

**eTAURO**  
**END USER AND LICENSE AGREEMENT**

The terms of this agreement ("Agreement") apply to your purchase of the eTauro DUC, HUC, DUCGe, or HUCGe product and/or related products and/or services and support ("Product") from eTauro, LLC ("we," "us," or "eTauro"). By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify eTauro immediately and return your purchase pursuant to eTauro's Return Policy.

**1. Other Documents.**

This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and eTauro.

**2. Shipping Charges; Taxes; Title; Risk of Loss.**

Shipping and handling costs are additional unless otherwise expressly indicated at the time of sale. Loss or damage that occurs during shipping by a carrier selected by eTauro is eTauro's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You must notify eTauro within 30 days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong or damaged. Unless you provide eTauro with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping dates are estimates only. Title to software will remain with the applicable licensor(s).

**3. Use of Product.**

You agree and represent that you are buying only for your own internal use only, and not for resale, export, or any other commercial use. You agree and represent that your use of the Product will comply with the relevant laws and regulations within your jurisdiction and that the Product will not be used, directly or indirectly, to engage in illegal activity. Should you choose to misuse the Product in any manner that conflicts with the relevant law, eTauro shall not be liable for the damages resulting from such illegal use.

Further, you acknowledge that the Product provided hereunder may contain technology which is proprietary and its confidentiality is of the highest importance and value to eTauro. You acknowledge that eTauro may be seriously harmed if such technology is disclosed in violation of this Agreement. Except as otherwise permitted for purposes of interoperability as specified by applicable and mandatory local law, you shall not reverse-assemble, reverse-compile, reverse-engineer or in any way derive any technology from Product. You shall not provide Product to eTauro competitors under any circumstance. You shall not, under any circumstance, use Product or allow its use, for the purpose of developing, enhancing, or marketing any product that is in any way competitive with Product, or disclose to any third party the results of, or information pertaining to, any benchmark.

#### **4. Disclaimer of Warranties.**

ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (a) THE PRODUCT WILL MEET YOUR REQUIREMENTS, (b) THE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCT WILL BE EFFECTIVE, ACCURATE, OR RELIABLE, OR (d) THE QUALITY OF ANY PRODUCTS WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS, OR DEFECTS. THE PROVISIONS OF THIS SECTION 4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

#### **5. Limitation on Liability.**

Your exclusive remedy and our entire liability, if any, for any claims arising out of this Agreement shall be limited to the amount you paid us for the Product giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE. THE PROVISIONS OF THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

#### **6. Software License.**

All title and intellectual property rights in and to software is owned by the manufacturer or owner of the software. All rights not expressly granted under this agreement are reserved by the manufacturer or owner of the software. By using the software that has been preloaded or is embedded in your product, you agree to be bound by the terms of this Agreement. If you do not agree to these terms, promptly return all Products.

The software is protected by United States copyright laws and international treaties. You may not rent or lease the software or copy the written materials accompanying the software. You may not reverse engineer, decompile, or disassemble the software.

#### **7. Intellectual Property.**

You acknowledge and agree that the Product, and all content presented to you in relation to your purchase of the Product, is protected by copyrights, trademarks, service marks, patents or other

proprietary rights and laws, and is the sole property of eTauro and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Any unauthorized use of the Product, and all content presented to you in relation to your purchase of the Product may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

While the Product is compatible with the Microsoft Surface<sup>®</sup> Pro 3, eTauro is in no way affiliated with Microsoft Corporation. The Microsoft Surface<sup>®</sup> Pro 3 is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of Microsoft Corporation.

## **8. Export Control.**

The Products provided hereunder are subject to regulation by local laws and United States government agencies, which prohibit export or diversion of certain products, information about the products, and direct or indirect products thereof, to certain countries and certain persons. You agree that you will not export Products in any manner without first obtaining all necessary approval from appropriate local and United States government agencies. You acknowledge that the regulation of product export is in continuous modification by local governments and/or the United States Congress and administrative agencies. You agree to complete all documents and to meet all requirements arising out of such modifications.

## **9. Governing Law, Jurisdiction, and Dispute Resolution.**

This agreement and any sales there under shall be governed by the laws of the state of Texas, without regard to conflicts of laws rules. Any dispute or claim that may arise out of this Agreement will be subject to either a binding arbitration or mediation, at the discretion of eTauro. If binding arbitration is selected, the arbiter will be selected by eTauro and any judgment or award from such proceeding shall be binding on both parties. The arbitration shall be heard according to the laws of the State of Texas. If mediation is selected, the mediator will be selected by eTauro and any agreement reached as a result of mediation shall be binding and enforceable according to the laws of the State of Texas. Each Party agrees and hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Harris County and the United States District Court for the Southern District of Texas with respect to such matters.

## **10. Indemnification.**

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of the Product. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **11. Headings.**

The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from.

## **12. Severability.**

If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.

## **13. Miscellaneous.**

This Agreement contains the parties' entire understanding relating to its subject matter and supersedes all prior or contemporaneous agreements, including but not limited to any purchase order terms and conditions. This Agreement may only be modified in writing, signed by an authorized representative of each party. Waiver of terms or excuse of breach must be in writing and shall not constitute subsequent consent, waiver, or excuse.