

Turbo Systems Master Agreement

This Platform as a Service (PaaS) Master Agreement (the “**Agreement**”) is an agreement by and between Turbo Systems, Inc., with its principal office located at 4900 Hopyard Rd Suite 225, Pleasanton, CA 94550 (“**Turbo**”), and the individual or company you designated when registering for the Services (“**Customer**”) (collectively, the “**Parties**”). You represent to us that you are lawfully able to enter into contracts and that you have legal authority to bind Customer to this Agreement. This Agreement is effective between Customer and Turbo as of the date you indicate acceptance of this Agreement by clicking on the I agree checkbox and Proceed button or by accessing or using the Services, whichever comes first (the “**Effective Date**”). If you do not accept and agree to the following terms and conditions, you must not access or use the Services.

Turbo has developed a high productivity platform (the “**Platform**”) that enables citizen developers to design, deploy and manage highly sophisticated business-centric applications (“**Applications**”) for use in connection with certain system(s) of record (the “**System of Record**”) (collectively, the “**Services**”). The System(s) of Record and features of the Platform are designated by you initially when registering for the Services and can be accessed by email or writing to support@turbosystems.com. PLEASE NOTE THAT THE SERVICES WILL CONTINUE AT THE END OF EACH SUBSCRIPTION PERIOD IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 6.1.

1. Limited License. Subject to the terms and conditions of this Agreement, Turbo grants Customer a non-exclusive, non-transferable, revocable license during the term of this Agreement to access and use the Platform and associated documentation (“**Documentation**”), solely in connection with Customer’s internal business purposes and in accordance with the limitations set forth in when registering for the Services . Customer will not, and will not permit others to, (i) reproduce the Platform and Documentation, except as provided in this section; (ii) use the Platform for any purpose or in any manner other than as expressly provided in this Agreement; (iii) modify, translate, or create derivative works of, or decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code form or structure of, the Platform, except as expressly permitted by applicable law; (iv) assign, sell, rent, lease, sublicense, distribute, grant a security interest in, or otherwise transfer the Platform or Customer’s limited right to access the Platform; (v) remove, alter, or obscure any proprietary notices or labels on or in the Platform and Documentation; (vi) publish any performance or benchmark tests or analysis relating to the Platform; or (vii) use the Platform to create a product or service that competes with the Platform.

2. Platform

2.1 Users. This Agreement and all its terms applicable to Customer extend to any individual authorized by Customer to use the Platform ("**Users**"). The initial number of Users Customer intends to access the Platform is set forth when registering for the Services. Each User authorized to use the Platform through the Customer's account will create a User ID. Customer is responsible for providing each User with credentials to access the Platform and ensuring that all Users comply with the Agreement. Customer and its Users must keep their credentials secure, and immediately inform Turbo of any suspected unauthorized use of the Platform.

2.2 Feedback. Customer may from time to time deliver feedback regarding the Platform, including without limitation, any flaws, error, bugs, anomalies, problems with and/or suggestions for the Platform (the "**Feedback**"). Customer hereby assigns to Turbo all rights in the Feedback and agrees that Turbo will have the right to use the Feedback and related information in any manner it deems appropriate.

2.3 Support Services. Subject to the terms and conditions of this Agreement, Turbo will exercise commercially reasonable efforts to (a) provide support for the use of the Platform to Customer, and (b) keep the Platform operational and available to Customer, in each case in accordance with its standard policies and procedures. For the avoidance of doubt, such support services do not include support for Third-Party Services (as defined below).

2.4 Ownership. This Agreement is non-exclusive, and Turbo reserves all rights to the Platform not expressly granted to Customer under this Agreement. All right, title and interest, including all intellectual property rights, in and to the Platform, Documentation, Feedback, and Turbo Confidential Information (including any and all copies of any of the foregoing) shall be owned and retained by Turbo or its suppliers. Any rights not expressly granted by Turbo in the Agreement are reserved. Customer acknowledges that it acquires no ownership interest in the Platform.

