

Thanks for using our products and services ("Services"). By using our Services, you are agreeing to these terms. Please read them carefully.

These Terms of Service ("Terms") govern your use of ModalLogic IT Systems Cloud applications (the "Services"). By using the Services, you agree to these Terms. As used in these Terms, "you" or "Customer" means the person or organization for which the Services are used and to which the Services are provided. Each and every person using the Services on behalf of the Customer represents that he/she has the authority to do so on the Customer's behalf. These Terms may be modified by ModalLogic IT Systems from time to time, and you should check regularly for any updates. You agree that any modifications to the Terms shall be immediately effective upon posting by ModalLogic IT Systems, and your continued use of the Service shall constitute your acceptance of the modified Terms.

1. **SERVICES.** The Services provide a method for you to operate the Cloud Applications, the ("Applications"), on virtual computer servers ("Servers") provided by ModalLogic IT Systems or ModalLogic IT Systems approved third-party on-demand cloud service providers ("Cloud Providers"), the use of which is managed by ModalLogic IT Systems. You will also have limited access to the virtual server through the Services, enabling you to enter and store data ("Customer Content") in connection with your use of your Applications. Subject to these Terms, ModalLogic IT Systems will use reasonable efforts to make the Services available to you.
2. **COMMERCIAL EDITION.** These Terms shall apply to your use of "Commercial Edition" of the Services (for which ModalLogic IT Systems charges you a fee), as set forth on the order form submitted by you online and accepted by ModalLogic IT Systems or a third party designated by ModalLogic IT Systems ("Order Form").
3. **YOUR USE OF THE SERVICES.**
 1. **USERID.** You will be assigned a unique user identification name and password ("UserID") in connection with your access to and use of the Services. You will be responsible for any use of your UserID by any individual (each, a "User") to access the Services, including, without limitation, all activities on any Servers or in any of the Applications you have access too on such Servers. ModalLogic IT Systems reserves the right to terminate any UserID that ModalLogic IT Systems reasonably determines may have been used by an unauthorized third party or improperly. You agree to immediately notify ModalLogic IT Systems of any unauthorized use of your UserID or account or any other breach of security. You also agree to log out from your account at the end of each session.
 2. **Registration.** You agree to: (i) provide and maintain true, accurate, current, and complete information about yourself ("Registration Data") when you register for the Services; (ii) update the Registration Data to keep it true, accurate, current and complete; and (iii) only open up an account for the Customer and not for any other party. If you provide any information that is untrue, inaccurate, not current or incomplete, or ModalLogic IT Systems has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ModalLogic IT Systems has the right to suspend or terminate your account and to refuse to provide you any and all current or future use of the Services (or any portion thereof).
 3. **Applications.** You will be solely responsible for paying for and obtaining the license to use Applications using ModalLogic IT Systems Prepaid Cloud Plan, and for compliance with the terms of each Application license policy.
 4. **Application Trials.** The Services include the ability to install Applications on a temporary basis for trial purposes. YOU ACKNOWLEDGE THAT THESE SERVERS AND APPLICATIONS ARE INTENDED TO BE TEMPORARY INSTALLATIONS AND THAT ModalLogic IT Systems MAY DELETE APPLICATIONS AND SHUT DOWN SERVERS AT ANY TIME.
 5. **Your Use.** You will: (i) be responsible for any necessary hardware, software and connectivity required to access the World Wide Web and use the Services from your end, including

without limitation, any fees associated with establishing and maintaining such access; (ii) be responsible for Users' compliance with these Terms, (iii) be solely responsible for the accuracy, quality, integrity and legality in all applicable jurisdictions of any Customer Content, the means by which you acquired Customer Content, and the right to enter and store Customer Content in connection with the Services, (iv) prevent unauthorized access to or use of the Services, and (v) use the Services only in accordance with the online materials furnished by ModalLogic IT Systems that describe the features, functionality or operation of the Services (the "**Documentation**") and in a manner consistent with all applicable laws and regulations.

6. **Restrictions.** You will not (a) make the Services available to any third party, (b) sell, resell, rent or lease the Services, (c) enter or load any data that is subject to laws, regulations, or certifications beyond a standard of reasonable care into an Application or onto a Server, nor allow any third party to do so, (d) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, (e) use the Services to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Services or their related systems or networks, or (g) use an Application, the Services, or a Server to deliver bulk communications of any kind, including without limitation solicitations via electronic mail, on-line social networks, or text messages.

