

BOLT Software Technology Terms of Use

Last Updated: November 4, 2015

1. Introduction; License

Thank you for using the Bolt Software Technology (“we”, “our” or “Bolt”) Software As A Service (“SaaS”) available at www.bolttech.net. By using our SaaS, you (“Customer”) are agreeing to the terms and conditions contained below (“Terms”). Your license to use the Bolt SaaS is conditioned upon your agreement and conformant with the Terms. We reserve the right to update and otherwise amend the Terms from time to time without notice. The most recent version of these Terms will be available at www.bolttech.net

License grant. Bolt hereby grants you a revocable, non-sublicenseable, terminable, limited license to use the Bolt SaaS solely in accordance with the Terms. Your license is automatically revoked if (i) you violate any of the Terms, (ii) we send a written notice of termination to you, or (iii) we disable your use of the Bolt SaaS.

2. Restrictions

2.1 Purposes.

Bolt is to be used for the purpose of running your business.

2.2 Adverse and Excessive Use.

You may not use the Bolt SaaS in a manner that adversely impacts Bolt’s systems, including but not limited to Bolt’s servers or other applications. Further we reserve the right to suspend, terminate or throttle your use of the Bolt SaaS in the event your use is deemed excessive by Bolt.

2.3 Monitoring.

You may not use or access the Bolt’s SaaS for purposes or monitoring the availability, performance or functionality of any of Bolt’s products or services or for any other benchmarking or competitive purposes.

2.4 Third Party Access.

You may not provide access to Bolt’s SaaS to third parties.

2.5 Laws; Regulations; Privacy Policy.

You may not use the Bolt SaaS in any manner or for any purpose that violates any law, regulation, code or any rights of any person or entity, including but not limited to intellectual privacy rights, rights of privacy, or rights of personality. Further, you must maintain a privacy policy that accurately reflects your use of the content accessed through the Bolt SaaS. The Bolt SaaS will be provided in accordance with the Bolt Privacy Policy, which may be updated from time to time, and which can be found at www.bolttech.net

3. Ownership

Bolt owns all right, title and interest in and to the Bolt service and Bolt Data. For the purpose of these Terms of Use “Bolt Data” means any and all data and other intellectual property in which Bolt may claim proprietary rights without conflict to any pre-existing contractual agreement. These terms grant you no right, title or interest in any intellectual property owned or licensed by Bolt.

4. Non-Disclosure of Content

Bolt will not disclose or use made available to the Bolt SaaS except to operate, maintain, and perform the Bolt SaaS or comply with laws. Bolt SaaS will only be operated on systems that comply with the security practices and procedures referenced below.

5. Links to Other Websites

The Bolt SaaS may contain links to third-party web sites or services that are not owned or controlled by Bolt. Bolt Software Technology has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Bolt shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

6. Limited Warranty

Bolt warrants that the Bolt SaaS will conform to the specifications set forth in the Bolt SaaS Technical Specifications. If the Bolt SaaS does not function as warranted, and Bolt is unable to make it do so, upon Customer request, Bolt will give Customer a prorated refund of amounts prepaid by Customer, and Customer’s right to use the Bolt SaaS will terminate. This limited warranty remains in effect throughout the subscription period for the Bolt SaaS offering.

7. Emergency Maintenance & Scheduled Maintenance

Bolt may perform regularly schedule maintenance during maintenance windows defined by Bolt. Other scheduled and non-scheduled down times may occur. The Bolt SaaS will not be available during these times.

8. Updates

The Terms of Use apply to all enhancements modifications, variations, revisions, updates, supplements, add-on components, and replacements for the Bolt SaaS (collectively, "Updates") that Bolt may provide or make available for the Bolt SaaS, subject to any additional terms provided by Bolt applicable to such Updates. Bolt has no obligation to, and nothing in these Terms of Use may be construed to require Bolt to, create, provide, or install Updates

9. Data Privacy and Data Security

9.1 Personal Data

Customer: 1) will obtain all legally required consents before making any Personal Data available to the Bolt SaaS, and maintain those consents throughout the Subscription Period; and 2) will not use the Bolt SaaS in conjunction with Personal Data to the extent that doing so would violate applicable data protection laws. Upon Customer's written request, following termination or expiry of either the ToU or the Agreement, Bolt will destroy or return to Customer all Personal Data made available to the Bolt SaaS. Unless expressly stated in the Bolt SaaS Technical Specifications, the Bolt SaaS is not intended for the storage or receipt of any: 1) Personal Data and other data, the loss of which would trigger a data breach notification requirement, or 2) health information, including without limitation individually identifiable health information as defined under the Health Information Portability and Accountability Act of 1996, as amended. Customer will be responsible for all costs Bolt may incur relating to any such information made available by Customer to the Bolt SaaS, including those arising out of any third party claims.

9.2 Security Practices

Bolt implements and maintains practices and procedures, which may be revised periodically, regarding the systems used to host and operate the Bolt SaaS. These practices and procedures are designed to reduce the vulnerability of our systems to accidental loss, unlawful intrusions, unauthorized access, disclosure or alteration or wrongful conduct that may interfere with, misappropriate, or otherwise damage the Content or Customer's use of the Bolt SaaS. A description of the practices and procedures applicable to the Bolt SaaS, including applicable technical and operational measures, is available to Customer upon request. Customer is responsible for determining whether these practices and procedures are appropriate to meet Customer's requirements. By using the Bolt SaaS, Customer acknowledges its acceptance of the Bolt practices and procedures and their adequacy for Customer's purposes.

10. Indemnity

Customer agrees to hold Bolt harmless against any third party claim arising out of or relating to: Content made available to the Bolt SaaS.

11. Suspension of Bolt SaaS and Termination

In the event of a breach of the Terms of Use or misappropriation of Bolt intellectual property or violation of applicable law by a Bolt SaaS User, Bolt reserves the right to terminate Customer's access to the Bolt SaaS for cause, or suspend or revoke the offending Bolt SaaS User's access to the Bolt SaaS, or delete the offending Bolt SaaS User's Content. Bolt will only terminate Customer's Subscription to the Bolt SaaS for cause following prior written notice to Customer, and a reasonable time to cure.

12. Limitation of Liability

THE FOLLOWING LIMITATIONS OF LIABILITY APPLY IRRESPECTIVE OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND ALSO APPLY REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH DAMAGES ARE

SOUGHT. HOWEVER, IN NO EVENT WILL THE LIMITATIONS APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

IN NO EVENT WILL BOLT BE LIABLE FOR ANY SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION, OF ANY PARTY, INCLUDING THIRD PARTIES, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE FOREGOING. IN ANY CASE, BOLT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AGGREGATE FEES YOU PAID FOR ACCESS TO THE BOLT SAAS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE LIABILITY AROSE.

13. Miscellaneous

These Terms shall be governed and construed in accordance with the laws of Texas, United States, without regard to its conflict of law provisions.

If any provision of the Terms, or the application thereof, is for any reason and to any extent determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, a valid provision that most closely matches the intent of the original will be substituted and the remaining provisions of the Terms will be interpreted so as best to reasonably affect its original intent.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

