

January 1, 2020



Cherwell Marketplace Terms of Use

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THE CHERWELL MARKETPLACE, A SERVICE THAT CONNECTS CUSTOMERS TO APPLICATIONS, COMPONENTS AND INTEGRATIONS TO CHERWELL SERVICE MANAGEMENT, IS PROVIDED TO YOU BY CHERWELL SOFTWARE, LLC ("CHERWELL") SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS ("TERMS OF USE"). ADDITIONAL TERMS MAY APPLY WHERE APPLICABLE. USE OF THE CHERWELL MARKETPLACE SIGNIFIES YOUR ACCEPTANCE OF THE TERMS OF USE. IF YOU DO NOT AGREE TO THE TERMS OF USE, DO NOT PROCEED AND DO NOT CLICK OR INDICATE "I ACCEPT THE TERMS AND CONDITIONS."

1. Definitions:

- 1.1 "CSM Solution"**. A CSM Solution is a Mergeable Application (or "mApp") comprised of meta data created with the Cherwell Service Management platform ("CSM" or the "Licensed Software") for a specific purpose (for example, a component added to an existing application such as IT Service Management to extend functionality or provide a new capability) or application (for example, a standalone workflow such as facilities management or human resource management), or integration intended to connect a 3rd party application or service to the CSM platform. CSM Solutions listed within the Marketplace are categorized according to support entitlements, including Cherwell Supported, Partner Supported, or Community Supported.
- 1.2 "Cherwell Marketplace"**. The Cherwell Marketplace is a website that allows Cherwell, Partners, or Community Developers of CSM Solutions to market and/or upload those solutions for authorized users of Cherwell CSM ("End Users") to download, install and utilize those CSM Solutions.
- 1.3 "Cherwell Supported CSM Solution"**. A Cherwell Supported CSM Solution is created and offered by Cherwell on the Marketplace and is supported by Cherwell in accordance with the Support Guidelines accessible by clicking on the "Support" tab for the applicable Cherwell Supported solution. Cherwell Supported solutions are accessed by checking the "Cherwell" box under "Category" in the Cherwell [Marketplace](#).
- 1.4 "Partner Supported CSM Solution"**. A Partner Supported CSM Solution is created and offered by an Authorized Cherwell Partner on the Marketplace and is supported exclusively, if at all, by the Authorized Partner in accordance with the Support Guidelines accessible by clicking on the Support tab for the applicable Partner Supported Solution. Partner Supported CSM Solutions are accessed by checking the "Partner" box under "Category" in the Cherwell [Marketplace](#).
- 1.5 "Community Supported CSM Solution"**. A Community Supported CSM Solution is created and offered by an Authorized Cherwell Developer on the Marketplace and is NOT officially supported by Cherwell or an Authorized Cherwell Partner. These solutions may be supported by the Authorized Cherwell Developer within the online [community](#). They also

may be completely unsupported. Community Supported CSM Solutions are accessed by checking the “Community” box under “Category” in the Cherwell marketplace.

1.6 **“Authorized Cherwell Partner”**. An Authorized Cherwell Partner is an entity that is a party to a Cherwell Channel Partner Agreement that authorizes the development and distribution of CSM Solutions.

1.7 **“Authorized Cherwell Developer”**. An Authorized Cherwell Developer is an internal Cherwell resource, including Cherwell Labs, or a third party that has been expressly granted rights by Cherwell either through an end-user license agreement, or other agreement, to develop and distribute CSM Solutions.

1.8 **“Cherwell EULA”**. The Cherwell EULA is the End User License Agreement that accompanies the purchase of all CSM licenses and are the exclusive terms and conditions for use of CSM by licensees.

2. **Cherwell EULA Required**. Partners, Developers, End Users or any other user of a CSM Solution must have a valid Cherwell EULA for use of the Licensed Software. By using the Marketplace, you represent and warrant that you are party to an existing (non-terminated) Cherwell EULA. You may not use a CSM Solution in a manner which is contrary to or violates the terms and conditions of your Cherwell EULA for the Licensed Software, including, without limitation, violation of the number of concurrent users allowed under the EULA and related purchase agreements. While use of the Marketplace or any CSM Solution requires a Cherwell EULA as a pre-condition of use, your use of the Marketplace and any CSM Solution is specifically governed by these Terms of Use, including all limitation of liability, disclaimers of warranty and all other terms and conditions.

