

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING ACCESSING OR CONSUMING THE SOFTWARE OR SERVICES. BY CLICKING YOUR ASSENT OR USING, ACCESSING OR CONSUMING SOFTWARE OR SERVICES, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN DO NOT USE THE SOFTWARE OR SERVICES. YOU CONFIRM THAT YOU ARE AT LEAST 18 YEARS OLD OR THE AGE OF MAJORITY IN YOUR JURISDICTION.

## 1. THE AGREEMENT

- 1.1. These Mirantis Container Cloud Hosted Trial Terms of Service are an agreement between Mirantis, Inc., a Delaware corporation, with offices at 900 E. Hamilton Ave., Suite 650, Campbell, CA 95008, USA ("**Mirantis**" or "**we**") and the user of the Mirantis software or services who accepts the terms of this agreement ("**you**"). The Mirantis Container Cloud Hosted Trial online services provides users with an Hosted Trial Account access to a shared hosted instance of Mirantis Container Cloud Software allowing users with an Hosted Trial Account to experience using Mirantis Container Cloud Software ( "**Hosted Trial**"), and access to text, data, information, software, graphics or other content (collectively "**Hosted Trial Materials**") (the "**Hosted Trial**" and access to "**Hosted Trial Materials**" are the "**Services**") are owned by Mirantis except as otherwise provided. By accessing or using any text, data, information, software, graphics, and other content (collectively "**Hosted Trial Materials**"), or any part of the Services that Mirantis may make available to you, you agree that you have read and agree to be bound by and a party to the terms and conditions of this agreement ("**Agreement**"). If you are entering into this Agreement on behalf of an entity, such as your employer or the company you work for, you represent that you have the legal authority to bind, and do hereby bind, that entity to this Agreement. **You cannot use the Services if you do not accept this Agreement.**
- 1.2. For avoidance of doubt, this Agreement does not cover any Mirantis software or other third-party software or third party services made available to you separately for installation and use in connection with the Services. Access to and use of all or parts of the Services may require separate download and installation of such software. Other Mirantis software may be distributed under separate software license terms.
- 1.3. Mirantis may modify or discontinue Services and/or features or elements of Services at any time and without notifying you. Mirantis may, from time to time, make changes to this Agreement. When such changes are made, Mirantis will make the updated Agreement available and accessible through a Mirantis website or Hosted Trial Account, or by sending a notice to you via email. You shall be responsible for reviewing and becoming familiar with any such modifications. Your continued use of any part of the Services following such notification constitutes your acceptance of the modified Agreement. This Agreement may also be superseded by expressly-designated legal notices or terms applicable to specific features or services. These expressly-designated legal notices or terms are incorporated into this Agreement and supersede the provision(s) of this Agreement that are designated as being superseded.

## 2. GENERAL USE

- 2.1. Mirantis grants you a limited, personal, non-exclusive, and non-transferable license to use and to display the Hosted Trial Materials displayed on a Mirantis website and, if applicable to the services you have ordered, to access and use the Services for evaluation purposes only. Your right to do so is conditioned on your full compliance with this Agreement. You have no rights in any Services other than as stated in this Agreement and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any Hosted Trial Materials or Services in any manner.
- 2.2. The Services provide you access to Mirantis Container Cloud Software (i.e., Mirantis Software) consisting of Licensed Software and Open Source Software. "Licensed Software" means the Mirantis software made available by Mirantis (other than Open Source Software) and licensed to you pursuant to the terms of this Agreement. "Open Source Software" means Mirantis or third-party software, that is distributed or otherwise made available as "free software", "open source software" or under an open source license or a similar licensing or distribution model.

- 2.3. Subject to your compliance with the terms and conditions of this Agreement, Mirantis hereby grants you a limited, non-exclusive, non-transferable, non-sub-licensable license during the term of this Agreement to use one the Licensed Software solely for your evaluation use in the Services. Upon termination of Agreement you will discontinue all use of the applicable Licensed Software. “
- 2.4. Open Source Software is distributed or made available under the terms of the open source license agreements referenced in the applicable distribution or the applicable help, notices, about or source files. Copyrights and other proprietary rights to the Open Source Software are held by the copyright holders identified in the applicable distribution or the applicable help, notices, about or source files.
- 2.5. By using any of the Hosted Trial Materials or Services, you agree that you are at least 18 years of age, or if you are under 18 years of age (a “**Minor**”), that you are using the Hosted Trial Materials or Services with the consent of your parent or legal guardian. If you are a parent or legal guardian of a Minor, you agree to bind the Minor to this Agreement and to fully indemnify and hold us harmless if the Minor breaches any of the terms of this Agreement.
- 2.6. If you breach any of the terms of this Agreement, the licenses described in sections 2.1 and 2.3 will terminate automatically and you must immediately destroy any downloaded or printed Hosted Trial Materials.

