

Turanto Terms of Service

Last Revised: September 06, 2016

GENERAL INFORMATION

Welcome to TURANTO Cloud Application Platform.

This legal agreement between you and eTelic Inc. governs your use of the TURANTO Cloud Application Platform (“**Services**”) provided by eTelic Inc. (“**Turanto**”, “eTelic”, “we”, “us”, or “our”). By accessing, browsing or using our Services, you are agreeing to comply with and be bound by the following Terms of Use (the “**Terms**”) and all terms and conditions incorporated by reference.

Please review these Terms carefully before using the Services and information provided by eTelic Inc., its subsidiaries and affiliates (hereinafter, “eTelic”). **IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT USE OUR SERVICES.**

References to “you” and “your” and/ or the “Customer” are to you on behalf of your business and include your business (i.e. the company, partnership, sole trader or other organization which you work for or represent).

This Agreement is effective from the day that you indicate your approval of the Terms by completing the initial user registration sequence, and shall remain in force until Services is terminated. No perpetual rights of use are granted to Customer under this Agreement

1. DEFINITIONS

“Affiliates” means any entity which directly or indirectly, through one or more intermediaries, controls, Or is controlled by, or is under common control with Customer, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of Customer.

“Application Constraints” means any limit(s) to which the Customer’s use or application of the Services is or may be subject in accordance with the relevant User Subscription(s) (including but not limited to: limits on Database Size, number of Authorized Users or the number of applications that can be created or generated application code download which the Services can be used in connection with or applied to);

"Authorized Users" means those employees, agents, consultants and independent contractors of the Customer or Customer’s Affiliates who are authorized by the Customer to use the Services and the Documentation.

"Cause" means any material breach of the terms of the Agreement, including without limitation, Customer's failure to pay the renewal subscription fees Past Due Date.

"Confidential Information" means information that is proprietary or confidential and is either clearly labeled as such or identified as Confidential Information in clause 11;

"Customer Data" means the data inputted by the Customer, Authorized Users, or eTelic on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services together with the data generated for the Customer by the Customer's proper use (in accordance with this agreement) of the Services.

"Documentation" means the online help documentation including User Guides which may be updated from time to time.

"Early Termination" means termination by the Customer without Cause prior to the end of the Services Term, or termination by eTelic due to Customer's failure to make timely payments.

"Effective Date" means the date on which the Customer, having agreed to this agreement, completes the subscription ordering process by payment of the relevant Subscription Fees.

"Employee" shall mean any employee of the customer or an individual independent contractor using the Software in the course of performing Services on behalf of customer and for whom customer remains responsible.

"Generated Application" means the software applications generated from Turanto & made available in downloadable or physical form by eTelic as part of or in connection with the Services (if any);

"Services" means the subscription Services known as TURANTO Cloud Application Platform provided by eTelic (subject to this agreement)

"Subscription Fees" means the subscription fees payable by the Customer to eTelic for the User Subscriptions, the prices for which are as set out on the Turanto website <http://www.turanto.com> from time to time or such other website address.

"Subscription Term" means the period commencing on the Services Commencement Date and ending on the date of expiry of the User Subscription purchased ordered on the Effective Date;

"Suggestions" means all suggested improvements to the Services that you provide to us.

"Third Party Websites" means online, Websites or Services that are provided by third parties, and interoperate with the Services, including but not limited to those listed on <http://www.turanto.com>

"Update" means either a software modification or addition that, when made or added to the Software, corrects the Defect, or a procedure or routine that, when observed in the regular operation of the

Software, eliminates the practical adverse effect of the Defect or brings the Software into compliance with the Documentation.

“Upgrade” means a revision of the Software released by eTelic to its end user customers, by the Support Services team, to add new and different functions or to increase the capacity of the Software. Upgrade does not include the release of a new product or added features or modules.

“Turanto” “eTelic”, “Us”, “Our”, “We” means “eTelic Inc.” (A company under the law of the United States of America), and/or any affiliated or subsidiary company.