3. **Development, Sharing and Distribution of CSM Solutions.**

3.1 *Intellectual Property.*

(a) *Cherwell Technology.* As between you and Cherwell, all rights, title, and interest in and to all intellectual property rights in the Cherwell Technology are owned exclusively by Cherwell notwithstanding any other provision in these Terms of Use. Except for the limited use rights granted in the Cherwell EULA and under these Terms of Use, Cherwell reserves all rights in the Cherwell Technology and does not grant you any rights, express or implied. As used herein, “Cherwell Technology” means, (i) all Cherwell products, software, architecture and hardware, including, but not limited, to Cherwell Service Management (CSM), Cherwell Asset Management (CAM), all mApps, blueprints or other Cherwell configurations made available by Cherwell, all Cherwell website content, and, (ii) all underlying technology and methodologies, including, without limitation, software tools, algorithms, templates, software code (in source and object forms), and documentation, and all updates, upgrades, improvements and derivative works of the

foregoing,(iii) any and all translations or localizations of the foregoing regardless of whether created by Cherwell or a third party, and (iv) all intellectual property anywhere in the world relating to the foregoing, including patents, trade secrets, trademarks and copyrights, and specifically including all claims covered by **U.S. Patent No. 9,612,825**.

(b) *User Technology*. As between you and Cherwell, all rights, title, and interest in and to all intellectual property rights in the User Technology uploaded by you to the Cherwell Marketplace (excluding Cherwell Technology) are owned by you. You hereby grant to Cherwell a perpetual, irrevocable, royalty-free, fully-paid, sublicensable, transferable, non-exclusive, worldwide license to copy, distribute, modify, make derivative works of, publicly display, publicly perform, make, use, sell, translate and disclose to third parties any User Technology or data uploaded by you in the Cherwell Marketplace for all purposes in any way associated with Cherwell's hosting and management of the Cherwell Marketplace. As used herein, "User Technology" means software tools, methodologies, algorithms, templates, software code or documentation, or other original material authored, invented or otherwise created or licensed by you using or for use in a CSM Solution, but expressly excluding any and all Cherwell Technology.

3.2 Non-Exclusive Relationship. Nothing herein limits Cherwell's right, or the rights of any third party, to create CSM Solutions, and you acknowledge that Cherwell, or a third party, including other Partners, Developers or Cherwell customers, may develop and market, now or in the future, CSM Solutions which are competitive to CSM Solutions or other products and services which you create.

3.3 Your Representations and Warranties. If you post or upload any CSM Solutions to the Cherwell Marketplace, you make the following representations and warranties:

- (a) You represent and warrant that your CSM Solution is an original work and not a derivative of any other CSM Solution (including any translation thereof), including CSM Solutions developed by Cherwell or any other party (unless you have the license to do so from Cherwell or the other party, as the case may be).
- (b) You represent and warrant that the CSM Solution file posted by you is free of any virus or otherwise malicious code, or any code or command intended to bring down or impair operation of any Cherwell systems, Cherwell products or services including CSM, or any third party user's computers or networks, whether automatically or upon command. You further agree not to post any CSM Solutions that are intended, or can reasonably be expected, to be used for any illegal purpose.
- (c) If any content or data contained in a CSM Solution file is not original to or owned by you, you represent and warrant that you have the legal right to distribute that content or data without infringing any third-party right, including copyrights.

(d) You represent and warrant that any license terms and conditions required by you for use of your CSM Solution by any third-party end-user are available from your site and you acknowledge that Cherwell does not provide any licensing and use terms for your CSM Solution. You further represent and warrant that nothing in any license you provide will in any way attempt to alter or modify any rights in any Cherwell EULA or represent that the license terms for your CSM Solution are associated with, endorsed by, or made on behalf of Cherwell.