### 3. **MCC HOSTED TRIAL ACCOUNT**

- 3.1. The use of some features of the Services may require signing up and registering for a personal account with Mirantis (“**Hosted Trial Account**”). If you choose to register for a Hosted Trial, you shall provide accurate, complete, and up-to-date registration information. Once you submit the required registration information, we will determine whether or not to approve your proposed account. If approved, you will be permitted to log in to your Hosted Trial Account with your new user name and password. Depending on the services for which you have subscribed, Mirantis may issue you one or more authentication keys or tokens (“**Tokens**”). You are responsible for all use of your Hosted Trial Account and for the security of your password and any Tokens that may be used to access and use your Hosted Trial Account or certain Services. If you become aware of any unauthorized use of your Hosted Trial Account, you agree to notify Mirantis immediately, change your password, and revoke all tokens.
- 3.2. Your Hosted Trial Account is personal to you and you are allowed to create a single Hosted Trial Account for yourself. You are not allowed to create Hosted Trial Accounts for others and you are not allowed to create multiple Hosted Trial Accounts for yourself or others.
- 3.3. Some features of the Services may have usage limits. Mirantis reserves the right to enforce usage limits in its sole discretion. Repeated exceeding of the usage limits may lead to suspension or termination of your Hosted Account.

### 4. **USING THE SERVICES**

- 4.1. If you have a Hosted Trial Account and have signed up to use the Services, then subject to your compliance with this Agreement, we hereby grant you a limited, revocable, non-transferable non-exclusive, non-sublicensable license to access and use the Services and display the Hosted Trial Materials accessible therein, in each case solely for your evaluation purposes.
- 4.2. If you have signed up to use the Services, then subject to your compliance with our documentation (“**Documentation**”) and this Agreement, we hereby grant you an additional limited, revocable, non-transferable non-exclusive, non-sublicensable license to access and use the Services and the Documentation, solely for your own internal evaluation use, and not for timesharing, application service provider or service bureau use. You acknowledge and agree that your use of the Services may be subject to volume and other restrictions imposed by us from time to time. We may monitor your use of the Services to ensure quality, improve our products and services, and verify your compliance with this Agreement and the Documentation.
- 4.3. Except for the foregoing licenses, you have no other rights in the Services and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit the Services in any manner. All rights not granted in this Agreement are reserved.

## 5. AVAILABILITY OF THE SERVICES

- 5.1. Services or some features of Services may be unavailable at certain times, including during any unanticipated or unscheduled downtime or as a result of system failures or force majeure events. If you have a current Hosted Trial Account, we will use commercially reasonable efforts to provide you with information regarding any such interruptions and the restoration of use of, and access to, Services following any interruption.
- 5.2. We may temporarily or permanently suspend your access to any portion or all of the Services if we reasonably determine that: (a) there is a threat or attack targeting Services (including a denial of service attack) or other event that may create a risk to the Services or users of the Services; (b) your use of the Services disrupts or poses a security risk to the Services or any other user of the Services, may harm our systems, or may subject us or any third party to liability; (c) you are using the Services for fraudulent or illegal activities; (d) we believe you are using the Services in breach of this Agreement; (e) you have ceased to continue your business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding (collectively, "**Service Suspensions**"). If you are an affected subscriber, we will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to you. We will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service Suspension.

## 6. **PRIVACY.** Mirantis Software may automatically communicate with Mirantis servers to perform automated software updates and usage tracking. These features are designed to help provide a great end user experience.