2. SUBSCRIPTION AND GRANT OF RIGHTS TO USES

Subject to the terms and effective only during the term of the Agreement, eTelic grants to Customer a non-exclusive limited license to use the Services provided by eTelic and information pertaining to Turanto (“**Documentation**”) solely to operate the Services provided by eTelic. Nothing in these Terms or in the Services Contract shall be construed to grant to Customer any right to reproduce, market, or distribute any of the Turanto Software and Turanto Software Documentation. Customer agrees that the Turanto Software and Turanto Software Documentation, including, but not limited to, all ideas, designs, concepts, object and source code, and functionalities pertaining thereto (collectively the “**Intellectual Property**”) are the exclusive confidential intellectual property of eTelic and/or the person from which any part thereof is licensed by eTelic.

Customer shall not:

- a. attempt to reverse engineer, decompile, disassemble or otherwise translate or modify the Turanto Software in any manner,
- b. modify, alter, tamper with, repair or otherwise create derivative works of any software
- c. sell, assign, license, sub-license or otherwise transfer, transmit, or convey the Turanto Software and Turanto Software Documentation.
- d. During the Services Term and after termination of the Services for any reason, remove, obscure or alter any proprietary rights notice pertaining to the Service;
- e. access or use the Service in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas;
- f. use the Service to: (i) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (ii) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iv) store or transmit inappropriate Content, such as Content: (1) containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material of any kind or nature, (2) containing any material that encourages conduct that could constitute a criminal offense, or (3) that violates the intellectual property rights or rights to the publicity or privacy of others; (iv) store or transmit any Content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (v) abuse, harass, stalk or otherwise violate the legal rights of a third party;

- g. Customer shall not use any of the Intellectual Property for any use or purpose, except as expressly permitted under the Agreement to operate the Services during the Services Term.
- h. During the Services Term and after termination of the Services for any reason, Customer shall not disclose any of the Intellectual Property to any other person

Subject to the terms of this Agreement, customer may allow its agents and independent contractors to use the Services solely for the benefit of customer; provided, however, Customer remains responsible for any breach of this Agreement. Any other use of the Services by any other entity is forbidden and a violation of this Agreement.

For the avoidance of doubt, this subscription is per named user (be they your employees, consultants or agents) utilizing the Services/environment in accordance with the subscription plan.

The customer shall not exceed the Application Constraints as defined in the subscription plan purchased by the customer and published on the Turanto website <http://www.turanto.com>("Site") from time to time or such other website address; these constraints include but not limited to maximum number of applications that can be created, Authorized User Logins and database storage size and so forth as per plan type.

To obtain access to the Services, you may be required to obtain an account with Turanto (become a "Registered User"), by completing a registration form and designating a user ID and password, or, login using one of your other web services accounts. Until you apply for and are approved by Turanto to become a Registered User, in Turanto's sole discretion, your access to the Service will be severely restricted.

3. USERS: PASSWORD

The Customer shall ensure that User identities, passwords, and equivalent obtained by the Customer in conjunction with registration are stored and used in a secure manner and cannot be accessed and thereby used by third parties. The Customer shall be liable for any unauthorized use of the Services. eTelic shall have no liability for any loss or damage arising from the Customer's failure to comply with the provisions of this clause 3.

4. DATA MANAGEMENT & SECURITY

All data entered in the customer generated application is owned by Customer and is to be strictly held as confidential. eTelic will delete and destroy all copies of data once the Agreement is terminated with or without default. Customer has the option of limited access for a backup of data prior to deletion per clause 6(c).

You are responsible for taking your own steps to maintain appropriate security, protection and backup of Your data. eTelic shall not be responsible for any loss, destruction, alteration or disclosure of

Customer Data caused by any third party contracted by the Customer to perform services related to Customer Data maintenance and back-up.

Without limiting clause 11 or this clause 4, eTelic shall adopt reasonable administrative, physical and technical safeguards for the protection, confidentiality and integrity of Customer Data to help you secure Your Content against accidental or unlawful loss, access or disclosure.

5. GENERATED APPLICATION SOURCE CODE

The Services may in the course of your use generate source code for software applications that are not part of the Software (“**Generated Code**”). This Generated Code is a derivative work based on portions of the Software. When you use the Software under a valid License, you are granted a non-exclusive right to use and modify the Generated Code created thereby. The Generated Code can *not* be shared outside the Customer organization. Continued subscription to service is *not* required for continued usage of Generated Code in source code format, however, it can be redistributed freely in binary (runnable object code) format.

