

# **BluEvo Engagement Portal Terms and Conditions**

**BLUEVO, INC.**

## **SERVICE TERMS AND CONDITIONS**

**NOTICE - THESE TERMS AND CONDITIONS APPLIES TO YOUR USE OF THE BLUEVO INC. ENGAGEMENT PORTAL (THE "SERVICE").  
READ THIS BEFORE USING THE SERVICE**

BY CLICKING ON THE "ACCEPT & LOGIN" BUTTON, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS. READ ALL OF THE TERMS AND CONDITIONS PRIOR TO YOUR USE OF THE SERVICE. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE SERVICE.

PLEASE NOTE THAT YOU MAY NOT USE OR MODIFY THE SERVICE EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS.

1. **Service.** Subject to your compliance with these terms and conditions (the "Terms") and the payment of any fees due, BluEvo grants you a worldwide, non-exclusive, non-transferable, non-sublicenseable right to access and use the Service solely for your internal business purposes. BluEvo may make changes to the Service and any other information and materials related thereto at any time and without notice.

2. **User Names and Passwords.** You must have a unique user name and password provided by BluEvo in order to use the Service. You cannot share your user name and password with any other person or company. You are responsible for maintaining the confidentiality of your user name and password, and you agree that BluEvo has no liability with regard to the use of such user name or password by third parties. You agree to notify BluEvo immediately of any unauthorized use of your user name and/or password and any other suspected breach of security regarding the Service.

3. **Limitation on Use.** You shall not, and shall not allow any third party to, (a) share user names and passwords, (b) modify, copy, or otherwise reproduce the Service or any screen shots or content thereof in whole or in part; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the software used in the Service; (d) permit access the Service through Internet links, frames, or content mirrors or attempt to gain unauthorized access to the Service or related systems or networks; (e) modify or create a derivative work of any part of the Service or create a competitive work using the Service; (f) license, sublicense, sell, resell, rent lease, transfer, assign distribute or otherwise commercially exploit the Service or make it available to any third party; (g) interfere or disrupt the Service or the data therein; (h) disclose any confidential or proprietary information of BluEvo to third parties unless compelled by law; or (i) use the Service for any unlawful purpose.

4. **Copyright.** The Service and all programming/database related content and documentation are copyrighted by BluEvo and/or its licensors. You may not copy any part of the Service including, without limitation, any screen shots, or user interface elements. Any and all copies of such items made by you are in violation of these Terms. You may not alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded on or in the Service.

5. **Ownership.** You agree that BluEvo owns all rights, including intellectual property rights, in the Service unless previously agreed otherwise by agreement or contract. All rights not expressly granted to you are reserved.

6. **Termination.** Your right to use the Service shall terminate if (i) you fail to pay any fees due to BluEvo under the License Agreement within thirty (30) days after the date of invoice or (ii) if you fail to comply with these Terms or the terms and conditions of the License

Agreement. Termination of your right to use the Service shall not relieve you of your obligation to pay fees accrued or payable to BluEvo prior to the effective date of termination. BluEvo shall not be liable for any losses or damages whatsoever due to the termination of your access to the Service or for any suspension or discontinuance of your use of the Service.

**7. DISCLAIMER OF WARRANTY.** BLUEVO AND ITS LICENSORS PROVIDE THE SERVICE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE . IN ADDITION, BLUEVO DISCLAIMS ANY WARRANTIES OF RELIABILITY, NONINFRINGEMENT, TITLE OR QUIET ENJOYMENT AND DOES NOT WARRANT THAT THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE. This disclaimer of warranty constitutes an essential part of these Terms.

**8. LIMITATION OF REMEDIES.** IN NO EVENT WILL BLUEVO OR ITS LICENSORS BE LIABLE FOR INDIRECT DAMAGES OR OTHER RELIEF ARISING OUT OF YOUR USE OR INABILITY TO USE THE SERVICE INCLUDING, BY WAY OF ILLUSTRATION AND NOT LIMITATION, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LEGAL FEES, ARISING OUT OF SUCH USE OR INABILITY TO USE THE SERVICE, EVEN IF BLUEVO OR ITS LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO EVENT SHALL BLUEVO'S CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE LICENSE AGREEMENT OR YOUR USE OF THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LICENSE FEES PAID BY YOU TO BLUEVO AS OF THE DATE ON WHICH SUCH CLAIM AROSE.

**9. Applicable Law.** These Terms will be governed by the laws of the State of California, without reference to conflicts of laws principles. The United Nations Convention on Contracts for the Sale of Goods does not apply to these Terms.

**10. Export Controls.** The Service and the underlying information and technology may not be exported or reexported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Service, you are agreeing to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

**11. Miscellaneous.** No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted to best accomplish the objectives of the original provision to the fullest extent of the law, and the remaining provisions of shall remain in effect. You agree to at all times fully comply with all laws and regulations applicable with respect to any use of the Service. Use, reproduction, release, modification or disclosure of the Service, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202.