

ETLEAP.COM TERMS OF USE

Last Revised: October, 2018

1. YOUR ACCEPTANCE

By visiting the etleap.com website (or any other website(s) and online platforms owned by Etleap, Inc., collectively the “*Website*”) or using any of Etleap’s products, services and/or applications (collectively the “*Services*”), you (“*You*”) acknowledge that You have read, understood and assent to both these Terms of Use and the Etleap Privacy Policy, which is specifically incorporated into these Terms of Use. These Terms of Use apply to any and all users of the Services.

These Terms of Use constitute a binding agreement between You and Etleap, Inc. and its parents, subsidiaries, affiliates, successors, and assigns (collectively “*Etleap*”) governing Your use of the Website and of the Services. You are authorized only to use the Website and the Services if You agree to abide by all applicable laws and to these Terms of Use. Please read these Terms of Use carefully.

If You do not agree to these Terms of Use, please do not use the Website or the Services.

2. WEBSITE ACCESS

Etleap provides enterprise data pipelines and warehousing solutions which we provide as software as a service and are intended for enterprise business customers. Our Services include ETL (Extract, Transform, and Load) data integration, extraction and management software applications and tools which automate various business processes. The Services are provided to those business customers who subscribe to such Services pursuant to a Master Services Agreement, Subscription Agreement or another agreement (collectively, “*Service Agreement*”) with Etleap. You must be authorized by the company who entered into a Service Agreement with Etleap to use the Services and to have access to the private portions or pages of the Website, if any, and/or to the data processed by Etleap for its business customers using the Services and contained on the Website or hosted by Etleap. The term “*Website*” as used in these Terms of Use shall include all such web pages.

Subject to the terms and conditions of the applicable Service Agreement and authorization of your employer, client or other business entity which is a party to the Service Agreement, Etleap hereby grants You permission to access the applicable portions of the Website in connection with the Services provided to the legal entity with which you are affiliated as an employee, independent contractor, agent or other authorized user solely as set forth in these Terms of Use and in accordance with the Service Agreement, provided that:

(i) Your use of the Website as permitted is solely for your or your internal company’s use and not on behalf of, or for the benefit of any third party;

(ii) You will not copy or distribute any part of the Services in any medium without Etleap's prior written authorization; and

(iii) You will otherwise comply with all terms and conditions of these Terms of Use. You will only use the Website in a manner that complies with all laws that apply to You.

In order to access some features of the Services, You will have to create an account and be authorized by your employer or client for such access. You are not allowed to use another user's account without permission. When creating Your account, You must provide true, current, accurate and complete information about yourself and your employer or client. If Etleap suspects that Your registration information is not true, complete, current, or accurate, or that You have otherwise violated these Terms of Use, Your account may be subject to suspension or termination, and You may be barred from using the Services. By registering with the Website, You represent that You are an individual of legal age to form a binding contract and are not a person barred by any laws from using the Services.

When you are registering on Etleap for a company or a legal entity, You are agreeing to the Terms of Use on behalf of such entity and You represent they are authorized to agree to these Terms of Use on such entity's behalf and bind the entity to these Terms of Use.

You are solely responsible for the activity that occurs on Your account, and You must keep Your account password secure. You may change Your password at any time. You agree to immediately notify Etleap if You suspect or know of any unauthorized use of Your password or account or any other breach of security. Etleap cannot and will not be liable for any loss or damage arising from Your failure to comply with this Section 2. You acknowledge and agree that Etleap may preserve user information and may also disclose user information, if required to do so by law or if Etleap believes, in good faith, that such preservation or disclosure is reasonably necessary to: (i) comply with the legal process; (ii) enforce these Terms of Use; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of Etleap, its users, or the public.

Etleap also reserves the right to suspend or terminate a user's access to the Services at any time in its sole discretion and without prior notice.

