

CumuLogic Cloud Services 2.0 (beta) on HP Cloud - Terms of Service

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Acceptance of Terms

CumuLogic, Inc (referred to here as "CumuLogic") provides its Service (as defined below) to You through its web site located at www.Cumulogic.com (the "Site"), subject to this Terms of Service agreement ("TOS"). By accepting this TOS or by accessing or using the Service or Site, You acknowledge that you have read, understood, and agree to be bound by this TOS. If You are entering into this TOS on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these TOS, in which case the terms "You" or "Your" shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these TOS, You must not accept these TOS and may not use the Service.

CumuLogic may change this TOS from time to time without prior notice. You can review the most current version of this TOS at any time at <http://www.CumuLogic.com>. The revised terms and conditions will become effective upon posting and if You use the Service after that date, we will treat Your use as acceptance of the revised terms and conditions. If any change to this TOS is not acceptable to You, Your only remedy is to stop accessing and using the Service.

Description of Service

The "Service" includes (a) the Site, and all the services made available via the Site, in particular the on-demand Platform-as-a-Service (referred to here as "PaaS") system, the Support, User Forums and Knowledge Base systems, and (b) all software, data, text, images, sounds, video, and content made available through the Site or Services, collectively referred to as the "Content." Any new features added to or augmenting the Service are also subject to this TOS.

General Conditions / Access and Use of the Service

Subject to the terms and conditions of this TOS, You may access and use the Service only for Your internal business purposes as contemplated herein. You shall not (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as expressly permitted by this TOS; (b) use the Service to process data on behalf of any third party, or (c) use the Service in any unlawful manner or in any manner that interferes with or disrupts the integrity or performance of the Service and its components.

Subject only to the limited right to access and use the Service expressly granted to You under this TOS, all rights, title and interest in and to the Service and its components will remain with and belong exclusively to CumuLogic. You shall not modify, adapt or hack the Service to falsely imply any sponsorship or association with CumuLogic, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks.

You are responsible for all information, data, text, messages or other materials that You post or otherwise transmit via the Service. You are responsible for maintaining the confidentiality of Your

login and account and are fully responsible for any and all activities that occur under Your login or account. You agree and acknowledge that Your login may only be used by one (1) person - a single login shared by multiple people is not permitted. You may create separate logins for as many people as You choose subject to payment of the monthly subscription fee per login.

CumuLogic reserves the right to access any or all of Your accounts in order to respond to Your requests for technical support and to verify that only one person is utilizing each login. We shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your data. We will not disclose Your data except if compelled by law or if permitted by You. **You expressly agree that CumuLogic may share Your contact information with HP as a participant in the Trial.**

You understand that the technical processing and transmission of the Service, including Your content, may be transferred unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to CumuLogic's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service. CumuLogic will use reasonable efforts to publish on the site or notify You of any planned downtime of the Service.

You are responsible for obtaining the necessary subscription to the HP cloud services underlying the Service.

The failure of CumuLogic to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between You and CumuLogic, even though it is electronic and is not physically signed by You and CumuLogic, and it governs Your use of the Service and takes the place of any prior agreements between You and CumuLogic.

Trademarks

CUMULOGIC™ and CumuLogic's various logos used or displayed on the Service are trademarks of CumuLogic and you may only use these trademarks or logos for promotional purposes to identify yourself as a customer or user of the CumuLogic products and services, provided You do not attempt to claim ownership of the marks by incorporating any of them within Your names or offerings.

Payment and Refunds

Trial and Payments. The PaaS service is composed of a set of general services made available on a monthly subscription basis at the fee specified in Exhibit A hereto. Payment is due at the beginning of each month of subscription. CumuLogic reserves the right to change the subscription fee at the end of Your initial twelve (12) months and at the end of each twelve (12) months thereafter.

You may choose to first subscribe to our special trial plan (the "Trial") free of charge for Ninety (90) days before incurring monthly subscription fees. At the end of the Trial, You will be redirected to HPCS where You will be able to confirm that You accept to be charged for monthly subscriptions thereafter. CumuLogic's fees will be included in you subscription charges from HPCS.

Cancellation and Termination

You are responsible for properly canceling Your account by sending a request to info@CumuLogic.com. We will then contact Your account administrator and require a confirmation by replying to our email. There are no other means of canceling Your account. You will lose access to all

of Your content upon cancellation and we will delete it in our normal course of business operations. This information cannot be recovered once your account is cancelled. If You cancel the Service before the end of Your current paid-up subscription period, your cancellation will take effect immediately and You will not be charged again.

CumuLogic reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account and use of the Service and remove and discard any of Your content in the Service, if CumuLogic believes that You have violated these TOS. CumuLogic will use all reasonable efforts to contact You directly via email to warn You prior to suspension or termination of Your account. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of Your use of Service, may be referred to appropriate law enforcement authorities. CumuLogic shall not be liable to You or any third party for any modification, suspension or discontinuation of the Service.

DISCLAIMER OF WARRANTIES

THE SERVICE, INCLUDING THE SITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW AND CUMULOGIC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT CUMULOGIC DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM CUMULOGIC OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL CUMULOGIC BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA OR BUSINESS INTERRUPTION. IN ADDITION, CUMULOGIC SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE MONTHLY SERVICE FEE PAID OR PAYABLE BY YOU FOR THE ONE MONTH PRECEDING THE TIME OF ANY CLAIM FOR MONETARY DAMAGES OR ONE HUNDRED (\$100) U.S. DOLLARS, WHICH EVER IS MORE. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

Some U.S. states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE STATES, CUMULOGIC'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Assignment

CumuLogic may assign or transfer this TOS, in whole or in part, without restriction.

Export Compliance

You are responsible for complying with any applicable laws, rules, or regulations governing the export of the Service or any of its components.

Governing Law

These TOS shall be governed by the laws of the State of California without regard to the principles of conflicts of law. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of California for the purpose of resolving any dispute relating to Your access to or use of the Service.

Exhibit A
Subscription Fees and Support Coverage

Fees.	\$100.00/user/month
Includes access to all CumuLogic Cloud Services	
Support Coverage-	no additional charge
Email support, response within 48 hours, Monday through Friday excluding holidays.	