain registration details or other information. As a condition of your access to and use of the Marketplace, you hereby represent and warrant that (i) you are of the legal age of majority in the jurisdiction in which you reside; and (ii) all information you provide in connection with your account and use of the Marketplace is accurate, current, and complete. You must maintain the strict confidentiality of your Idira account credentials and any other registration information provided or used to access the Marketplace, and you must not disclose them to any third party. You agree that you are solely responsible to us for all activities conducted through or in connection with your account. You agree to immediately notify Idira of any unauthorized access to or use of your account or credentials or any other security breach.
- e. **Marketplace Availability.** We will not be liable if, for any reason, all or any part of the Marketplace is unavailable at any time or for any period. From time to time, we may restrict access to all or part of the Marketplace.

2. Marketplace Products

- a. **Certification of Marketplace Products.** Marketplace Products may be marked as **Certified**, **Trusted**, or **Community** (as defined below). Except as otherwise set forth herein, such certification is made for informational purposes only and shall not be construed as making any representation, warranty, guarantee, or promise apart from those set forth in these Terms of Use. You are solely responsible for independently testing and validating any such Marketplace Products before using it or deploying it in a production environment.
 - **Certified:** means the Marketplace Products that have been reviewed or tested by Idira in accordance with its then-current certification process and are supported by Idira or a partner of Idira (as applicable) and are marked as "Certified."
 - **Trusted:** means the Marketplace Products that have been reviewed by Idira in accordance with its then-current process, but are not supported by Idira or a partner of Idira and are marked as "Trusted".
 - **Community:** means the Marketplace Products that have not been tested, reviewed, or validated by Idira and are not supported by Idira and are marked as "Community."
- b. **Use of Publisher Products with Idira Products.** Certain Publisher Products provided may be used only if you have obtained, or installed (or otherwise accessed) a validly licensed Idira Product and, as applicable, have satisfied any additional technical requirements described in the applicable Marketplace documentation.
- c. **Evaluation of Marketplace Products.** Idira or, if applicable, a Publisher, may offer a free evaluation and/or other limited versions of certain Marketplace Products ("**Evaluation**

Marketplace Products”) for the sole purpose of evaluation prior to downloading and/or purchasing the full version. Your use of the Evaluation Marketplace Products is subject to the applicable EULA (as set forth in sub-section 1(b)) or Idira’s applicable terms and conditions (“**Evaluation Period**”). Access to and use of Evaluation Marketplace Products are limited to a certain number of temporary users, in each case as determined by Idira or, if applicable, the Publisher. On the expiration or termination of the EvaluationPeriod, you must cease all use of the Evaluation Marketplace Products, and must remove and delete all copies of such Evaluation Marketplace Product in your possession or control.

- d. **Publisher Products.** You acknowledge that the Publisher Products are provided solely by such Publishers. Notwithstanding anything to the contrary in these Terms of Use: (i) you acknowledge and agree that your access and use of Publisher Products is at your own discretion, and you are solely responsible for reviewing and complying with all applicable terms, conditions, EULAs, and privacy policies of the applicable Publisher and any associated websites; (ii) Idira does not own, operate, control, or endorse any of these Publisher Products, including for the avoidance of doubt Marketplace Products marked as Certified or Trusted; and (iii) Idira shall have no responsibility or liability for your access to or use of any Publisher Products, or any claims, damages, losses, or liabilities arising out of or relating to such access or use of the Publisher Products, under any circumstances.
- e. **Support and Maintenance of Marketplace Products.** Idira or Publishers may provide, in their sole discretion, support and maintenance services for certain Marketplace Products, all in accordance with the applicable maintenance and support terms, including any applicable fees. Except as otherwise expressly agreed under an applicable agreement between the parties, Idira is under no obligation to fix, patch, remediate, provide maintenance services or otherwise address any bugs, security vulnerabilities, malicious code, or other security, data, or technical issues with Idira Products, Integrations, or Marketplace Products in connection with your use of the Marketplace.

