



OpenVPN CloudConnexa End User License Agreement

This OpenVPN CloudConnexa End User License Agreement (the End-User Agreement”) sets forth the terms of the license OpenVPN Inc. (“we” or “OpenVPN”) grants an authorized user of OpenVPN’s CloudConnexa Service (to use the CloudConnexa Service (the “Service”). References to “you” and “your” in this End User Agreement mean an authorized user of the Service.

To be an authorized user, you must accept the terms of the OpenVPN Master Product and Services Agreement (the “Master Agreement”), complete and agree to a Product and Service Order under which the Recipient has subscribed for the Service (the “Product and Service Order”), and OpenVPN must have accepted that subscription. All terms of the Master Agreement and the Product and Service Order are incorporated by reference into this End User Agreement except where End-User Agreement specifically states otherwise.

1. **License Grant.** Subject to the terms and conditions of this End User Agreement, the Master Agreement and the Product and Service Order, OpenVPN grants you a nonexclusive, nontransferable license to use the Service for the subscription term set forth in the Product and Service Order.

2. **Creation of Domain.** The Service enables you to create an `openvpn.com` subdomain for the purpose of creating a virtual private network and to operate that virtual private network during the subscription term.

3. **Certain Prohibited Activities.** In connection with your use of the Service, you will not:

- (a) interfere with other customers’ access to, or use of, the Cloud Service, or with the security of the Cloud Service;
- (b) facilitate the attack or disruption of the Cloud Service or use the Cloud Service to perform a denial-of-service attack, syn flood, unauthorized access, crawling or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware and cancelbots);
- (c) cause an unusual spike or increase in your use of the Cloud Service that negatively affects operation of the Cloud Service;
- (d) offer, permit or promote gambling as part of a `openvpn.com` Site URL;
- (e) display, transmit or otherwise make available as part of a `openvpn.com` Site URL material that is pornographic, obscene, lewd, indecent, or vulgar;
- (f) display, transmit or otherwise make available as part of a `openvpn.com` Site URL material that infringes upon the intellectual property rights of others, is



defamatory, violates the privacy rights of others, or is otherwise unlawful under the laws of the United States of America or any state thereof (collectively "US Laws");

- (g) display or transmit as part of a [openvpn.com Site URL](#) material promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals, including, but is not limited to, instructions on how to assemble bombs, grenades, and other weapons, and "Crush" sites;
- (h) display or transmit as part of a [openvpn.com Site URL](#) material that promotes violence against or directly attack or threaten other people on the basis of race, ethnicity, national origin, caste, sexual orientation, gender, gender identity, religious affiliation, age, disability, or serious disease;
- (i) display or otherwise use as profiles, in profile headers, or in usernames text or images that violate any of the prohibitions in (a) through (h) above.

4. Termination of Subscription. If we determine in our sole discretion that your use of an [openvpn.com](#) subdomain violates this End-User License Agreement or if we receive a notice or claim alleging that your use of that subdomain violates or infringes any law or third-party right, we may disable your use of the Service and make reactivation conditional on you submitting a new subdomain that is acceptable to us. We may make this determination and disable your use of the Service irrespective of whether ICANN requires you to cease using that domain.

5. Disclaimer of Warranties. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR CONSULTATION WE, OUR EMPLOYEES, CONTRACTORS, OR AGENTS MAY GIVE WILL IN ANY WAY CREATE AN EXPRESS OR IMPLIED WARRANTY. YOU WILL BEAR THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICE AND ITS PERFORMANCE.

6. Optional Support. We may in our discretion provide you with certain support and consultation services with respect to the Service free of charge to assist you in evaluating and testing the Service; provided, however, that we are not obligated to correct any bugs, defects, or errors in the Service or otherwise support or maintain the Service. We may discontinue any support or consulting services at any time. This optional support will be in addition to any support to which you may be entitled under a Service Level Agreement described in the Master Agreement if OpenVPN has agreed in the Product and Service Order to provide technical support in the Product and Service Order.