4. POLICIES AND SECURITY.

1. **Acceptable Use and Privacy.** You acknowledge and agree that the Services are subject to certain acceptable use and privacy policies set forth by the Cloud Providers for their Servers, as well as any similar policies issued by ModalLogic IT Systems from time to time (the "**Policies**"). You will defend, indemnify, and hold harmless ModalLogic IT Systems from and against any and all damages relating to or arising out of any User's breach of any of the Policies.
2. **Backup.** ModalLogic IT Systems may automatically back up and shut down Applications and Servers at various times, including without limitation, when you log out of the Service, if you do not respond to a prompt after a certain period of time, or if you explicitly request, or if ModalLogic IT Systems detects that your Application or Server is malfunctioning. The data and software backed up during this process (a "**Backup**") can be restored, but such restoration is not guaranteed to reproduce the exact state of the Application or Server at the time the Backup was created.
3. **Feedback.** You agree that ModalLogic IT Systems will have the unrestricted right to use any feedback and related information you provide regarding the Services, including without limitation, any flaws, error, bugs, anomalies, problems with and/or suggestions for the Services (the "**Feedback**").
4. **Modification/Discontinuation.** ModalLogic IT Systems reserves the right to modify or discontinue the features, functionality and other attributes of the Services at any time in its sole discretion. You acknowledge and agree that ModalLogic IT Systems will not be liable to you in connection with its modification or discontinuation of the Services.
5. **Security.** ModalLogic IT Systems will use industry standard efforts to maintain the confidentiality of your Registration Data. Although ModalLogic IT Systems will implement and follow measures to protect against unauthorized, you acknowledge and agree that ModalLogic IT Systems cannot fully eliminate security risks and cannot guarantee that unauthorized access to your information will never occur. You acknowledge and agree that ModalLogic IT Systems may disclose information about you or your use of the Service, including without limitation, Servers and Applications, if compelled by law to do so, or if such action is deemed by ModalLogic IT Systems reasonably necessary to (a) comply with any

applicable laws rules or regulations, (b) comply with any legal process, (c) enforce these Terms, (d) respond to claims that such information violates a third party's rights, or (d) protect the interests of ModalLogic IT Systems or others.

5. **FEES, PAYMENT AND SUSPENSION OF SERVICES.** As consideration for ModalLogic IT Systems provision of the Commercial Edition of the Services under these Terms, you will pay ModalLogic IT Systems the fees ("**Fees**") set forth in and in accordance with your Order Form. To do so, you will provide the payment card and related billing and payment information requested by ModalLogic IT Systems, and you agree that any such information you provide to ModalLogic IT Systems may be shared by ModalLogic IT Systems with payment processors and/or credit agencies, solely for the purposes of checking credit and effecting payment to ModalLogic IT Systems for the Services. ModalLogic IT Systems shall not be liable for any use or disclosure of such information by such third parties. All Fees owed by the Customer in connection with these Terms are exclusive of, and the Customer shall pay, all sales, use, excise and other taxes that may be levied upon the Customer in connection with the Services, except for taxes based on ModalLogic IT Systems net income. ModalLogic IT Systems reserves the right (in addition to any other rights or remedies ModalLogic IT Systems may have) to discontinue the Services and suspend all UserID's and the Customer's access to the Services if any Fees owed are more than two (2) business days overdue until such amounts are paid in full.
6. **INTELLECTUAL PROPERTY RIGHTS.**
 1. **Services and Technology.** You acknowledge that ModalLogic IT Systems retains all right, title and interest in and to the Services, as well as to all proprietary software, materials, formats, interfaces, information, data and content used by ModalLogic IT Systems or provided to you in connection with the Services (the "**Cloud Technology**"), and that the Cloud Technology is protected by intellectual property rights owned by or licensed to ModalLogic IT Systems. Other than as expressly set forth in these Terms, no license or other rights in the Services are granted to you and all such rights are hereby expressly reserved by ModalLogic IT Systems.
 2. **Customer Content and Applications.** The Customer retains all right, title and interest in and to the Customer Content. ModalLogic IT Systems will only use Customer Content to provide the Services under these Terms. You will be solely responsible for providing, and obtaining the rights to provide, all Customer Content required for the proper operation of the Services. You grant to ModalLogic IT Systems a non-exclusive, fully-paid and royalty free license to store and use the Customer Content and any Application as necessary for ModalLogic IT Systems to provide the Services.
 3. **Anonymous and Aggregated Data.** Notwithstanding anything else to the contrary in these Terms, ModalLogic IT Systems may aggregate and de-identify the information provided by you including, without limitation, information and data on how the Services are used by customers. ModalLogic IT Systems reserves the right to disclose to and share such information and data with third parties in an anonymous and aggregate form at its discretion.
7. **TERM AND TERMINATION.**
 1. **Term; Termination.** These Terms shall for as long as you use the Services. You may terminate at any time by cancelling your account online, provided, however, any such termination shall not relieve you of any payment obligations to ModalLogic IT Systems in connection with your use of the Services or entitle you to a refund of any prepaid Fees. If either party breaches any term hereof, the non-breaching party may immediately terminate upon written notice to the other. ModalLogic IT Systems may terminate the Services at any time for any reason, including without limitation, if ModalLogic IT Systems believes that (a) you have violated these Terms, (b) you have violated the rights of ModalLogic IT Systems or any third party, or (c) you have violated the applicable license for any Application or terms of service of any Cloud Provider.