3. Privacy

- a. **Web Interface.** Your use of the Marketplace informational website and any information you submit to Idira through the Marketplace informational website are governed by Idira’s privacy policy available at: <https://www.paloaltonetworks.com/legal-notices/privacy> (the “**Privacy Policy**”). The Privacy Policy describes your data protection rights, how we process personal data, and any third parties with whom we may share such personal data. This includes, for example, Idira’s use of cookies and other tracking technologies on the Marketplace informational webpages. You can manage your cookie preferences at any time by clicking the “Cookie Preferences” link in the footer of the Marketplace informational website.
- b. **Identity Security Platform Access.** Notwithstanding the foregoing, if you access the Marketplace as an authorized user through the Idira Identity Security Platform, Idira processes any associated personal data on behalf of the respective Idira customer. In such events, Idira’s processing of such data will be governed by its applicable agreement with the customer, including any applicable Data Processing Agreement.
- c. **User Submissions and Feedback.** Idira does not acquire ownership of any personal data contained within user submissions, which will be processed strictly in accordance with the applicable Privacy Policy or customer DPA as set forth above. Idira’s ownership or usage claims over user submissions apply solely to the non-personal content of those materials (such as feedback, product ideas, feature requests, or code snippets), and shall not limit or override your statutory data protection rights under applicable law.

4. Advertisement

Advertising by Third Parties. Certain Publishers may advertise within the Marketplace, and/or otherwise market, promote, or encourage you to purchase their other products and services (collectively “**Third-Party Advertised Products**”). In connection with such advertising, you may be directed to or linked to a third-party website that is not owned, operated, or under the control of Idira (each a “**Third-Party Website**”). Any information or personal data which you provide to a Publisher directly or through a Third-Party Website is governed by the applicable Publisher’s privacy policy, not the Privacy Policy or any applicable agreement or Data Processing Agreement (DPA) between Idira and the customer.

Further, if you elect to purchase or license such Third-Party Advertised Products, you acknowledge and agree that: (i) you may be required to pay the applicable Publisher license, subscription or other fees for the use of such Third-Party Advertised Products; (ii) your access and use is at your own discretion, and you are solely responsible for reviewing and complying with the applicable Publisher’s terms and conditions, EULAs, and privacy policies; (iii) Idira does not own, operate, or control the Third-Party Websites or the Third-Party Advertised Products; and (iv) Idira shall have no responsibility or liability for your access to or use of any such Third-Party Websites (including its content, terms and conditions, privacy policy, or anything else), the Third-Party Advertised Products, or any claims arising out of your access to or use of, or inability to use, the Third-Party Advertised Products, under any circumstances.

5. Intellectual Property

- a. **Intellectual Property.** Except for the rights explicitly granted to you in the applicable Idira terms and conditions, these Terms of Use and in the EULA for each Marketplace Product, all rights, title, and interest in the Marketplace and the Marketplace Products shall remain the exclusive property of Idira and the respective providers, Publishers, and rights holders. No ownership rights in the Marketplace or the Marketplace Products are transferred to you by virtue of your access to or use of the Marketplace or by downloading, installing, or using the Marketplace Products.
- b. **Usage Data and Suggestions.** Except as otherwise agreed in an applicable written agreement between the parties, Idira shall be permitted to collect and use data generated in connection with your access, use, and configuration of the Marketplace Products and data derived from it (“**Usage Data**”) for its reasonable business purposes and your benefit. In the event Idira wishes to disclose the Usage Data or any part thereof to third parties, such data shall be deidentified and/or presented in the aggregate so that it will not identify you or your authorized users. The foregoing shall not limit in any way Idira’s confidentiality obligations pursuant to the applicable agreement with the customer. To the extent that you provide Idira with suggestions, such suggestions shall be deemed non-confidential, and may be implemented by Idira in its sole discretion. You acknowledge that any Idira Products or materials incorporating any such suggestions shall be the sole and exclusive property of Idira.

6. Reviews of Marketplace Products

The Marketplace allows you to post reviews of Marketplace Products you have used, and to post comments in connection with such reviews. All reviews and comments will be posted under the user name associated with your Idira Identity Security Platform account. If you do not wish for your name to appear with your reviews or comments, do not post any reviews or comments on the Marketplace. All reviews and comments must be made in good faith after reasonable evaluation of the relevant Marketplace Product. By posting reviews or comments, and unless expressly indicated otherwise by Idira, you grant Idira a nonexclusive, royalty-free, fully paid up, perpetual, irrevocable, and fully

sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such reviews and comments throughout the world in any media.

You acknowledge and agree that:

- You may submit no more than one review per Marketplace Product, unless the subsequent review reflects a good-faith change in rating based on further evaluation of the Marketplace Product.
- If you post a review of, or comment on, a Marketplace Product for which you are the Publisher, you must clearly disclose your affiliation.
- If you post a review of, or comment on, a competitor's Marketplace Product, you must clearly disclose your affiliation.