You agree not to use or launch any automated system or technological devices or programs that access the Services in a manner that sends more request messages to the Etleap servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. You further agree not to access, monitor or copy any content or data contained in the Services or the Website using any robot, spider, scraper or other automated means or any manual process for any purpose. Notwithstanding the foregoing, Etleap grants the operators of public search engines permission to use spiders to copy materials from the public areas of the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Etleap reserves the right to revoke these exceptions either generally or in specific cases, in its sole discretion.

3. THIRD PARTY WEBSITES

The Website may contain links to third party websites that are not owned or controlled by Etleap. Etleap has no control over, and assumes no responsibility for, the content, quality, suitability, functionality, legality, privacy policies, or practices of any third party website. You acknowledge and agree that Etleap is not responsible for the content on the Internet or on webpages that are contained outside the Services.

By using the Website and/or the Services, You specifically release Etleap from any and all liability arising from Your access or use of any third party website, Your correspondence or dealings with other users, advertisers, partners, or other third parties found on or through the Services, and/or Your participation in promotions, sweepstakes, campaigns, or any other venture hosted, endorsed, or sponsored by other users, advertisers, partners, or other third parties.

4. INTELLECTUAL PROPERTY RIGHTS

The content of the Website (the “*Content*”) including without limitation, all text, graphics, images, photos, computer code, software, scripts, multimedia files, interactive features trademarks, service marks and logos, other than User Data (as defined below), is owned by or licensed to Etleap, and is subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. The Content on the Website is provided to You “as-is” for Your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without the prior written consent of Etleap or as expressly provided herein or in the applicable Service Agreement. Etleap reserves all rights not expressly granted in and to the Services and the Content contained therein.

You agree not to engage in the use, copying, or distribution of any of the Content (other than Your User Data) for any commercial purposes. You understand that Etleap owns the Services and the Website, and You will not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided herein), create derivative works based on, or otherwise exploit any aspect of the Services or the Website. You agree not to circumvent, disable or otherwise interfere with security related features of the Services or the Website or features that prevent or restrict use or copying of any Content or enforce limitations on the use of the Services, the Website or the Content.

5. USER DATA

You (as an employee, agent or principal of our business customer) are responsible for all data processed, submitted or uploaded by You to or through the Services and/or the Website, whether on Your own behalf or on behalf of your employer, principal or your business entity, and Etleap does not assume responsibility for or endorse any of the information, material, or content processed, submitted or uploaded by You or other users of the Services and/or the Website (“User Data”).

You and/or your employer, client or the legal entity on behalf of which you created an account with Etleap or which has authorized the creation of your account retain all of the ownership

rights in Your own User Data in accordance with the Service Agreement and these Terms of Use. However, You hereby grant Etleap a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers and including any moral rights or other necessary rights), and transferable right and license to use, reproduce, distribute, prepare derivative works of, display, perform, archive, modify, translate, User Data in whole or in part in connection with the performance of the Services.

6. RULES OF CONDUCT

The following rules of conduct apply to Your use of the Services and the Website.

You may not, in connection with the Services or the Website, directly or indirectly and whether in connection with Your User Data or otherwise:

- Upload, post, email or otherwise transmit any material that is libelous, invasive of another's privacy, defamatory, pornographic, sexually explicit, unlawful or plagiarized;
- Upload, post, email or otherwise transmit any material that infringes or violates any patent, copyright, trademark, trade secret or other proprietary rights of any person;
- Upload, post, email or otherwise transmit any material that a reasonable person would consider harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way;
- Upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation, or otherwise engage in commercial activities within Etleap;
- Upload, post, email, or otherwise transmit any material that contains viruses, Trojan horses, worms, time bombs, cancelbots or any other computer codes, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- Impersonate any person or entity (brand, company, product), or otherwise misrepresent Your affiliation with a person or entity;
- Intentionally or unintentionally violate or encourage others to violate any applicable law, statute, ordinance or regulation, including any applicable export control laws;
- Provide false or deceptive information;
- Solicit personal information from anyone under 18;
- Breach a duty of confidentiality by which You are bound due to a contractual or fiduciary relationship (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Jeopardize the security of Your account or anyone else's;
- Violate the security of any computer network or attempts, in any manner to obtain the password, account, or other security information from any other user; or
- Decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Services.