2. **Effects of Termination.** Upon termination, the rights granted hereunder shall terminate effective immediately you shall promptly discontinue use of the Services. The rights and duties of the parties under **Sections 4.3, 5, 6, 7, 8, 9, 10** and **11** will survive the termination or expiration of these Terms. ModalLogic IT Systems shall have no liability to you as a result of its termination of the Services.
8. **DISCLAIMER.** ModalLogic IT Systems MAKES NO WARRANTY CONCERNING THE SERVICES, AND ALL DATA, MATERIALS, AND DOCUMENTATION PROVIDED IN CONNECTION WITH THESE TERMS ARE PROVIDED "AS IS" AND "AS AVAILABLE". ModalLogic IT Systems DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. ModalLogic IT Systems DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, COMPLETELY SECURE, OR VIRUS-FREE. FURTHER, YOU ACKNOWLEDGE THAT ModalLogic IT Systems SHALL NOT BE RESPONSIBLE FOR AND DOES NOT CONTROL THE CLOUD PROVIDER SERVERS. YOU UNDERSTAND THAT ALL DATA, INFORMATION OR OTHER MATERIAL PLACED ON SERVERS BY YOU ARE YOUR SOLE RESPONSIBILITY. ModalLogic IT Systems IS NOT RESPONSIBLE FOR ANY LOSS OF DATA OR HARM DONE TO YOUR COMPUTER, SYSTEMS OR OTHER EQUIPMENT ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES. YOU UNDERSTAND AND AGREE THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND DISCRETION.
9. **INDEMNITY.** The Customer will indemnify, defend and/or settle, and pay damages of any kind (including without limitation attorneys' fees) arising from or related to any third party claim brought against ModalLogic IT Systems arising out of or related to your use of the Services, the Customer Content or an Application, your violation of any law, or infringement upon or misappropriation of any intellectual property right, publicity or privacy rights, or any other third party's rights, or your breach of these Terms.
10. **LIMITATION OF LIABILITY.** ModalLogic IT Systems WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES (UNDER ANY LEGAL THEORY INCLUDING CLAIMS IN CONTRACT OR TORT), INCLUDING, BUT NOT LIMITED TO, INTERRUPTED COMMUNICATIONS, LOST DATA OR LOST PROFITS, EVEN IF ModalLogic IT Systems HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

11. GENERAL PROVISIONS

1. **Assignment.** Neither party may assign any rights or obligations arising under these Terms, whether by operation or law or otherwise, without the prior written consent of the other, except that ModalLogic IT Systems may assign these Terms without your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. These Terms shall inure to the benefit of and shall be binding on the permitted successors and assignees of the parties. Any attempted transfer of assignment hereof in violation of this Section 11.2 is null and void.
2. **Governing Law and Venue.** These Terms will be governed by and construed in accordance with the laws of the State of Maharashtra, INDIA without giving effect to principles of conflict of laws that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. Any action or proceeding arising from or relating to these Terms must be brought in any court in Pune, Maharashtra INDIA, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. If a dispute arising under these Terms results in litigation, the non-prevailing party shall pay the court costs and reasonable attorneys' fees of the prevailing party.

3. **Miscellaneous.** Any notice or other communication required or permitted under these Terms and intended to have legal effect must be given in writing to the other party at the address set forth above (each party may change its address from time to time upon written notice to the other party of the new address). Notices will be deemed to have been given upon receipt (or when delivery is refused) and may be (a) delivered personally, (b) sent via certified mail (return receipt requested) (c) sent via cable, telegram, telex, telecopy, fax (all with confirmation of receipt), (d) sent by recognized air courier service, or (e) posted online by ModalLogic IT Systems, (e) sent via electronic mail. These Terms referenced herein, constitute the entire understanding and agreement of the parties, and supersedes any and all previous and contemporaneous understandings, agreements, proposals or representations, written or oral, between the parties, as to the subject matter hereof. Only a writing signed by both parties may modify it. In the event that any provision of these Terms is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of these Terms will remain in full force and effect. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. All waivers must be in writing. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. The parties to these Terms are independent contractors, and no agency, partnership, franchise, joint venture or employee-employer relationship is intended or created by these Terms. These Terms may be executed in counterparts, which taken together shall form one legal instrument. You agree not to export, reexport, or transfer, directly or indirectly, any technical data acquired from ModalLogic IT Systems, or any products utilizing such data, in violation of the INDIA export laws or regulations.
4. **Contact Information.** Please direct any questions or comments to: info [at] modallogicsys [dot] com.