We may, but are under no obligation to, monitor or censor reviews or comments made by users or content provided by contributors and we are not responsible for the accuracy, completeness, appropriateness, or legality of anything posted, depicted, or otherwise provided by the Marketplace users, and we disclaim any and all liability relating thereto. Notwithstanding the foregoing, Idira reserves the right, in its sole discretion and for any reason at any time, without obligation, to remove or edit any review or comment posted on the Marketplace. Content unrelated to a review or comment of the relevant Marketplace Product—for example, discussing Idira's employees or business, or those of other companies, or unrelated products or services—is prohibited. In addition, reviews and comments may not contain content that:

- is harmful, threatening, abusive, insulting, harassing, defamatory, libelous, profane, sexually explicit, obscene, or otherwise offensive or objectionable;
- is false, fraudulent or misleading;
- violates applicable laws, rules, regulations, guidelines, or rights of third parties; including without limitation any privacy, intellectual property, or other rights of a third party, or suggests or encourages unlawful activity;
- constitutes advertising or any other form of commercial solicitation; or
- impersonates any other person or entity, including any of Idira's employees.

7. General

a. **Prohibited Uses.** You agree not to access or use the Marketplace in any manner:

- That violates any applicable federal, state, local, or international law or regulation, or advocates, promotes, or assists in any unlawful act, constitutes an illegal threat, or violates export control laws.
- To develop or create a competitive product or to otherwise compete with Idira.
- That violates the rights of any person or entity that may give rise to civil or criminal liability under applicable laws or regulations applicable to you, another user, and/or Idira, including violation of privacy or publicity rights, infringement of any copyright, patent, trademark, trade secret or other intellectual property right, or conflicts with these Terms of Use, the Privacy Policy, or any applicable agreement between Idira and the customer.

- To transmit or introduce offensive materials, including those involving profanity, violence, sexual conduct, pornography, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- To monitor or attempt to gain unauthorized access to: (a) any data, information, or communications on any network or system not owned by you, without authorization; or (b) any system or network user accounts or passwords of other users, without authorization.
- That is false, deceptive, misleading, or fraudulent, including but not limited to: (a) any attempt to impersonate any person or entity; (b) to misrepresent your identity or affiliation with any person or organization; and (c) any attempt to give the impression that you are posting materials from any person or entity other than yourself if that is not the case, including but not limited to altering your IP source address.
- To monitor or copy materials from the Marketplace for any unauthorized purpose or access the Marketplace via any automatic device, process, or means of access such as a robot or spider.
- That is in violation of export or import laws, rules, or regulations, as further set forth in 7 (e) below, or in any applicable agreement between Idira and the customer.
- That may have a detrimental effect on the Marketplace's functionality, performance, availability, integrity, or security, including but not limited to: (a) gaining unauthorized access to, or attempting to compromise the security of, any network, system, computing facility, equipment, data, or information; (b) attempting to intercept, redirect, or otherwise interfere with communications intended for others; (c) disabling, damaging, overburdening, or impairing the Marketplace or any server, computer, or database connected to or accessed by the Marketplace; (d) modifying, blocking, or otherwise interfering with the display of the Marketplace; (e) interfering with another user's ability to access, use, and enjoy the Marketplace; (f) accessing another user's registration information or user account without that user's express written permission; (g) transmitting or introducing any malicious or technologically harmful element to the Marketplace such as a spyware program, virus, Trojan horse, worm, or logic bomb; (h) performing, without Idira's express prior written authorization, scalability testing, load testing, probing, scanning, penetration, or vulnerability testing of the Marketplace; and (i) engaging in any activities that result in any server serving the Marketplace being the target of a denial of service attack

b. **DISCLAIMER.** UNLESS EXPLICITLY PROVIDED OTHERWISE, THE MARKETPLACE AND THE MATERIALS MADE AVAILABLE IN THE MARKETPLACE, INCLUDING WITHOUT LIMITATION THE MARKETPLACE PRODUCTS AND THEIR RELATED DOCUMENTATION, ARE PROVIDED "AS IS" AND WITHOUT WARRANTY. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL EXERCISE YOUR OWN INDEPENDENT ANALYSIS AND JUDGMENT IN YOUR USE OF THE MARKETPLACE AND THE MARKETPLACE PRODUCTS. IDIRA ASSUMES NO LIABILITY FOR YOUR USE OF THESE MATERIALS, THE MARKETPLACE PRODUCTS OR ANY ASSISTANCE PROVIDED BY IDIRA. IDIRA EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT. IDIRA MAKES NO WARRANTY AS TO THE RELIABILITY, USEFULNESS, COMPLETENESS, TIMELINESS, QUALITY, SECURITY, SUITABILITY, AVAILABILITY, OR ACCURACY OF THE MARKETPLACE OR OF ANY MARKETPLACE PRODUCT, OR THAT THE MARKETPLACE PRODUCTS WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION. THE PUBLISHER PRODUCTS AND OTHER THIRD-PARTY CONTENT

