

RISKTURN
LICENSE AGREEMENT - DISCLAIMER

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This is a legal agreement ("Agreement") between you ("Licensee") and RISKTURN Inc. and governing your use of its Software and Documentation.

READ CAREFULLY AND UNDERSTAND ALL OF THE RIGHTS AND RESTRICTIONS DESCRIBED IN THIS AGREEMENT BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE.

1 Definitions

1.1 "Licensor"

"Licensor" is RISKTURN Inc, sole and exclusive owner of RISKTURN. RISKTURN Inc owns all rights in and to RISKTURN which are not transferred herein. RISKTURN Inc has the exclusive right to license others to produce, copy, make, or sell the RISKTURN. RISKTURN Inc retains all common law copyright on RISKTURN.

1.2 "Licensee"

"Licensee" means an individual or an entity to whom RISKTURN Inc. grants the License, and who is responsible for complying with the contractual obligations of the License, and ensuring that anyone permitted access to the Software also complies with such obligation.

1.3 "License"

"License" means a license granted under Section 2.1.

1.4 "License Key"

"License Key" means a credential access that enables the Licensee to activate and use the Software.

1.5 "Software"

"Software" means the software RISKTURN 1.0 licensed hereunder to be downloaded on line (for Free Trial, Cloud Standard, Cloud Customizable editions) or in executable (?) format (for On-premises Customizable edition), including enhancements and error corrections.

1.6 "Documentation"

"Documentation" means the Online Manual and Installation Instructions, if any, accompanying delivery of the Software, as may be updated from time to time.

1.7 "Confidential Information"

"Confidential Information" means information or materials provided by one party ("Discloser") to the other party ("Recipient") which are in tangible form and labelled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential.

2 License

2.1 License Grant

Subject to the terms and conditions of this Agreement, RISKTURN Inc. grants the Licensee a world-wide, non-exclusive, non-transferable license ("License") to use the Software and Documentation. Unless otherwise agreed to, this License allows you to install and use one copy of the RISKTURN Inc. Software and Documentation.

RISKTURN software has 4 separate editions for sale:

License Agreement – Disclaimer ver.1 (4-29-16)

EDITION	FEE	LICENSE DURATION	NUMBER OF USERS
FREE TRIAL	Free	30 days	1 user
CLOUD STANDARD	Monthly/ annual fee	Automatic annual renewal	1 user
CLOUD CUSTOMIZABLE (Enterprise)	Annual fee	Automatic annual renewal	Available for multi user (1 included)
ON PREMISES CUSTOMIZABLE (Enterprise)	Lump sum	Perpetual	Available for multi users (5 included)

Editions can be purchased only after contacting Riskturn Inc. through a Request Form available on the website riskturn.com.

In case of multi user license (enterprise): there is only one owner (license administrator).

2.2 Trial Version

Use of the Free Trial Version is only permitted for a limited period of 30 days. Trial Version is provided “AS IS” and without warranty of any kind.

2.3 License Restrictions

Except as expressly permitted by this Agreement, Licensee will not, nor will it permit or authorize anyone to:

- Copy the Software for other than archival and backup purposes;
- Sublicense, rent, lease or lend any portion of the Software or Documentation;
- Adapt, translate, copy, or convert all or any part of the Software in order to create software, a principal purpose of which is to perform the same or similar functions as the Software licensed by RISKTURN Inc.;
- Decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software or any part thereof;
- Alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices on or in copies of the Software.

2.4 Retention of Right, Title and Interest

RISKTURN Inc. shall own and retain all right, title and interest in and to all intellectual property rights related to the Software and Documentation.

2.5 Upgrades

The terms of this License will govern any upgrades provided by Licensor that replace and/or supplement the original License, unless such upgrade is accompanied by a separate License in which case the terms of that License will govern.

2.6 Term of Agreement

This Agreement commences on the date Licensee first accepts the Software and continues until all subscriptions hereunder have expired or have been terminated. Licensee’s rights under this License will terminate automatically without notice from the Licensor if Licensee fails to comply with any term(s) of this License. Upon termination of the License, Licensee shall cease all use of the Software and Documentation and destroy all copies, full or partial, of the same.

3 Maintenance and Services

3.1 Technical Support and Updates

- a. Licensee who obtains a Free Trial edition receives:
 - on-line technical support services for problem determination, verification and resolution. Such technical support is provided during RISKTURN Inc.'s standard business hours;
- b. Licensee who purchased a Cloud Standard edition receives:
 - on-line technical support services for problem determination, verification and resolution. Such technical support is provided during RISKTURN Inc.'s standard business hours;
 - minor releases updates (e.g. 2.1 -> 2.2). Licensee may have to buy major releases with significant jumps in functionality (e.g. 2.1 -> 3.0).
- c. Licensee who purchased a Cloud Customisable edition receives:
 - on-line technical support services for problem determination, verification and resolution. Such technical support is provided during RISKTURN Inc.'s standard business hours;
 - minor releases updates (e.g. 2.1 -> 2.2). Licensee may have to buy major releases with significant jumps in functionality (e.g. 2.1 -> 3.0).
- d. Licensee who purchased an On-premises Customisable edition can pay a 15% annual fee to receive:
 - on-site technical support services for problem determination, verification and resolution. Such technical support is provided during RISKTURN Inc.'s standard business hours;
 - minor releases updates (e.g. 2.1 -> 2.2). Licensee may have to buy major releases with significant jumps in functionality (e.g. 2.1 -> 3.0).