- 6.1. Mirantis Software may automatically communicate with Mirantis servers to determine whether there are updated version(s) of the Mirantis Software available. You agree that the Mirantis Software may be updated automatically without providing any further notice or receiving any additional consent. You may manually opt-out from automated Mirantis Software updates.
- 6.2. In the default mode, Mirantis Software automatically communicates with Mirantis servers to send certain telemetry data about the usage. This data is collected only for Mirantis legitimate interest and for the purpose of making Mirantis Software better. The telemetry data contain information about user interface events and generic information about the attached clusters. For avoidance of doubt, no sensitive data is sent, but some of the data can be qualified as data identifying an individual under various jurisdictions. If you do not want to share certain telemetry data about the usage you must not use the Services.
- 6.3. For more information about how Mirantis handles and processes personal information, please visit <https://www.mirantis.com/company/privacy-policy/>. For more specific about how personal information processed by Mirantis on behalf of you (i.e., where Mirantis is in position of the data processor or a similar position based on applicable data protection laws) will be processed as described in the Hosted Trial Data Processing Agreement available at <https://www.mirantis.com/company/agreements/> which is hereby incorporated by this reference into this Agreement.

## 7. **USER CONTENT**

- 7.1. Some of the features of the Services allow you and other users to use, submit, and share information, data, text, messages, software, or other content with other users (collectively, "**User Content**"). You retain full ownership of the User Content you have created. You are solely responsible for your User Content and may not upload, post or otherwise make available any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether you have sufficient permission to share such information is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any User Content you provide. You understand and agree that all User Content is considered both non-confidential and non-proprietary.
- 7.2. By uploading or submitting User Content through the Services, you hereby grant Mirantis an irrevocable, sublicensable, worldwide, non-exclusive, fully paid-up, royalty-free license to
- Reproduce, reformat, modify, translate, distribute, make available and display your User Content (or any modification thereto), in whole or in part, in any format or medium now known or later developed; and

- Use (and permit others to use) your User Content in any manner and for any purpose (including, without limitation, commercial purposes) that we deem appropriate in our sole discretion (including, without limitation, to incorporate your User Content or any modification thereto, in whole or in part, into any technology, product, or service);

**7.3.** You are solely responsible for your non-private User Content and the consequences of posting or publishing them. In connection with non-private User Content, you affirm, represent, and warrant that:

- you either own such User Content or have the necessary licenses, rights, consents, and permissions to grant the rights and licenses granted in this Agreement,
- Mirantis' exercise of the license rights granted in this Agreement, does not and will not require obtaining a license from or paying any fees and/or royalties by Mirantis to any third party;
- Your User Content does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- You voluntarily agree to waive all "moral rights" that you may have in your User Content;
- Any information contained in your User Content is not known by you to be false, inaccurate, or misleading;
- Your User Content does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Your User Content is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- You were not and will not be compensated or granted any consideration by any third party for submitting your User Content;
- Your User Content does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than your own);
- Your User Content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files; and
- Your User Content does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.
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**7.4.** You understand that User Content made available on or through the Services comes from a variety of sources and that Mirantis does not endorse and is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such User Content. You understand that Mirantis cannot, does not, and has no obligation to review all User Content and does not endorse any User Content. You further understand and acknowledge that you may be exposed to User Content that is inaccurate, misleading, infringing, or otherwise objectionable. We do not guarantee that you will be able to edit or delete any User Content you have submitted. Mirantis reserves the right to edit or remove any User Content at any time without prior notice. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Mirantis with respect to your User Content and any User Content with which you may interact through your use of Services.

## **8. UNAUTHORIZED ACTIVITIES**

**8.1.** Your use of the Services is only for the purposes permitted in this Agreement. Any other use beyond such purposes is prohibited and, therefore, constitutes unauthorized use of our intellectual property. Unauthorized use may result in violation of various United States and international copyright laws. Unless you have written permission from Mirantis expressly stating otherwise, you may not use Services in any of the following ways (these are examples only and the list below is not a complete list of everything that you are not permitted to do):

- In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of Services or Hosted Trial Materials;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- To interfere with or disrupt the Services, or the servers or networks connected to the Services;
- To use any data mining, robots, or similar data gathering or extraction methods in connection with the Services;
- Attempt to use the Services in a way that is intended to avoid incurring fees or exceed usage limits;

- Attempt to gain unauthorized access to any portion of Services, or any other accounts, computer systems, or networks associated with the Services, whether through hacking, password mining, or any other means.