7. MODIFICATIONS TO THE WEBSITE

Etleap reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) and/or the Website with or without notice. Etleap shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Services or the Website other than as provided in the Service Agreement.

8. TERMINATION

Etleap may, under certain circumstances and without prior notice, immediately disable or terminate Your Etleap account, access to the Website, the Services or any other Etleap services. Cause for such termination shall include, but not be limited to: (i) breaches or violations of the Terms of Use or other incorporated agreements or guidelines; (ii) requests by law enforcement or other government agencies; (iii) a request by You (self-initiated account deletions); (iv) discontinuance or material modification to the Services (or any part thereof); (v) unexpected technical or security issues or problems; (vi) extended periods of inactivity; (vii) engagement by You in fraudulent or illegal activities; and/or (viii) nonpayment of any fees owed by the legal entity with which you are affiliated in connection with the Services or any other Etleap product or service.

Termination of Your Etleap account includes: (i) removal of access to all pages within the Website; (ii) deletion of Your password and all related information, files and materials, including User Data associated with or inside Your account (or any part thereof); and (iii) barring of further use of the Services. Further, You agree that all terminations for cause shall be made in Etleap's sole discretion and that Etleap shall not be liable to You or any third party for any termination of Your account, any associated email address, or access to the Services.

9. WARRANTY DISCLAIMER

YOU AGREE THAT YOUR USE OF THE SERVICES AND THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, ETLEAP, AND ANY PARENT, SUBSIDIARY, AFFILIATE, SUCCESSOR, DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, RESELLER, OWNER, OR OPERATOR OF ETLEAP, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND THE WEBSITE AND YOUR USE THEREOF. ETLEAP MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT, USER DATA OR OTHER MATERIAL OR FOR ANY LOSS OR DAMAGE OF

ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT, USER DATA, OR OTHER MATERIAL POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. ETLEAP DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY HYPERLINKED WEBSITE OR OTHER PROMOTION, AND ETLEAP WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ETLEAP SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. UNAUTHORIZED ACCESS

THE WEBSITE IS NOT ABSOLUTELY PROTECTED AGAINST UNAUTHORIZED THIRD PARTIES. YOU ACKNOWLEDGE THAT ANY INFORMATION PROVIDED THROUGH THE INTERNET MAY BE POTENTIALLY ACCESSED BY UNAUTHORIZED THIRD PARTIES. ALTHOUGH ETLEAP WILL MAKE REASONABLE EFFORTS TO PROTECT THE PRIVACY OF USERS OF THE WEBSITE, NO GUARANTEE CAN BE MADE THAT UNAUTHORIZED THIRD PARTIES WILL NOT ACCESS THE CONTENT OR INFORMATION CONTAINED ON THE WEBSITE. YOU ACKNOWLEDGE THAT ETLEAP IS NOT RESPONSIBLE FOR NOTIFYING YOU THAT UNAUTHORIZED THIRD PARTIES HAVE GAINED SUCH ACCESS OR THAT ANY DATA HAS BEEN OTHERWISE COMPROMISED DURING TRANSMISSION ACROSS COMPUTER NETWORKS OR TELECOMMUNICATIONS FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE INTERNET.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL ETLEAP, OR ANY PARENT, SUBSIDIARY, AFFILIATE, SUCCESSOR, DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, RESELLER, OWNER, OR OPERATOR OF ETLEAP, BE LIABLE TO YOU FOR (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE

VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO ETLEAP IN CONNECTION WITH THE WEBSITE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM, OR © ANY MATTER BEYOND ETLEAP'S REASONABLE CONTROL. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT ETLEAP SHALL NOT BE LIABLE FOR USER DATA OR FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Services are controlled and offered by Etleap from its facilities in the United States of America. Etleap makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

12. INDEMNITY

To the fullest extent allowed by applicable law, You agree to defend, indemnify and hold harmless Etleap, and any parent, subsidiary, affiliate, successor, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of Etleap, from and against any and all alleged claims, claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) Your use of and access to the Services; (ii) Your violation of any term of these Terms of Use; (iii) Your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any alleged claim, claim, or cause of action that one (or more) of Your User Data caused, is causing, or will cause damage to a third party, as a result of infringement or otherwise. This defense and indemnification obligation will survive these Terms of Use and Your use of the Website.