3.4 Paid CSM Solutions. If you desire to charge a fee for your CSM Solution (a "Paid Solution"), you will be required to provide an external URL to process the payment and complete the transaction between you and the End User. The Service will direct the end-user to the URL that you provide. The terms of any such transaction are strictly between you and the End-User, and you are not authorized to represent that the transaction is in any way associated with, endorsed by or made on behalf of Cherwell. You acknowledge that you are solely responsible for compliance with all applicable export control laws and will ensure that your payment processing methods detect and prohibit any transactions with any sanctioned or otherwise denied party under all applicable law and regulations, including, but not limited to, the laws of the United States. You further acknowledge and agree that you are responsible for the collection of any taxes, levies, duties or similar government assessments of any nature, including without limitation value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes") associated with any Paid Solution, and otherwise ensuring that the transaction complies with applicable law.

3.5 Use License for Third Party End Users. Subject to any separate terms you establish with an End-User for any CSM Solution you contribute to the Marketplace, you hereby grant all parties that access and download your CSM Solution a non-exclusive, non-transferable, worldwide license to freely use your CSM Solution for any internal purpose, including the right to modify your CSM Solution for such internal use.

3.6 Feedback and Reviews. You acknowledge that each CSM Solution you upload may be subject to End User or other third-party reviews or comments. You hereby acknowledge that such reviews or comments may be unfavorable, untrue or you may disagree with their content. You agree that by posting a CSM Solution you expressly assume all risks associated with unfavorable, untrue, or other such comments or reviews. You further acknowledge and agree that Cherwell has the right, but not the obligation, to remove any material posted on the Cherwell Marketplace, and Cherwell assumes no liability for any action or inaction regarding reviews, comments, communications or content provided by any End Users or other third parties. Cherwell further reserves the right, in its sole discretion, to highlight certain CSM Solutions, or none at all.

4. Downloading, Installing and Using CSM Solutions. The following terms apply to you if you download, install, and use CSM Solutions posted on the Cherwell Marketplace:

- 4.1 No Endorsement of CSM Solutions.* You understand that Cherwell does not endorse the skill or ability of any Partner, Developer or other party authorized to make CSM Solutions available on the Cherwell Marketplace or the quality of any CSM Solution posted on the Cherwell Marketplace. You are solely responsible for determining the fitness of the CSM Solution solutions for your purpose and you assume all risk associated with your use of any CSM Solution.
- 4.2 All CSM Solutions “AS-IS”.* You agree that all CSM Solution are made available and provided to you “as is” and any express or implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement (except in the case of Cherwell Supported CSM Solutions), are disclaimed. In no event shall Cherwell be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort arising out of or in any way related to the downloading, installing or use of any CSM Solution, even if advised of the possibility of such damage.
- 4.3 Recommendation for System Back Up.* Applying a CSM Solution might overwrite or modify some of your CSM system definitions. Performing a system backup before using any CSM Solution is highly recommended. You represent and warrant that you understand the implications of applying a CSM Solution to your system environment, and that you should apply the CSM Solution to a test environment before committing it to your live production environment.
- 4.4 Paid CSM Solutions.* You understand that Cherwell does not have any kind of affiliation with the Partners, Developers, or other authorized third parties posting CSM Solutions, other than allowing them to market and distribute their CSM Solutions on the Cherwell Marketplace. If you choose to download a Paid Solution, you will be directed to a URL address/website that is not owned or controlled by Cherwell. Cherwell is not responsible for such third-party site or its legitimacy, security, or privacy policies. You assume all risks associated with using any site you are directed to for a Paid Solution. You acknowledge and agree Cherwell is not a party to, and shall have no obligation under, any payment or other terms that are strictly between you and the provider of a Paid Solution.
- 4.5 Support.* You understand that Cherwell only provides support for the Cherwell Supported CSM Solutions, and then only in accordance with the support guidelines made available on the Cherwell Supported CSM Solution page for the applicable Cherwell Supported CSM Solution. Support for Partner Supported CSM Solutions, if any, is exclusively provided by the Partner offering the Solution and then only in accordance with the support guidelines made available on the Partner Supported CSM Solution page for the applicable Solution. NO SUPPORT AT ALL is provided by Cherwell for any Community CSM Solution.