6. TERM & TERMINATION

- a. **Duration.** This Agreement shall be valid for the Subscription Term and shall expire unless either party notifies the other of such party’s intention to renew before expiration of the then current Subscription Term.
- b. **Early Termination or termination for cause.** In case of termination with cause or without cause, eTelic is not obliged to refund the customer. All subscription fees are payable in advance.
- c. **Effects of Termination.** Customer agrees that following termination of Customer’s account and/or use of the Services, eTelic may immediately deactivate Customer’s account and that following a reasonable period of not less than thirty (30) days shall be entitled to delete Customer’s account from the Services. During this thirty(30) day period and upon Customer’s request, eTelic will grant Customer limited access to the Services for several days at some additional fees for the sole purpose of permitting Customer to retrieve Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to eTelic.

Otherwise, any Content you have stored with the Service may not be retrievable, and we will have no obligation to maintain any data stored in your account.

7. UPDATES TO THE SERVICE

eTelic may, in its sole discretion, add features or functions or provide bug fixes, patches, updates and upgrades to the Service, which may be provided automatically. If you do not want to receive such upgrades automatically, do not use the Service.

8. SUPPORT

As part of the Services, eTelic will provide Customer with Help Documentation and other online resources to assist Customer in its use of the Services. eTelic also offers additional support Services as provisioned in the subscription plan subscribed by the customer.

9. THIRD PARTY SERVICES AND CONTENT

The Services may contain links and references to non-etelic websites and resources and are provided for convenience only. You acknowledge that eTelic has no control over such sites and resources; you acknowledge and agree that eTelic is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, accuracy or opinions expressed on these websites. You further acknowledge and agree that eTelic shall not be responsible or liable, in any manner whatsoever, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or Services available on or through any such site or resource.

10. SUGGESTIONS

You agree that eTelic shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, ideas, enhancements, requests, feedback or other information provided by Customer, including employees and/ or independent Agent of Customer, relating to the operation of the Service.

The models for an application inserted into Turanto for trial purposes, or within the basic plan, will be construed as suggestions. Our analysis of usage patterns, or general model patterns, regardless of the plan, will also qualify as suggestions that we may incorporate in future releases to improve the product.

11. COMPLIANCE WITH LAWS

Customer shall be solely responsible for complying with all applicable laws, statutes, rules, regulations and ordinances of the country or territory in which Customer uses the Services and shall indemnify eTelic for any claims, damages or costs arising from any claim related to or arising from violation of such laws, statutes, rules, regulations or ordinances by Customer in relation to the Services or these Terms.

12. CONFIDENTIALITY

For purposes of this Agreement, “**Confidential Information**” shall include the terms of this Agreement, Customer Data, each party’s proprietary technology, business processes and technical product information, designs, issues, all communication between the Parties regarding the Services and any information that is clearly identified in writing at the time of disclosure as confidential. Notwithstanding the foregoing, Confidential Information shall not include information which:

- a. is known publicly;
- b. is generally known in the industry before disclosure;
- c. has become known publicly, without fault of the Receiving Party;
- d. the Receiving Party becomes aware of from a third party not bound by non-disclosure obligations to the Disclosing Party and with the lawful right to disclose such information to the Receiving Party; or
- e. is aggregate data regarding use of the Services that does not contain any personally identifiable or Customer-specific information.
- f. Is provided to eTelic under clause 10.

Each party agrees:

- a. to keep confidential all Confidential Information;
- b. not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this Agreement or as directed by Customer;
- c. to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own and to make Confidential Information available to authorized persons only on a "need to know" basis.

Either party may disclose Confidential Information on a need to know basis to its contractors and Services providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their Services in connection with the performance of this Agreement. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation

13. PROPRIETARY RIGHTS

- a. **Ownership of Customer Data.** As between eTelic and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer.
- b. **eTelic Intellectual Property Rights.** Customer agrees that all rights title and interest in and to all intellectual property rights in the Services are owned exclusively by eTelic or its licensors. Except as provided in this Agreement, the limited license granted to Customer does not convey any rights in the Services, express or implied, or ownership in the Services or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by eTelic. The eTelic Services marks, logos and product and Services names are marks of eTelic, respectively (the "**eTelic Marks**"). Customer agrees not to display or use the eTelic Marks in any manner without eTelic's express prior written permission. The trademarks, logos and Services marks of Third Party Application providers ("**Marks**") are the property of such third parties. Customer is not permitted to use these Marks without the prior written consent of such third party which may own the Mark.