3. Customer Content and Responsibilities; Third Party Services

3.1 License; Ownership. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of any content and information provided or submitted by, or on behalf of, Customer and its Users for use with the Platform, including any "Action Flows" created by Customer on the Platform ("**Customer Content**"). Customer will obtain all third party licenses, consents and permissions needed for Turbo to access and use the Customer

Content to provide the Services. Customer grants Turbo a non-exclusive, worldwide, royalty-free and fully paid license during the Term to (a) use the Customer Content as necessary for purposes of providing the Services, improving the Platform and developing the Applications, (b) use the Customer trademarks, service marks, and logos as required to provide the Services, and (c) use the Customer Content to: (i) improve the Platform and Turbo's related products and services; (ii) provide analytics and benchmarking services; and (iii) generate and disclose statistics regarding use of the Platform; provided, however, that no Customer-only statistics will be disclosed to third parties without Customer's consent. The Customer Content, and all worldwide intellectual property rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to Turbo in this Agreement are reserved by Customer.

3.2 Customer Warranty. Customer represents and warrants that the Customer Content will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Turbo's system or data; and (e) otherwise violate the rights of a third party. Turbo is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense.

3.3 Customer Responsibility for Data and Security. Customer and its Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other access protocols required in order to access the Platform. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Turbo has no responsibility or liability for the deletion or accuracy of any Customer Content; the failure to store, transmit or receive transmission of Customer Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Platform.

3.4 Cloud Services. Turbo may store the Customer Content on a hosted platform, pursuant to Turbo's agreement with the hosting provider, during which time it will be maintained in accordance with such hosting provider's cloud platform terms.

3.5 Third-Party Services. The Platform contains links and integrations to the System(s) of Record, and may contain links and integrations to other third-party websites, applications, services and application programming interfaces (collectively, "**Third-Party Services**"), which are subject to the terms and

conditions (including privacy policies) of each such Third-Party Service. Such Third-Party Services are not under the control of Turbo, and Turbo is not responsible for any Third-Party Services. Turbo does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or their products or services. Customer's use of the Third-Party Services is at its own risk. Customer should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services, and should make whatever investigation it feels necessary or appropriate before proceeding with any transaction with any third party. To the extent an Application or Platform integrates with a Third Party Service, Customer is solely responsible for Customer and its Users obtaining the required licenses to such Third Party Service, including, without limitation, the System(s) of Record.

4. Marketing. Turbo reserves the right to reference the Customer as a user of the Platform, including but not limited to in its public marketing and sales materials via video, blogs, webinar, website and social media content and press releases.

5. Confidentiality. “**Confidential Information**” of a Party means information regarding such Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that is in tangible form and marked as “confidential” or “proprietary” or, if disclosed orally, is identified as confidential at the time of disclosure and confirmed through a written summary of such Confidential Information to the Receiving Party within thirty (30) days after such oral disclosure. Notwithstanding the foregoing, the Confidential Information of Turbo includes (a) the Platform, Documentation, the Feedback, and information regarding any of the foregoing developed during the term of this Agreement; (b) all quantitative and qualitative information related to the operational characteristics, performance, success or failure rates, benchmark tests, comparative analysis, and suitability of the Platform; (c) the development, development schedule, design, and architecture of the Platform and App; and (d) the terms of this Agreement. Each Party (a “**Receiving Party**”) will not disclose any of the Confidential Information of the other Party (a “**Disclosing Party**”) to any third parties unless otherwise expressly provided in this section and will use the Disclosing Party's Confidential Information solely to the extent necessary to fulfill its obligations under this Agreement. The Receiving Party agrees to limit access to the Disclosing Party's Confidential Information to those employees, agents, and representatives who are necessary for the Receiving Party to perform its obligations under this Agreement. All such employees, agents, and representatives must have a written confidentiality agreement with the Receiving Party that is no less restrictive than the terms contained herein. The Receiving Party's obligations will not apply to Confidential Information (v) that is in the

public domain through no fault of the Receiving Party; (w) to the extent it is required to be disclosed by law (provided that the Disclosing Party has been given a reasonable opportunity to challenge the requirement to disclose the information); (x) that was known generally in the industry before or after its disclosure to the Receiving Party or its development under the Agreement, through no fault of the Receiving Party; (y) that was developed independently by the Receiving Party through no use of or reference to any of the Disclosing Party's Confidential Information; (z) that was in the Receiving Party's possession prior to its initial disclosure or development by the Disclosing Party under the Agreement. The Parties acknowledge that any breach of the confidentiality or security provisions of this Agreement will constitute immediate, irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that such relief may be granted without the requirement of posting any bond therefor.

