Tulio LLC Software and Services Terms and Conditions ("Terms and Conditions")

1. **LICENSE AND RIGHT TO ACCESS**. This Software and Services are the property of Tulio LLC or its licensors, and are protected by law, including applicable copyright law. Although Tulio LLC or its licensors continue to own the Software and Services, after Customer's acceptance of the Agreement, Customer has license rights to the Software and access rights to the Services during the Term all as set forth in the Agreement. Conditioned upon compliance with the terms and conditions of the Agreement, Tulio LLC grants to Customer a nonexclusive and nontransferable license to download, install and/or use the Software for which Customer has paid the required fees consistent with the Documentation.

2. **ACQUISITION MODELS**. As set forth in the Documentation, Tulio LLC offers Subscription acquisition model. Under this model, the Customer has the right to access the applicable Software or Service subject to the terms and conditions of the Agreement, only for the Term.

3. **RESTRICTIONS**. Customer agrees to the following restrictions:

3.1 General Restrictions. You acknowledge that the Software and Services contain trade secrets of Tulio LLC or its suppliers or licensors. You agree not to disclose, provide, or otherwise make available trade secrets contained within the Software and Services in any form to any third party and you further agree to implement reasonable security measures to protect such trade secrets. You agree not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of the Software or Services. Unless expressly set forth in the Agreement, you may not use, copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver, or otherwise transfer, directly or indirectly, the Software (in whole or in part) or any rights in the Services. You may not remove from the Software or Services, or alter or add, any Marks or copyright notices or other proprietary rights markings. You shall not (A) create Internet "links" to the Software or Service or "frame" or "mirror" any Software or Service on any other machine; or (B) reverse engineer or access the Service or Software in order to (1) build a competitive product or service, (2) build a product using similar ideas, features, functions or graphics of the Software or Service, or (3) copy any ideas, features, functions or graphics of the Software or Service. IF YOU ARE NOT AN EMPLOYEE, INDEPENDENT CONTRACTOR, OR INVITEE OF A CUSTOMER, YOU ARE NOT AUTHORIZED TO INSTALL OR OTHERWISE USE THE SOFTWARE OR SERVICES.

3.2 Proprietary Rights. You acknowledge that: (a) Tulio LLC is the exclusive owner of all trade names, trademarks, service marks, inventions, copyrights, trade secrets, patents, know-how and other proprietary rights relating to the Software and Services; and (b) Tulio LLC may collect the Usage Data, is the exclusive owner of the Usage Data and may sell, publish or otherwise use the Usage Data for any purpose at its sole discretion.

4. **CHARGES AND PAYMENT**. Customer agrees to pay Tulio LLC when due the applicable amounts in accordance with the Documentation. Customer agrees to be responsible for paying for all fees for the entire term, regardless of whether such Software or Services are actively used. You agree to cause those who access or use the Software and Services by or through you or your accounts to comply with the terms and conditions of the Agreement and, except where caused by Tulio LLC's gross negligence, to be responsible for payment for all such activity regardless of whether authorized by Customer or not. Except as otherwise set forth in the Agreement, all payment obligations are non-cancelable and all amounts paid are nonrefundable. This Section 4 and all of its subsections apply in all situations in which you directly pay Tulio LLC. If you pay a company other than Tulio LLC, then the charges and billing terms may be stated by the other company to the extent different then set forth herein. Customer is responsible for all incidental charges related to using the Software or Services including, for example, charges for Internet access, third party software licenses mobile text messaging, or other data transmission. All pricing terms are Confidential Information of Tulio LLC.

4.1 Late Payments. Except to the extent prohibited by law, we may assess a late charge if you do not pay on time. You must pay these late charges when we bill you for them. The late charge will be the lesser of 1.5% of the unpaid amount each month or the maximum rate that is permitted by law. We may use a third party to collect any amounts. You must pay for all reasonable costs we incur to collect any past due amounts which costs may include Reasonable attorneys' fees and other legal fees and costs. Any Tulio LLC Entity may suspend, cancel or otherwise terminate your rights in whole or in part with respect to all Software or Services if you fail to pay in full on time for any Software or Service purchased from any Tulio LLC Entity, including any failure to make an Installment or Subscription payment.

4.2 Upfront Pricing. If, pursuant to the Documentation, Customer is paying “Upfront” for Software or Service, no refunds, opt outs or conversion are available and Customer agrees to pay all applicable fees for the item in full or the Term in full once an Order Form is accepted by Tulio LLC.

