



CloudM Free Domain Scan Terms

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v1	06/10/2022
v2	03/11/2022

These CloudM free domain scan terms (**Terms**) form a legal agreement between the legal entity accessing the Domain Scan Application (as defined below) (**Scan User** or **you**) and Cloud Technology Solutions Limited trading as CloudM, a company registered in England and Wales with company number 06738954, whose registered office is at 17 Marble Street, Manchester, England, M2 3AW (**CloudM, we** or **us**).

By using the free Domain Scan Application (as defined below), you agree to these Terms which will bind you, the Scan User, and your employees, and you warrant and represent that the person accepting these Terms is authorised to enter into the same on behalf of the End User, and to bind the End User to the Terms.

If you do not agree to these Terms, you may not use the Domain Scan Application.

1. Definitions

Confidential Information: information that is proprietary or confidential and is either clearly identified as such or would be regarded as confidential by a reasonable business person;

Data Protection Agreement (DPA): the data processing agreement set out at <https://www.cloudm.io/legal/data-processing-agreement>, or such other data processing agreement as agreed between the parties, which forms part of these Terms;

Domain Scan Application: means the web-based application developed by CloudM to enable you to assess the benefits of the CloudM modules in managing your digital workplace (i.e. Google Workspace, Microsoft 365, etc.).

2. Domain Scan Requirements

By using the Domain Scan Application, you agree to provide CloudM with the following data, which will only be used by CloudM for the following purposes:

Data	Purpose
Number of users grouped by subscriptions	Evaluating the impact of moving inactive users to CloudM Archive to improve data governance and save on inactive digital workplace licences.



Number of users who haven't logged in for 90 days, suspended or blocked	Evaluating the impact of using an automated offboarding workflow with CloudM Automate and/or moving inactive users to CloudM Archive to improve data governance and save on inactive digital workplace licences.
Number of groups	Evaluating the impact of creating dynamic groups using CloudM Automate.
Number of users that aren't managed by your digital workplace domain	Evaluating the impact of using CloudM Migrate to migrate these users onto a paid for centrally controlled digital workplace domain.
Number of users who have standardised email signatures	Evaluating the impact of using CloudM Email Signature to centralise and create professional email signatures for all, split into smart groups or even for specific users.
Acquisition Migrations (based on your form responses)	Evaluating the impact of using CloudM Migrate to onboard your acquisitions on your digital workplace domain.

3. Confidentiality

- 3.1** Each party may have access to Confidential Information of the other party under these Terms. A party's Confidential Information shall not include information that:
- (a) is or becomes publicly known through no act or omission of the receiving party; or
 - (b) was in the other party's lawful possession prior to the disclosure; or
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 3.2 Subject to clause 3.4, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of these Terms.
- 3.3 Each party agrees to take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these Terms.
- 3.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of



disclosure is not prohibited and is given in accordance with this clause 3.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

4. Data Protection

The terms of the DPA are incorporated into these Terms by reference and shall apply to the processing of personal data, if any, under these Terms.

5. Warranties

5.1 Each party represents, warrants and undertakes that:

- (a) it has full capacity and authority and all necessary consents to enter into and to perform these Terms and to grant the rights and licences referred to in these Terms;
- (b) without affecting its other obligations under these Terms, it shall comply with all applicable laws and regulations in the performance of its obligations under these Terms.

5.2 **Disclaimer.** Except as expressly provided in these Terms, to the maximum extent permitted by applicable law, CloudM does not make any warranty of any kind, whether express, implied, statutory or otherwise, including merchantability, fitness for a particular use and non-infringement of the Domain Scan Application.

6. Limitation of liability

6.1 The following provisions set out the entire financial liability of CloudM (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Scan User in respect of:

- (a) any breach of these Terms howsoever arising; and
- (b) any representation, misrepresentation (whether innocent or negligent), statement, breach of statutory duty, or tortious act or omission (including negligence) arising under or in connection with these Terms.

6.2 Except as expressly and specifically provided in these Terms, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from these Terms.

6.3 Nothing in these Terms excludes CloudM's liability:

- (a) for death or personal injury caused by negligence;
- (b) for fraud or fraudulent misrepresentation; or
- (c) for any other type of liability which cannot be excluded by law.

6.4 Other than in relation to any liability under clause 6.3, CloudM shall in no circumstance be liable to the Scan User for any loss or damage arising from or in connection with the use of the Domain Scan Application or these Terms.



7. General

- 7.1 Entire agreement** - These Terms constitute the entire agreement between CloudM and you. Each party acknowledges that in entering into these Terms it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 7.2 Variation** – We reserve the right to amend the terms of this EULA at any time. Any amendment will be effective on the posting of an updated version at <https://www.cloudm.io/legal/free-domain-scan-terms>.
- 7.3 Severance** - If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms. If any provision or part-provision of these Terms is deemed deleted under this clause 7.3, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 7.4 Governing law & Jurisdiction** - These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.