6. Fees and Expenses; Payments

6.1 Fees. In consideration for the access rights granted to Customer and the Services performed by Turbo under this Agreement, Customer will pay to Turbo the platform fee set forth when registering for the Services ("**Platform Fee**"). Customer may access additional features and/or add additional Users at any time, for which it will pay to Turbo the amounts set forth on Turbo's then-current price list posted on its website (such fees, "**Additional Fees**," and together with the Platform Fees, the "**Fees**"). Platform Fees are billed at the beginning of the applicable subscription period and Additional Fees are billed monthly in arrears. All Fees are due and payable within thirty (30) days of the date of the invoice. Turbo reserves the right (in addition to any other rights or remedies Turbo may have) to discontinue the Platform and suspend all Users' and Customer's access to the Platform if any Fees are more than thirty (30) days overdue until such amounts are paid in full. Customer will maintain complete, accurate and up-to-date Customer billing and contact information at all times. Customer acknowledges and agrees that its subscriptions will automatically renew on an annual basis (based on the feature set Customer is accessing and the number of Users in the month immediately preceding the renewal) unless either Party provides notice to the other Party of its intention not to renew at least thirty (30) days prior to the end of the then-current subscription period. Turbo reserves the right to increase the Fees payable hereunder upon written notice to Customer at least sixty (60) days prior to the subsequent subscription period. If the Fees are not calculated on a per User basis, and Customer undergoes a change of control, whether by merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, the Parties will negotiate in good faith to adjust to the Fees. If the Parties

cannot reach an agreement in thirty (30) days following the initiation of such negotiation, Turbo may terminate the Agreement upon written notice.

6.2 Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Turbo's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Services, or the license of the Platform to Customer. Customer will make all payments of Fees to Turbo free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to Turbo will be Customer's sole responsibility, and Customer will provide Turbo with official receipts issued by the appropriate taxing authority, or such other evidence as the Turbo may reasonably request, to establish that such taxes have been paid.

6.3 Interest. Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

7. Indemnification

7.1 By Turbo. Turbo will defend at its expense any suit brought against Customer, and will pay any settlement Turbo makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Platform infringes such third party's patents, copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. If any portion of the Platform becomes, or in Turbo's opinion is likely to become, the subject of a claim of infringement, Turbo may, at Turbo's option: (a) procure for Customer the right to continue using the Platform; (b) replace the Platform with non-infringing software or services which do not materially impair the functionality of the Platform; (c) modify the Platform so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Platform and Documentation. Notwithstanding the foregoing, Turbo will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (i) any use of the Platform not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Platform in combination with other products, equipment, software or data not supplied by Turbo; or (iii) any modification of the Platform by any person other than Turbo or its authorized agents (collectively, the "**Exclusions**" and each, an "**Exclusion**"). This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of

Turbo, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

7.2 By Customer. Customer will defend at its expense any suit brought against Turbo, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to (a) an Exclusion, or (b) Customer's breach or alleged breach of Sections 5.2. This Section 10.2 states the sole and exclusive remedy of Turbo and the entire liability of Customer, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for the claims and actions described herein.

7.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

8. Term and Termination

8.1 Term. This Agreement will begin on the Effective Date and continue in full force and effect until terminated in accordance with the Agreement (the "**Term**"). THE SERVICES WILL CONTINUE AT THE END OF EACH SUBSCRIPTION PERIOD IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 6.1.

8.2 Termination for Convenience. Either Party may terminate this Agreement for convenience on ninety (30) days' prior written notice to the other Party.

8.3 Termination for Breach. Either Party may terminate this Agreement immediately upon notice to the other Party if the other Party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

8.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each Party will return all Confidential Information of the other Party; and (c) any amounts owed to Turbo under this Agreement will become immediately due and payable. Sections 2.4, 3, 5, 6, 7, 8.4, 8.5, 9.2, 10, 11 and 12 will survive expiration or termination of this Agreement for any reason. In the event of

Customer's early termination of the Agreement pursuant to Section 8.2, Turbo will refund any unused prepaid Fees for the remainder of the term then in effect.

8.5 Data Extraction. For fifteen (15) days after the end of the Term, as applicable, Turbo will make the Customer Content on the Platform available to Customer on a limited basis through the Platform solely for purposes of Customer's retrieval thereof, unless Turbo is instructed by Customer to delete such data before that period expires. After such period, Turbo will discontinue all use of Customer Content and destroy all copies of Customer Content in its possession or control.