4.3 Installment and Subscription Pricing. If, pursuant to the Documentation, Customer is paying installments (“Installments”) under an installment schedule (“Installment Schedule”) or on a Subscription basis, except as required by law or as otherwise set forth in the Agreement, no refunds, opt outs or conversion are available and once an Order Form is accepted by Tulio LLC, Customer agrees to pay all applicable deposits, fees and Installments for the full Installment Schedule or all Subscription fees for the full Subscription Term in accordance with the Order Form.

4.4 Opt Out, Flexible Cancellation and Conversion Pricing. If, pursuant to the Documentation, Customer is paying under an Installment Schedule, Tulio LLC may offer opt-out or flexible cancellation and conversion rights, and except as required by law or as otherwise set forth in the Agreement, no refunds are available and once an Order Form is accepted by Tulio LLC, Customer agrees to pay all applicable deposits in full and all Installment payments until such time as Customer opts out or cancels in accordance with the Documentation by providing written notice to support@tulio.io. The Customer must opt out or cancel with respect to all Software or Services for which opt out or cancelation is available and must pay any applicable conversion fees. Opt out and flexible cancellation with conversion pricing is only available for certain Software where specifically authorized in the applicable Documentation and confirmed on the Order Form.

4.5 Subscription Pricing and Changes. With respect to Software or Services on a Subscription basis, Customer agrees that Tulio LLC may from time to time either increase or decrease the fee(s) for all or any portion thereof, and that any such adjustment, when made by Tulio LLC, shall apply effective at the expiration of the current Term to the applicable fees that Customer must pay. Customer’s sole remedy in such a case, if it does not wish to pay the adjusted fees, is to elect to terminate the Software or Service at the expiration of the current Term. Any one time, ongoing or related account or other fees are nonrefundable and nontransferable even if prices for related Software or Services are changed. If Customer adds Subscription Software or Services in the middle of a billing month, Customer may be charged in full for that billing month.

4.6 Payment method; Credit Card Authorization. If paying by credit card, you must provide Tulio LLC with an approved valid credit card or other electronic or standard purchase order and payment processing information. Until all amounts due have been paid in full, you hereby authorize Tulio LLC to charge any credit card provided by you to Tulio LLC, all amounts due under the Agreement from time to time, including without limitation, ongoing Subscription and Installment and other payments, taxes, and additional fees. You agree to update your payment information to keep it current at all times and agree that Tulio LLC may submit charges for processing even if the payment information appears to have expired. All prices are given and must be paid in the currency listed.

4.7 Taxes. Tulio LLC’s fees are exclusive of all taxes, fees, levies, duties or similar charges arising out of or relating to the Agreement, and you shall be responsible for payment of all such taxes, fees, levies, duties or similar fees, excluding only taxes based solely on Tulio LLC's income.

4.8 Conversion of Trial Period Offers. Unless we notify you otherwise, if you are participating in any trial period offer, you must cancel the service by the end of the trial period or you hereby authorize us to charge your payment method for the Software or Service at standard rates.

4.9 Invoices Errors. We may only provide you with a single invoice and we may provide it via electronic means including via an online billing statement. This may be the only billing statement that we provide. If you request a paper copy, we may charge you a retrieval fee. If we make an error on your invoice, we will correct it promptly after you tell us and we investigate the charge. YOU MUST TELL US WITHIN NINETY (90) DAYS AFTER AN ERROR FIRST APPEARS ON YOUR INVOICE (WHETHER IN YOUR ONLINE BILLING STATEMENT OR IF SENT TO YOU). YOU RELEASE US FROM ALL LIABILITY AND CLAIMS OF LOSS RESULTING FROM ANY ERROR THAT YOU DO NOT REPORT TO US WITHIN (90) DAYS AFTER THE ERROR FIRST APPEARS ON YOUR INVOICE (WHETHER IN YOUR ONLINE BILLING STATEMENT OR IF SENT TO YOU). If you do not tell us within this time, we will not be required to correct the error. We can correct billing errors at any time. Sale and Risk of Loss. With respect to all Software and Services, the parties acknowledge and agree that the sale, passage of beneficial ownership to Customer, passage of risk of loss to Customer and all negotiations, consummation of the Agreement, and payments occur where Tulio LLC is located.