13. DAMAGES AND REMEDIES

You understand and agree that if it becomes necessary for us to pursue legal action to enforce these Terms of Use, You will be liable to pay to us Etleap's actual damages and legal fees and other expenses incurred in such action. Notwithstanding this or any other provision of these Terms of Use, Etleap retains the right to seek the remedy of specific performance of any term contained in these Terms of Use or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted to us in these Terms of Use.

14. ABILITY TO ACCEPT TERMS OF USE

You affirm that You are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully and legally able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. Etleap is not intended for children under 13. If You are under 13 years of age, then please do not use the Services or the Website.

15. ASSIGNMENT

These Terms of Use, and any rights and licenses granted hereunder, may not be assigned, transferred, delegated, and sublicensed by You, but may be assigned, transferred, delegated, and sublicensed by Etleap without restriction.

16. OWNERSHIP OF THE WEBSITE

The Website, including the Content, is owned by Etleap, Inc. No portion of the Website or the Content may be copied, reproduced, displayed, transmitted, or otherwise used for any purpose without the prior written permission of Etleap. Notwithstanding the aforementioned, User Data are the property of the applicable users or their employer or clients.

All of the Etleap trademarks, including but not limited to Etleap™, are owned by Etleap, Inc. and may not be used for any purpose without the prior written permission of Etleap.

17. GENERAL

In the event any provision contained in these Terms of Use is determined to be invalid, illegal or otherwise unenforceable in any respect for any reason, the validity, legality and enforceability of the provision in every other respect and the remaining provisions of these Terms of Use will not be in any way impaired and shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Etleap's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Etleap may change these Terms of Use at any time. If the changes are material, Etleap will let You know by posting a notice on the Website before the changes go into effect. The notice will designate a reasonable amount of time (the "Notice Period") after which the new terms will go into effect for all users. If You do not agree to the new terms, please delete your account within the Notice Period. If You do not delete your account within the Notice Period, your content, User Data and use of the Website will be subject to the new terms going forward.

These Terms of Use constitute an agreement that shall be governed by and construed in accordance with laws of the State of California without regard to its conflict of law provisions and without regard to the actual state or county of incorporation or residence of either party. You agree to submit to the personal and exclusive jurisdiction of the courts located in San Francisco, CA in connection with any action arising under this Agreement. You agree that any cause of

action arising out of or related to the Services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

18. MISCELLANEOUS

You or your employer or client will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with Your activity in connection with the Website and the Services, provided that Etleap may, in its sole discretion, do any of the foregoing on Your behalf or for itself as it sees fit. The failure of either You or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms of Use shall otherwise remain in full force and effect and enforceable. You and Etleap agree that these Terms of Use are the complete and exclusive statement of the mutual understanding between You and Etleap, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms of Use. You hereby acknowledge and agree that You are not an employee, agent, partner, or joint venture of Etleap, and You do not have any authority of any kind to bind Etleap in any respect whatsoever. You agree there are no third party beneficiaries intended under these Terms of Use.

19. VIOLATIONS OF THESE TERMS OF USE

Please report any violations of the Terms of Use, including objectionable behavior, to info@etleap.com. Please state the reasons for Your concern and provide a link to material or, if appropriate, the behavior in question. Upon receiving such a report of a possible violation, Etleap in its sole discretion may investigate the matter and take such action as Etleap determines to be appropriate.