MADE AVAILABLE THROUGH THE MARKETPLACE ARE THE SOLE RESPONSIBILITY OF THE PUBLISHER OF THOSE PUBLISHER PRODUCTS AND THAT CONTENT. IDIRA IS NOT RESPONSIBLE FOR ANY PUBLISHER PRODUCTS OR THIRD-PARTY CONTENT, WHETHER OR NOT IT REVIEWED OR MODERATED SUCH PRODUCTS OR CONTENT. YOU AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON MARKETPLACE PRODUCTS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

- c. **Indemnification.** To the maximum extent permitted by applicable laws, you agree to defend, indemnify and hold us, our affiliates, and licensors and their respective officers, directors, employees, contractors, agents, licensors, and suppliers harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees and other costs of defense) resulting from your violation of these Terms of Use, your violation of the rights of a third party, or your use of the Marketplace or the Marketplace Products. We will be entitled, at our sole expense, to participate in the defense and settlement of the claim or action with counsel of our choosing. You may not settle any claims without our prior written consent (which will not be unreasonably withheld).
- d. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL IDIRA'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE MARKETPLACE OR THESE TERMS OF USE, REGARDLESS OF THE CAUSE OF ACTION AND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, INDEMNITY, OR ANY OTHER LEGAL THEORY, EXCEED USD \$1,000.

IN NO EVENT SHALL IDIRA BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL OR BUSINESS, LOSS OR CORRUPTION OF DATA, OR COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION RESULTING FROM USE OF OR UNAVAILABILITY OF THE MARKETPLACE OR THE MARKETPLACE PRODUCTS OR ARISING OUT OF THE USE OR PERFORMANCE OF MARKETPLACE PRODUCTS AVAILABLE IN THE MARKETPLACE, REGARDLESS OF WHETHER IDIRA OR AN AUTHORIZED IDIRA REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- e. **Compliance with Laws; Export.** You will use the Marketplace, Idira Products, and Marketplace Products in compliance with all applicable laws, rules, regulations, and guidelines. The exportation of the Marketplace Products, and all related software, technology, documentation, and information thereof, is subject to applicable export control, trade, and economic sanctions laws and regulations, including the U.S. Export Administration Act, the Export Administration Regulations, the Export Control Reform Act, and the Office of Foreign Assets Control's sanctions programs, the laws of the State of Israel, the laws of the jurisdiction in which the Marketplace Products originated or were obtained, and the laws of any country or organization of nations within whose jurisdiction you (or your authorized users) operate or do business, as amended from time to time (collectively, "Export Laws"). Specifically, you hereby undertake not to export, re-export, or grant access to the Marketplace Products, or any related technology, information, materials, or upgrades thereto, except in compliance with the applicable EULA (or, where no such EULA applies, these Terms of Service), and all applicable Export Laws, to: (a) any Prohibited Persons; (b) any country or territory to which such export, re-export, or grant of access is restricted or prohibited under applicable Export Laws; or (c) otherwise in

violation of any applicable export or import restrictions, laws, or regulations. You further certify that you are not a Prohibited Person, nor owned, controlled by, or acting on behalf of a Prohibited Person. For the avoidance of doubt, any use of Idira Product(s) shall be governed by the export control provisions set forth in the applicable Idira [SaaS Terms of Service](#) or [Software License Agreement](#), unless otherwise expressly agreed in writing by Idira.

“Prohibited Persons” shall mean anyone on the U.S. Commerce Department’s Denied Persons, Entity, or Unverified Lists or the U.S. Treasury Department’s list of Specially Designated Nationals and Consolidated Sanctions list.

- f. **U.S. Government Users.** If you are a U.S. Government end user, the Marketplace Products are provided to you as a “Commercial Item” as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights granted to you for the Marketplace Products are the same as the rights the Publisher or Idira customarily grant to others under the applicable EULA or Idira terms and conditions.
- g. **Termination.** Your rights to access and use the Marketplace may terminate without notice if you fail to comply with these Terms of Use. Further, Idira, in its sole discretion, may terminate your access and use of the Marketplace for any or no reason by giving you written notice.
- h. **JURISDICTION AND GOVERNING LAW**

These Terms of Use shall be governed by and construed in accordance with the laws applicable to the Palo Alto Networks contracting entity with which you (or your employer or organization) have entered into a binding agreement for the purchase or licensing of Idira products or services. The exclusive jurisdiction and venue for any disputes arising out of or relating to these Terms of Use shall be the courts specified in the applicable customer agreement. If no such customer agreement exists, these Terms of Use shall be governed by the laws of the State of California, United States, without reference to conflict of laws principles, and the federal courts of Santa Clara County, State of California shall have exclusive jurisdiction. You agree to waive all defenses of lack of personal jurisdiction and forum non-conveniens and agree that process may be served in a manner authorized by applicable law or court rule. To the extent not prohibited by applicable law, you hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to these Terms of Use or the Marketplace.