**9. PROPRIETARY RIGHTS.** You acknowledge and agree that Mirantis owns all legal right, title and interest in and to the Services and the Hosted Trial Materials as provided in this Agreement. The visual interfaces, graphics, design, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, domain names, and all other elements of the Services and the Hosted Trial Materials are protected by international copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any User Content owned and/or posted by you or other users, all Hosted Trial Materials are the copyrighted property of Mirantis unless otherwise noted. Furthermore, all trademarks, service marks, and trade names contained in the Hosted Trial Materials are proprietary to Mirantis. Except as expressly set forth herein, your use of the Services and/or Hosted Trial Materials does not grant you ownership of or any other rights with respect to any content, code, data, user comments or other materials that you may access on or through the Services. Mirantis reserves all rights not expressly granted in the Agreement.

## **10. INTELLECTUAL PROPERTY INFRINGEMENT**

**10.1.** Mirantis respects the intellectual property rights of others and encourage you to do the same. Accordingly, we have a policy of removing User Content that violates intellectual property rights of others, suspending access to the Services (or any portion thereof) to any user who uses the Services in violation of someone’s intellectual property rights, and/or terminating in appropriate circumstances the Hosted Trial Account of any user who uses the Services in violation of someone’s intellectual property rights.

**10.2.** Pursuant to Title 17 of the United States Code, Section 512, we have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your copyright or other intellectual property right is being infringed by a user of the Services, please provide written notice to our Mirantis for notice of claims of infringement:

Mirantis, Inc.  
ATTN: Mirantis Legal  
900 E. Hamilton Ave., Suite 650  
Campbell, CA 95008  
USA

Email: [mirantis.legal@mirantis.com](mailto:mirantis.legal@mirantis.com)

To be sure the matter is handled immediately, your written notice must:

- Contain your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material;
- Contain adequate information by which we can contact you (including postal address, telephone number, and e-mail address);
- Contain a statement that you have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, Mirantis will be unable to address the listed concern.

**10.3.** Mirantis reserves the right, in its sole discretion, to terminate the Hosted Trial Account and disable access to Services of any user who is the subject of repeated DMCA or other infringement notifications.

**11. FEEDBACK.** You may provide comments, bug reports, ideas or other feedback to Mirantis about the Services or Hosted Trial Materials, including without limitation about how to improve the Services or any other Mirantis products (“**Feedback**”). By submitting any Feedback, you agree that Mirantis is free to use such Feedback at its discretion and without any additional compensation to you. You hereby grant Mirantis a perpetual, irrevocable,

nonexclusive license under all rights necessary to incorporate and use your Feedback for any purpose, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that we are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

12. **EXTERNAL SITES.** Services may include hyperlinks to other web sites or resources (collectively, “**External Sites**”). Such links are provided solely as a convenience to our users and Mirantis has no control over any External Sites which are provided by companies or persons other than Mirantis. You acknowledge and agree that Mirantis is not responsible for the availability of any External Sites, and does not endorse any advertising, products or other materials on or available from the External Sites. If you decide to access any of the External Sites linked to from the Services, you do so entirely at your own risk and you must follow the privacy policies and terms and conditions for those External Sites.

### 13. **TERMINATION**

- 13.1. Mirantis may terminate this Agreement at its sole discretion at any time without prior notice or liability.
- 13.2. You may discontinue your use of the Services at any time and this Agreement will terminate when Mirantis ends your access to the Hosted Trial.
- 13.3. Upon any termination or expiration of this Agreement, whether by you or Mirantis, any information (including User Content) that you have submitted on or through the Services may no longer be accessed by you and Mirantis will have no obligation to maintain any such information in its storage, databases or to forward any such information to you or any third party. You are solely responsible for retrieving your User Content from the Services prior to termination of your account.
- 13.4. Upon any termination of this Agreement, Sections [78](#) (User Content), [89](#) Unauthorized Activities), [949](#) (Proprietary Rights), [1142](#) (Feedback), [Error! Reference source not found.13](#) (Third-Party Services), [1214](#) (External Sites), [1345](#) (Termination), [1446](#) (Exclusion of Warranties), [1547](#) (Limitation of Liability), [Error! Reference source not found.18](#) (Indemnification), and [1749](#) (Miscellaneous) shall survive.