4.6 Cherwell EULA; No Commercial Exploitation. You agree not to (i) use any CSM Solution other than in accordance with the internal use only and other provisions of your Cherwell EULA; or (ii) copy or further distribute or commercially exploit any CSM Solution (including any derivative work thereof) unless specifically authorized in writing by the developer of the CSM Solution, including Cherwell, any Authorized Partner or Authorized Developer.

4.7 Review and Rating of CSM Solutions. Cherwell permits review and rating of CSM Solutions posted on the Cherwell Marketplace by CSM Solution End Users. The following terms apply to you if you submit a review of a CSM Solution:

- (a) You understand that reviews and ratings should be unbiased. You must disclose your affiliation if you submit a review for your own product or that of a competitor.
- (b) You agree not to post more than one review of a CSM Solution, unless the subsequent review is necessary as a result of a change in your assessment of the product based on further evaluation.
- (c) You agree not to post any irrelevant, fraudulent, misleading, obscene, insulting, harassing, offensive or otherwise objectionable content in your reviews. You also agree not to post any commercial solicitation or links to irrelevant third-party sites.
- (d) You grant to Cherwell a perpetual, irrevocable, royalty-free, fully-paid, sublicensable, transferable, non-exclusive, worldwide license to make, use, sell, offer for sale, import or otherwise use or commercially exploit for any purpose, any feedback, comments, suggestions, communications, and requests for improvements or enhancements relating to the Cherwell Marketplace (and the supporting website), any Cherwell CSM Solution (Supported or Community) or Cherwell products and services, including, but not limited to CSM and CAM.

5. General Terms

5.1 Suspension of Use; Disclosure of Information. Cherwell has the right, but not the obligation, to:

- (a) Remove or refuse to post any CSM Solution, comments, reviews, communications or any other content whatsoever, and/or to terminate your access to all or part of the Cherwell Marketplace for any reason or no reason, in our sole discretion, including without limitation for any violation of these Terms of Use, the Cherwell EULA, the Privacy Policy, or Cherwell's decision to discontinue or modify the Cherwell Marketplace; and
- (b) Disclose your identity to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to

privacy; and

- (c) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Cherwell Marketplace.

For clarity and without limiting the foregoing, Cherwell has the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS CHERWELL, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY CHERWELL DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER CHERWELL OR LAW ENFORCEMENT AUTHORITIES.

5.2 *Modification of Terms of Use.* Cherwell reserves the right to modify these Terms of Use at any time. Modifications to the Terms of Use are effective upon your use of the Cherwell Marketplace subsequent to publication of such modification. You may terminate your use of the Cherwell Marketplace or any CSM Solution if the Terms of Use are modified in a manner that substantially affects your rights in connection with use of the Cherwell Marketplace or any CSM Solution. Your continued use of the Cherwell Marketplace or any CSM Solution after notice of any change to the Terms of Use will be deemed to be your agreement to the amended Terms of Use.

5.3 *Disclaimer of Warranties.* YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE CHERWELL MARKETPLACE IS AT YOUR SOLE RISK. THE CHERWELL MARKETPLACE IS PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. EXCEPT AS OTHERWISE SET FORTH HEREIN, CHERWELL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CHERWELL MAKES NO WARRANTY THAT ACCESS TO THE CHERWELL MARKETPLACE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE SERVICE SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE OR TELECOMMUNICATIONS EQUIPMENT, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM CHERWELL, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

5.4 *Limitation of Liability.* TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT CHERWELL SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY

TO USE THE CHERWELL MARKETPLACE OR ANY CSM SOLUTION, EVEN IF CHERWELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH CHERWELL RELATED TO THE SERVICE OR ANY CSM SOLUTION, SHALL BE TERMINATION OF ACCESS TO THE CHERWELL MARKETPLACE OR TO THE APPLICABLE CSM SOLUTION. IN NO EVENT SHALL CHERWELL'S ENTIRE LIABILITY FOR DIRECT DAMAGES UNDER THESE TERMS OF SERVICE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00).