14. PRIVACY

In order to operate and provide the Service, we collect certain information about you. As part of the Service, we may also automatically upload information about your computer or device, your use of the Service, and Service performance. We use and protect that information as described in the privacy policy located at <http://www.turanto.com/PrivacyPolicy.pdf> ("**Privacy Policy**").

15. DISCLAIMER OF WARRANTIES

ETELIC PROVIDES THE SERVICE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

16. INDEMNIFICATION

You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning your or any End Users' use of the Services Offerings); (b) breach of this Agreement or violation of applicable law by you or any End User; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content; or (d) a dispute between you and any End User. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates.

17. LIMITATION OF LIABILITY

IT IS EXPRESSLY AGREED THAT TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ETELIC, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT LOSSES ARISING FROM YOUR USE, OR INABILITY TO USE, THE SERVICES, REGARDLESS OF WHETHER ETELIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. PAYMENTS AND FEES

The fees applicable for Service ("**Subscription Fees**") are available at the Turanto website <http://www.turanto.com> and as published within the Service. The price stated for the Service excludes

all taxes and charges, unless stated otherwise. You're responsible for any taxes and for all other charges (for example currency exchange settlements).

19. MISCELLANEOUS PROVISIONS

- a. **Publicity.** Customer hereby consents to eTelic's inclusion of Customer's name and logo in a customer listing as part of eTelic's website and marketing materials. Subject to Customer's consent (which will not be unreasonably withheld), eTelic may issue a press release after the Effective Date, announcing that Customer is using eTelic's Services, including the Product, and containing a quote from a senior executive at Customer. eTelic will provide a draft of and obtain Customer's prior written approval (which will not be unreasonably withheld) of the content of any press releases announcing that Customer is using eTelic's products and services.
- b. **Amendments.** We reserve the right to modify or replace these Terms at any time in our sole discretion. We will indicate at the top of these Terms the date these Terms were last updated. Any changes will be effective upon posting the revised version of these Terms on the Service (or such later effective date as may be indicated at the top of the revised Terms). Therefore, we encourage you to check the date of these Terms whenever you visit http://www.turanto.com/Terms_of_Service.pdf to see if these Terms have been updated. Your continued access or use of any portion of the Service constitutes your acceptance of such changes.
- c. **Notices.** We may send you, in electronic form, information about the Service, additional information, and information the law requires us to provide. We may provide required information to you by email at the address you specified when you signed up for the Service or by access to a website that we identify. Notices emailed to you will be deemed given and received when the email is sent.
- d. **No Waivers.** Any failure by either party to exercise an option or right conferred by this Agreement shall not of itself constitute or be deemed a waiver of such option or right.
- e. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable, the remainder of the Agreement, as applicable, will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render the remainder enforceable.
- f. **Assignment and transfer.** We may assign, transfer, or otherwise dispose our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Service.
- g. **Governing Law.** This Agreement shall be governed by the laws of the State of Virginia, US, excluding conflicts of law provisions. Jurisdiction for any dispute arising hereunder shall be valid exclusively in federal and state courts located in Richmond, VA.
- h. **Force Majeure.** Neither party shall be liable for any failure to perform its obligations under this Agreement because of circumstances beyond the reasonable control of such party, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, war,

global or regional Internet outages, power failures, any acts or omissions of any government or governmental authority, declarations of government, or transportation delays

20. ENTIRE AGREEMENT

The Agreement is the sole understanding and agreement between the parties with respect to its subject matter. There are no other terms, covenants, conditions, warranties or representations between the parties, whether written or unwritten, not set forth herein. This Agreement supersedes any other such prior or contemporaneous oral or written discussions, agreements, understandings or correspondence.

21. QUESTIONS?

If You have questions regarding these Terms of Use or wish to obtain additional information, please contact us via contact@turanto.com

Thank you for reading through these Terms and now, enjoy our Services.