The Licenses, Technical Support and Updates provided pursuant to this Agreement do not include consulting, implementation, training or other services.

3.2 Consulting Services

Upon the mutual agreement of the parties, RISKTURN Inc. may provide consulting, implementation, training and other services to Licensee ("Consulting Services"). In those cases, RISKTURN Inc. retains all right, title and interest in and to the Software and all deliverables resulting from performance of the Consulting Services, including all methodologies, designs, improvements to the Software, and know how, but excluding any Licensee Data incorporated into any such deliverable. RISKTURN Inc. hereby grants Licensee a non-exclusive license to use any deliverables or work product created hereunder in connection with Licensee's authorized use of the Software.

RISKTURN Inc. warrants that Consulting Services will be performed using reasonable care and skill consistent with generally accepted industry standards.

4 Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE RISKTURN INC. SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. EXCEPT FOR THE LIMITED WARRANTY ON CONSULTING SERVICES SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RISKTURN INC. SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND RISKTURN INC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE RISKTURN INC. SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/ OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. RISKTURN INC. DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE RISKTURN INC. SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE RISKTURN INC. SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE RISKTURN INC. SOFTWARE WILL BE UNINTERRUPTED OR

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5 Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL RISKTURN INC. BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE RISKTURN INC. SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF RISKTURN INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL RISKTURN INC.'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6 Confidentiality

Licensee recognizes that the Software is the proprietary and confidential property of RISKTURN Inc. Accordingly, Licensee shall not, without the prior express written consent of RISKTURN Inc., during the term of this Agreement, disclose or reveal to any third party or utilize for its own benefit other than pursuant to this Agreement, the Software provided by RISKTURN Inc.

The following information shall be considered Confidential Information whether or not marked or identified as such:

- License Keys, if any;
- Information regarding RISKTURN Inc.'s pricing, product roadmaps or strategic marketing plans;
- Non-public materials relating to the Software.

Licensee will hold in confidence RISKTURN Inc.'s Confidential Information and will not disclose or use such Confidential Information except as necessary to exercise its express rights or perform its express obligations hereunder. Licensee's disclosure of RISKTURN Inc.'s Confidential Information may be made only to those of its employees or consultants who need to know such information in connection herewith and who have agreed to maintain the Confidential Information as confidential as set forth herein.

7 Termination

7.1 Termination for Insolvency

Either Party may terminate this Agreement if the other Party:

- Terminates or suspends its business without a successor;

- Becomes insolvent, admits in writing its inability to pay its debts as they become due or becomes subject to any bankruptcy or insolvency proceeding.

7.2 Termination for Breach

RISKTURN Inc. may terminate this License upon written notice to the Licensee due to Licensee's breach of this License.

7.3 Effects of Termination

All rights granted to the Licensee by this Agreement shall expire upon its termination. Licensee must cease all use of the Software and return or certify destruction of the Software and License Keys to RISKTURN Inc.

8 Specific Provisions

8.1 Controlling Law and Jurisdiction

The parties agree that this License shall be governed by, interpreted and construed in accordance with the laws of the State of Illinois, without reference to principles of conflict of laws, and the parties agree that any suit, action or proceeding with respect to this License shall be brought in the state courts in Cook County, Illinois or in the U.S. District Court for the Northern District of Illinois. The parties hereto hereby accept and submit themselves to the exclusive jurisdiction of these courts for the purpose of any such suit, action or proceeding. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

8.2 Severability

If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force effect.

8.3 Force Majeure

Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events or circumstances beyond the delayed Party's reasonable control.

8.4 Waiver

No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

8.5 Publicity

Licensee grants RISKTURN Inc. the right to list Licensee as a customer of RISKTURN Inc. along with other customers in marketing materials such as the RISKTURN Inc.'s web site, customer-facing presentations and press releases.

8.6 Enforcement

In the event of litigation relating to this Agreement, RISKTURN Inc. shall, if it is the prevailing party, be entitled to recover attorneys' fees and costs of litigation from the Licensee, in addition to all other remedies available at law or in equity.

8.7 Complete Agreement

This License constitutes the entire agreement between the parties with respect to the use of the RISKTURN Inc. Software and Documentation hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by RISKTURN Inc.