- i. **DMCA Process.** If you believe that any content in the Marketplace violates your copyright, please notify Idira’s copyright agent in writing. The contact information for Idira’s copyright agent is at the bottom of this section. Idira cannot take action unless you give us all the required information. In order for Idira to take action, you must do the following in your notice:
 - i. Provide your physical or electronic signature;
 - ii. Identify the copyrighted work that you believe is being infringed;
 - iii. Identify the item that you think is infringing and include sufficient information about where the material is located (including which website) so that Idira can find it;
 - iv. Provide Idira with a way to contact you (such as address, telephone number, or email);
 - v. Provide a statement that you believe in good faith that the item identified as infringing is not authorized by the copyright owner, its agent, or the law to be used by Idira; and
 - vi. Provide a statement that the information you provide in the notice is accurate, and that (under penalty of perjury), you are authorized to act on behalf of the copyright owner whose work is being infringed.

The above information must be submitted to our DMCA agent at the following:

Office of the General Counsel
Palo Alto Networks, Inc.
3000 Tannery Way
Santa Clara, CA95054
Attn: Copyright Agent
Email: DMCA@paloaltonetworks.com

- j. **Contact Information.** For communications concerning these Terms of Use (other than DMCA notices, which you must send in accordance with the procedures above), please write to legal@paloaltonetworks.com.
- k. **Assignment.** You may not assign or transfer the agreement formed by your agreeing to these Terms of Use. Idira may freely assign, transfer, and delegate its rights and obligations under these Terms of Use. You acknowledge and agree that Idira's affiliates, contractors, and service providers may exercise all rights of Idira under these Terms of Use.
- l. **Weblinks.** Certain links provided herein permit you to leave this site and enter non-Idira sites. These linked sites are not under Idira's control. Idira is not responsible for the contents of any linked site or any changes or updates to such sites. Idira is providing these links to you only as a convenience. The inclusion of any link does not imply endorsement by Idira of any linked site. IDIRA'S PUBLICATION OF INFORMATION REGARDING PUBLISHER PRODUCTS OR SERVICES DOES NOT CONSTITUTE AN ENDORSEMENT REGARDING THE SUITABILITY OF SUCH PRODUCTS OR SERVICES OR A WARRANTY, REPRESENTATION OR ENDORSEMENT OF SUCH PRODUCTS OR SERVICES, EITHER ALONE OR IN COMBINATION WITH ANY IDIRA PRODUCT OR SERVICE. Linking to this site is subject to these Terms of Use.
- m. **Feedback & Suggestions.** Direct feedback, comments, suggestions, requests for support, and other communications relating to the Marketplace may be submitted via a support ticket. Idira shall have a perpetual, irrevocable, royalty free, fully paid, sublicensable, transferable, nonexclusive, worldwide license to make, use, sell, offer for sale, import, or otherwise use or commercially exploit for any purpose, any feedback and suggestions for improvements or enhancements to the Marketplace and the Marketplace Products without obligation of confidentiality or otherwise.
- n. **Copyright to Marketplace.** All content included on the Marketplace, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Idira or its content suppliers and protected by United States and international copyright laws. The compilation of all content on the Marketplace is the exclusive property of Idira and protected by U.S. and international copyright laws. The Marketplace or any portion of the Marketplace may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Idira. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Marketplace without express written consent. You may not use any meta tags or any other "hidden text" utilizing Idira's name or trademarks without the express written consent of Idira. Any unauthorized use terminates the permissions and licenses granted hereunder by Idira.
- o. **Miscellaneous.** No waiver of these Terms of Use by us shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of ours to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or

provision. Idira reserves the right to make changes to these Terms of Use from time to time without notice. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect. There are no third-party beneficiaries to these Terms of Use. The Terms of Use constitute the sole and entire agreement between you and us with respect to the Marketplace and Marketplace Products, except as expressly set forth herein, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Marketplace and Marketplace Products. For the avoidance of doubt, these Terms of Use do not supersede any written agreement between you and use pursuant to which you have been granted the right to use or access an Idira Product.