- 5.5 *Indemnification.* To the extent permitted by applicable law, you agree to indemnify, defend and hold harmless Cherwell, its subsidiaries and affiliates, their officers, directors, agents, contractors, and employees, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to your use of the Cherwell Marketplace or any CSM Solution, including any claims that you have used the Cherwell Marketplace in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms of Use.
- 5.6 *Personal Information and Privacy.* Personal information you provide to Cherwell through any Cherwell Supported or Cherwell Developed Community CSM Solution is governed by the Cherwell Privacy Policy <http://www.cherwell.com/privacy>. Your election to use the Cherwell Marketplace or any Cherwell CSM Solution indicates your acceptance of the terms of the Cherwell Privacy Policy. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by contacting us [here](#). We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise. Your use of any CSM Solution provided by any Authorized Partner or Authorized Developer (other than Cherwell or Cherwell Labs) is governed by the applicable privacy policies of the Authorized Partner or Developer, and Cherwell make no representations or warranties regarding the protection of any information you provide or otherwise make available through use of such Partner or Developer CSM Solutions.
- 5.7 *Spamming and Illegal Activities.* You agree to be solely responsible for the contents of your transmissions through the Cherwell Marketplace. You agree not to use the Cherwell Marketplace for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Cherwell Marketplace for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email.

5.8 *Linking*

- (a) **Linking to** the Cherwell Marketplace. You may link to the Cherwell Marketplace homepage on our website, provided you do so in a way that does not state, imply or suggest any form of approval or endorsement of you or your products and services, including any of your CSM Solutions. You are prohibited from linking to any other page of Cherwell.com without our express written permission. You may not establish a link from any website that is not owned by you. You agree to cooperate with us in stopping any unauthorized framing or linking.
- (b) **Links from** the Cherwell Marketplace. If the Cherwell CSM Solutions website contains links to other sites and resources provided by third parties, these links are provided for convenience only. This may include links to other CSM Solutions providers, advertisers or other content providers. We have no control over the contents of any third-party websites and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any third-party website linked to a Cherwell website, you do so at your sole risk. You expressly assume all risk of accessing such sites and for your compliance with the terms and conditions of use for such websites.
- (c) We reserve the right to withdraw all linking permissions or capabilities at any time, in our sole discretion and without notice.

5.9 *User Generated Content.* You shall be solely responsible for any content you make available through the Cherwell Marketplace and the consequences of its transmission or publication. Any content made posted or uploaded to the Cherwell Marketplace will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Cherwell Marketplace is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using the Cherwell Marketplace, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Cherwell Marketplace you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that Cherwell will have the right to block access to or remove such content made available by you, if Cherwell receives complaints concerning any illegality or infringement of third-party rights in such content

5.10 *Suspension and Termination.* In addition to our rights under Section 5.1 above and other provisions of this Agreement, we will also suspend or terminate your user account on your request. Requests to suspend or terminate an account, or objections to suspension or

disabling of your account should be made [here](#). In the case of a Cherwell initiated suspension or disabling, objections must be made within thirty days of being notified about the suspension. Otherwise Cherwell may terminate the account without notice at any time thereafter. Notwithstanding the foregoing, Cherwell reserves the right to, at any time in its sole discretion, terminate the Cherwell Marketplace without prior notice.

5.11 *Notice of Violations.* You are required to notify Cherwell if you become aware of any violation of these Terms of Use by any person, including other users or third parties. Notifications should be sent to general.counsel@cherwell.com or you can submit [here](#).

5.12 *Compliance with Laws.* You will comply with all applicable law and regulation related to your activities under these Terms of Use, including, but not limited to, trade compliance, prohibitions on bribery and corruption, protection of the intellectual property rights of others, and privacy.

5.13 *Governing Law and Jurisdiction.* These Terms of Use shall be governed by and construed in accordance with the laws of the state of Delaware, USA. Any dispute involving these Terms of Use shall be venued in the state courts of Delaware or the federal district court for the district of Delaware.

5.14 *Entire Agreement.* These Terms of Use and our Privacy Policy constitute the entire agreement between you and Cherwell with respect to the Cherwell Marketplace and supersede all prior and contemporaneous understandings or agreements, whether written and oral, with respect to the Cherwell Marketplace. These Terms of Use DO NOT, however, supersede any Order Confirmation, Cherwell EULA, Cherwell Channel Partner Agreement or any other agreement between you and Cherwell for the purchase of Cherwell goods and services.

END OF TERMS OF USE

Last updated: January 1, 2020