9. Warranties and Disclaimers.

9.1 Limited Warranty. Turbo represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner substantially consistent with general industry standards. Provided that Customer notifies Turbo in writing of the breach within thirty (30) days following performance of the defective Services, specifying the breach in reasonable detail, Turbo will, as Customer's sole and exclusive remedy, for any breach of the foregoing, re-perform the Services which gave rise to the breach or, at Turbo's option, refund the fees paid by Customer for the Services which gave rise to the breach. Turbo further warrants to Customer that the Platform will operate free from Errors (defined below) during the Term, provided that such warranty will not apply to failures to conform to the Documentation to the extent such failures arise, in whole or in part, from (a) any use of the Platform not in accordance with this Agreement or as specified in the Documentation; (b) any use of the Platform in combination with other products, equipment, software or data not supplied by Turbo (other than authorized System(s) of Record); or (c) any modification of the Platform by any person other than Turbo or its authorized agents. Provided that Customer notifies Turbo in writing of any breach of the foregoing warranty during the Term, Turbo will, as Customer's sole and exclusive remedy, provide the support described in Section 2.3. "**Error**" means a reproducible failure of the Platform to substantially conform to the Documentation.

9.2 Disclaimer. The limited warranty set forth in Section 8.1 is made for the benefit of Customer only. Except as expressly provided in Section 8.1 and to the maximum extent permitted by applicable law, The Services are provided "as is" (with all faults) and "as available" and the entire risk as to satisfactory performance, accuracy, and effort is with Customer. Without limiting the foregoing, Turbo and its suppliers specifically disclaim any and all warranties, whether express, implied, or statutory, including the warranties of title, merchantability, fitness for a particular purpose, non-infringement, accuracy, and

quiet enjoyment. Turbo does not warrant that all Errors will be corrected, or that the Services will meet Customer's requirements or operate without interruption.

10. Limitation of Liability. Except with respect to any breach of Sections 1 (Limited License), 3 (Customer Content and Responsibilities; Third-party Services) or 5 (Confidentiality), in no event will either Party be liable to the other for any failure to meet any objectives of this Agreement or any incidental, special, consequential, punitive damages or indirect damages of any kind (including damages for interruption of business, procurement of substitute goods, lost data, lost profits, or the like) regardless of the form of action, whether in contract, tort (including negligence), strict product liability, or any other legal or equitable theory, even if such Party has been advised of the possibility of such damages. In no event will Turbo's aggregate cumulative liability for any claims arising out of or related to this Agreement exceed the amounts paid to it hereunder by customer. The existence of one or more claims will not serve to enlarge this limit. This limitation will apply notwithstanding the failure of essential purpose of any limited remedy set forth herein. The warranty disclaimer and limitation of liability are fundamental elements of the basis of the bargain between the Parties.

11. Governing Law and disputes.

the following provision will apply if customer is domiciled in the united states:

This Agreement shall be governed in all respects by California law, excluding any conflict of laws principles that would require the application of the laws of another jurisdiction. The Parties hereby submit to the personal jurisdiction of the state and federal courts in the Northern District of California.

the following provision will apply if customer is domiciled outside of the united states:

The 1980 U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement; rather the rights and obligations of the parties under this Agreement shall be governed by and construed under the laws of the State of California, without reference to conflict of laws principles. Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination thereof, shall be finally settled by binding arbitration in San Francisco, California, under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with such rules. The language to be used in the arbitral proceedings shall be English. Judgment on the award rendered by the arbitrators may be entered in any court having

jurisdiction thereof. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for injunctive relief.

12. General. The Parties are independent contractors. Each Party must deliver all notices or other communications required or permitted under this Agreement in writing to the other Party, if to Turbo, at the address listed above, and if to Customer, at the address provided to Turbo when registering for the Services, by courier, by registered or certified mail (postage prepaid and return receipt requested), or by a nationally recognized express-mail service. Notice will be effective upon receipt or refusal of delivery. Customer may not assign this Agreement (including by a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law) without the prior written consent of Turbo. Any purported assignment in violation of the foregoing shall be null and void. If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such provision will be deemed modified so as to be valid and enforceable to the greatest extent possible under applicable law, and the validity of the remaining provisions hereof shall not be affected thereby. Customer agrees that it will not assist with or participate in any export or re-export of the Platform or associated documentation in violation of applicable U.S. laws or regulations. No amendment to, or waiver of rights under, this Agreement shall be effective unless in a writing signed by authorized representatives of each Party. This Agreement, including the attached appendices which are incorporated herein, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral.