

Terms & Conditions

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Effective Date – September. 10, 2018

Tulip Terms of Service

This Tulip Terms of Service (“Agreement”) is entered into by and between Tulip Interfaces, Inc. a Delaware corporation with offices at 561 Windsor St. 2nd Fl, Somerville, MA, 02143 (“Tulip”) and the entity or person placing an order for or accessing any Services (“Customer” or “you”). If you are accessing or using the Services on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to “you” or “Customer” reference your company.

This Agreement permits Customer to purchase subscriptions to online software-as-a-service products and other services from Tulip pursuant to any Tulip ordering documents, online registration order descriptions or order confirmations referencing this Agreement (“Order Form(s)”) and sets forth the basic terms and conditions under which those products and services will be delivered. This Agreement will govern Customer’s initial purchase on the Effective Date as well as any future purchases made by Customer that reference this Agreement.

The “Effective Date” of this Agreement is the date which is the earlier of (a) Customer’s initial access to any Service (as defined below) through any online provisioning, registration or order process or (b) the effective date of the first Order Form referencing this Agreement.

Modifications to this Agreement : From time to time, Tulip may modify this Agreement. Unless otherwise specified by Tulip, changes become effective for Customer upon renewal of Customer’s current Subscription Term (as defined below) or entry into a new Order Form. Tulip will use

reasonable efforts to notify Customer of the changes through communications via Customer's account, email or other means. Customer may be required to click to accept or otherwise agree to the modified Agreement before renewing a Subscription Term or entering into a new Order Form, and in any event continued use of the Services after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING ANY SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE ANY SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT. THIS AGREEMENT CONTAINS MANDATORY ARBITRATION PROVISIONS THAT REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS. PLEASE READ IT CAREFULLY.

1. Definitions

"Affiliate" means any entity under the control of Customer where "control" means ownership of or the right to control greater than 50% of the voting securities of such entity.

"AUP" means Tulip Acceptable Use Policy

"Contractor" means an independent contractor or consultant who is not a competitor of Tulip.

"Customer Data" means any data of any type that is submitted to the Services by or on behalf of Customer, including without limitation: (a) data submitted, uploaded or imported to the Services by Customer (including from Third Party Platforms) and (b) data provided by or about People and Processes that are collected from Customer Apps.

"Customer Apps" means applications built by Customer using Tulip Services.

"Tulip Factory" means Tulip user interface for accessing and administering the Services that Customer may access via the web or the Tulip Apps.

"Documentation" means the technical user documentation provided with the Services.

"Feedback" means comments, questions, suggestions or other feedback relating to any Tulip product or service.

“Tulip Applications” means any mobile application or desktop client software included in the applicable Service that is made available by Tulip.

“Tulip Code” means certain JavaScript code, software development kits (SDKs) or other code provided by Tulip.

“Laws” means all applicable local, state, federal and international laws, regulations and convention: including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data.

“People” (in the singular, “Person”) means Customer’s end user customers, contractors, suppliers, and other users of the Customer Apps.

“Permitted User” means an employee or Contractor of Customer or its Affiliate who is authorized to access the Service.

“Sensitive Personal Information” means any of the following: (i) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (“PCI DSS”); (ii) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (“HIPAA”); or (iii) any other personal data of an EU citizen deemed to be in a “special category” (as identified in EU General Data Protection Regulation or any successor directive or regulation).

“Services” means Tulip proprietary software-as-a-service solution(s), including the Tulip Factory, Tulip application programming interfaces (APIs), Tulip Code and Tulip Applications, as described in the applicable Order Form.

“Taxes” means any sales, use, GST, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Tulip.

“Third-Party Platform” means any software, software-as-a-service, data sources or other products or services not provided by Tulip that are integrated with Services as described in the Documentation.

“Tulip Hardware Products” includes Tulip IO Gateway, Tulip Light Kit and other product Tulip may introduce from time to time.

2. Tulip Services

2.1 Services Overview. Tulip's services are a suite of Software and Hardware Products that together allow Customers to build Manufacturing Applications and connect them physical devices.

2.1. Provision of Services. Each Service is provided on a subscription basis for a set term designated on the Order Form (each, a "Subscription Term"). Tulip may also offer Professional Services (as defined in Section 12) related to certain Services. Customer will purchase and Tulip will provide the specific Services and related Professional Services (if any) as specified in the applicable Order Form

2.2. Access to Services . Customer may access and use the Services solely for its own benefit and in accordance with the terms and conditions of this Agreement, the Documentation and any scope of use restrictions designated in the applicable Order Form. Use of and access to the Services is permitted only by Permitted Users. If Customer is given API keys or passwords to access the Services on Tulip systems, Customer will require that all Permitted Users keep API keys, user ID and password information strictly confidential and not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared. If Customer is accessing the Services using credentials provided by a third party then Customer will comply with all applicable terms and conditions of such third party regarding provisioning and use of such credentials. Customer will be responsible for any and all actions taken using Customer's accounts and password. If any Permitted User who has access to a user ID is no longer an employee (or Contractor, as set forth below) of Customer, then Customer will immediately delete such user ID and otherwise terminate such Permitted User's access to the Service.

2.4. Tulip Applications. To the extent Tulip provides Tulip Applications for use with the Services, subject to all of the terms and conditions of this Agreement, Tulip grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during any applicable Subscription Term to use the object code form of the Tulip Applications internally, but only in connection with Customer's use of the Service and otherwise in accordance with the Documentation and this Agreement.

2.5. Deployment of Tulip Code. Subject to all of the terms and conditions of this Agreement, Tulip grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during any applicable Subscription Term to copy the Tulip Code in the form provided by Tulip.

2.6. Contractors and Affiliates. Customer may permit its Contractors and its Affiliates' employees and Contractors to serve as Permitted Users, provided Customer remains responsible for compliance by such individuals with all of the terms and conditions of this Agreement, and any use of the Service by such individuals is for the sole benefit of Customer.

2.7. General Restrictions. Customer will not (and will not permit any third party to): (a) rent, lease,

provide access to or sublicense the Services to a third party; (b) use the Services to provide, or incorporate the Services into, any product or service provided to a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to Tulip); (d) copy or modify the Services or any Documentation, or create any derivative work from any of the foregoing; (e) remove or obscure any proprietary or other notices contained in the Services; or (f) publicly disseminate information regarding the performance of the Services.

2.8. Tulip APIs. If Tulip makes access to any APIs available as part of the Services, Tulip reserves the right to place limits on access to such APIs (e.g., limits on numbers of calls or requests). Further, Tulip may monitor Customer's usage of such APIs and limit the number of calls or requests Customer may make if Tulip believes that Customer's usage is in breach of this Agreement or may negatively affect the Services (or otherwise impose liability on Tulip).

2.9. Trial Subscriptions. If Customer receives free access or a trial or evaluation subscription to the Service (a "Trial Subscription"), then Customer may use the Services in accordance with the terms and conditions of this Agreement for such period granted by Tulip (the "Trial Period"). Trial Subscriptions are permitted solely for Customer's use to determine whether to purchase a paid subscription to the Services. Trial Subscriptions may not include all functionality and features accessible as part of a paid Subscription Term. If Customer does not enter into a paid Subscription Term, this Agreement and Customer's right to access and use the Services will terminate at the end of the Trial Period. Tulip has the right to terminate a Trial Subscription at any time for any reason. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, Tulip WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT, OR OTHER OBLIGATIONS WITH RESPECT TO TRIAL SUBSCRIPTIONS.

3. Customer Data

3.1. Rights in Customer Data. As between the parties, Customer will retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data as provided to Tulip. Subject to the terms of this Agreement, Customer hereby grants to Tulip a non-exclusive, worldwide royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data solely to the extent necessary to provide the Services to Customer.

3.2. Storage of Customer Data . Tulip does not provide an archiving service. Tulip agrees only that it will not intentionally delete any Customer Data from any Service prior to termination of Customer's applicable Subscription Term. Tulip expressly disclaims all other obligations with respect to storage

3.3. Customer Obligations

a) In General. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants to Tulip that Customer has all necessary rights, consents and permissions to collect, share and use all Customer Data as contemplated in this Agreement (including granting Tulip the rights in Section 3.1 (Rights in Customer Data)) and that no Customer Data will violate or infringe (i) any third party intellectual property, publicity, privacy or other rights, (ii) any Laws, or (iii) any terms of service, privacy policies or other agreements governing the Customer's accounts with any Third-Party Platforms. Customer further represents and warrants that all Customer Data complies with the AUP. Customer will be fully responsible for any Customer Data submitted to the Services by any Person as if it was submitted by Customer.

b) No Sensitive Personal Information. Customer specifically agrees not to use the Services to collect, store, process or transmit any Sensitive Personal Information. Customer acknowledges that Tulip is not a Business Associate or subcontractor (as those terms are defined in HIPAA) or a payment card processor and that the Services are neither HIPAA nor PCI DSS compliant. Tulip will have no liability under this Agreement for Sensitive Personal Information, notwithstanding anything to the contrary herein.

3.4. Aggregated Anonymous Data . Notwithstanding anything to the contrary herein, Customer agrees that Tulip may obtain and aggregate technical and other data about Customer's use of the Services that is non-personally identifiable with respect to Customer ("Aggregated Anonymous Data"), and Tulip may use the Aggregated Anonymous Data to analyze, improve, support and operate the Services and otherwise for any business purpose during and after the term of this Agreement, including without limitation to generate industry benchmark or best practice guidance, recommendations or similar reports for distribution to and consumption by Customer and other Tulip customers. For clarity, this Section 3.5 does not give Tulip the right to identify Customer as the source of any Aggregated Anonymous Data.