### 14. **EXCLUSION OF WARRANTIES**

- 14.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES AND HOSTED TRIAL MATERIALS IS AT YOUR SOLE RISK AND THAT THE SERVICES AND HOSTED TRIAL MATERIALS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MIRANTIS MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, CORRECTNESS, ACCURACY AND RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MIRANTIS DOES NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; (III) ANY DATA PROVIDED THROUGH THE SERVICES WILL BE ACCURATE; OR (IV) THE SERVICES, HOSTED TRIAL MATERIALS, USER CONTENT, OR ANY OTHER CONTENT OR FEATURE MADE AVAILABLE ON OR THROUGH THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### 15. **LIMITATION OF LIABILITY**

- 15.1. IN NO EVENT WILL MIRANTIS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE OR PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS, EVEN IF MIRANTIS OR A MIRANTIS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

## DAMAGES.

- 15.2.** MIRANTIS' TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF (I) THE AGGREGATE AMOUNTS PAID BY YOU TO MIRANTIS UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE, OR (II) US\$ 1. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. THE PROVISIONS OF THIS SECTION DO NOT WAIVE OR LIMIT OUR ABILITY TO OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR BREACH OF THIS AGREEMENT.
- 15.3.** You acknowledge and agree that Mirantis makes the Services and Hosted Trial Materials available to you and enters into this Agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and Mirantis, and that the warranty disclaimer and the limitations of liability set forth herein form an essential basis of the bargain between you and Mirantis. Mirantis would not be able to provide the Services or Hosted Trial Materials to you without these limitations.
- 16. INDEMNIFICATION.** You agree to hold harmless and indemnify Mirantis and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any third party claim arising from or in any way related to (i) your breach of the Agreement; (ii) your violation of applicable laws, rules or regulations in connection with your use of the Services or Hosted Trial Materials; or (iii) your User Content, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such case, Mirantis will provide you with written notice of such claim, suit or action; will provide you the opportunity to control the defense and/or settlement of such claim, suit or action; and will provide you reasonable assistance in such defense or settlement, upon reasonable request.
- 17. MISCELLANEOUS**
- 17.1.** The Agreement constitutes the entire agreement between you and Mirantis regarding your use of the Services and Hosted Trial Materials and completely replaces any prior agreements between you and Mirantis in relation to the Services and Hosted Trial Materials.
- 17.2.** If Mirantis provides you with a translation of the English language version of this Agreement, the English language version of this Agreement will control if there is any conflict.
- 17.3.** You agree that Mirantis may provide you with notices, including those regarding changes to this Agreement, by email, regular mail, or postings on the Service. By providing Mirantis your email address, you consent to receiving electronic communications from us in lieu of communication by postal mail. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. You may provide us with legal notices via email to [mirantis.legal@mirantis.com](mailto:mirantis.legal@mirantis.com).
- 17.4.** The entire Agreement, and your relationship with Mirantis, shall be governed by the laws of the State of California without regard to its conflict of law's provisions. Foreign laws do not apply. Any disputes relating to this Agreement will be heard in courts located in San Francisco, California.
- 17.5.** Any unauthorized use or disclosure of a Mirantis website or Mirantis' intellectual property may cause immediate and irreparable injury to the Mirantis and, notwithstanding anything to the contrary in this Agreement, in the event of such unauthorized use and/or disclosure, Mirantis will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.
- 17.6.** You may not assign or transfer any of your rights or obligations in this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent, and any attempt by you to do so without our consent will be null and void. Mirantis can assign this Agreement in its entirety in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our business or assets.

- 17.7. In the event that any provision of this Agreement is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the court will modify or reform this Agreement to give as much effect as possible to that provision. Any provision that can't be modified or reformed in this way will be deemed deleted, and the remaining provisions of this Agreement will continue in full force and effect.
- 17.8. We will be excused from performing under this Agreement to the extent that we're unable to perform due extraordinary causes beyond our reasonable control. Such causes may include, but are not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failure, and power failures.
- 17.9. You and Mirantis are independent contractors with respect to the subject matter of this Agreement. Nothing contained in this Agreement will be deemed or construed in any manner whatsoever to create a partnership, joint venture, employment, agency, fiduciary, or other similar relationship between us, and neither of us can bind the other contractually.
- 17.10. To the extent the terms of any purchase order, written terms or conditions, or other document that you submit to us that contains terms that are different from, in conflict with, or in addition to the terms of this Agreement, such terms are hereby rejected by Mirantis and will be void and of no effect.
- 17.11. We may identify you as a customer to current and prospective clients. You hereby give us the permission to use your logo and name in any of our marketing materials, including our Services.
18. **CONTACT US.** If you have any questions about this Agreement or otherwise need to contact us for any reason, you can reach us at [mirantis.legal@mirantis.com](mailto:mirantis.legal@mirantis.com).