4. Security

Tulip agrees to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of any Service or Customer Data. However, Tulip will have no responsibility for errors in transmission, unauthorized third-party access or other causes beyond Tulip control.

5. Third-Party Platforms

The Services may support integrations with certain Third-Party Platforms. In order for the Services to communicate with such Third-Party Platforms, Customer may be required to input credentials in order for the Services to access and receive relevant information from such Third-Party Platforms. Enabling use of the Services with any Third-Party Platform, Customer authorizes Tulip to access Customer's accounts with such Third-Party Platform for the purposes described in this Agreement. Customer is solely responsible for complying with any relevant terms and conditions of the Third-Party Platforms and maintaining appropriate accounts in good standing with the providers of the Third-Party Platforms. Customer acknowledges and agrees that Tulip has no responsibility or liability for any Third-Party Platform or any Customer Data exported to a Third-Party Platform. Tulip does not guarantee that the Services will maintain integrations with any Third-Party Platform and Tulip may disable integrations of the Services with any Third-Party Platform at any time with or without notice to Customer. For clarity, this Agreement governs Customer's use of and access to the Services, even if accessed through an integration with a Third-Party Platform.

6. Ownership

6.1. Tulip Technology. This is an agreement for access to and use of the Services. Customer acknowledges that it is obtaining only a limited right to the Services and that irrespective of any use of the words "purchase", "sale" or like terms in this Agreement no ownership rights are being conveyed to Customer under this Agreement. Customer agrees that Tulip or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Services and all Documentation, professional services deliverables and any and all related and underlying technology and documentation and any derivative works, modifications or improvements of any of the foregoing, including as may incorporate Feedback (collectively, "Tulip Technology"). Except as expressly set forth in this Agreement, no rights in any Tulip Technology are granted to Customer. Further, Customer acknowledges that the Services are offered as an on-line, hosted solution, and that Customer has no right to obtain a copy of any of the Services, except for Tulip Code and the Tulip Applications in the format provided by Tulip.

6.2. Feedback. Customer, from time to time, may submit Feedback to Tulip. Tulip may freely use or exploit Feedback in connection with any of its products or services.

7. Subscription Term, Fees & Payment

7.1. Subscription Term and Renewals. Unless otherwise specified on the applicable Order Form, each Subscription Term will automatically renew for additional twelve month periods unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Subscription Term.

7.2. Fees and Payment . All fees are as set forth in the applicable Order Form and will be paid by Customer within thirty (30) days of invoice, unless (a) Customer is paying via Credit Card (as defined below) or (b) otherwise specified in the applicable Order Form. Except as expressly set forth in Section 9 (Limited Warranty) and Section 14 (Indemnification), all fees are non-refundable. The rates in the Order Form are valid for the initial twelve (12) month period of each Subscription Term and thereafter may be subject to an automatic adjustment increase of up to ten percent (10%) per year. Customer is responsible for paying all Taxes, and all Taxes are excluded from any fees set forth in the applicable Order Form. If Customer is required by Law to withhold any Taxes from Customer's payment, the fees payable by Customer will be increased as necessary so that after making any required withholdings, Tulip receives and retains (free from any liability for payment of Taxes) an amount equal to the amount it would have received had no such withholdings been made. Any late payments will be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

7.3. Payment Via Credit Card. If you are purchasing the Services via credit card, debit card or other payment card ("Credit Card"), the following terms apply:

1. Recurring Billing Authorization. If Customer payment terms are on a monthly basis, by providing Credit Card information and agreeing to purchase any Services, Customer hereby authorizes Tulip (or its designee) to automatically charge Customer's Credit Card on the same date of each calendar month (or the closest prior date, if there are fewer days in a particular month) during the Subscription Term for all fees accrued as of that date (if any) in accordance with the applicable Order Form. Customer acknowledges and agrees that the amount billed and charged each month may vary depending on Customer's use of the Services and may include subscription fees for the remainder of Customer's applicable billing period and overage fees for the prior month.
2. Foreign Transaction Fees. Customer acknowledges that for certain Credit Cards, the issuer of Customer's Credit Card may charge a foreign transaction fee or other charges.
3. Invalid Payment. If a payment is not successfully settled due to expiration of a Credit Card, insufficient funds, or otherwise, Customer remains responsible for any amounts not remitted to Tulip and Tulip may, in its sole discretion, either (i) invoice Customer directly for the deficient amount, (ii) continue billing the Credit Card once it has been updated by Customer (if applicable) or (iii) terminate this Agreement.
4. Changing Credit Card Information. At any time, Customer may change its Credit Card information by entering updated Credit Card information via the "Settings" page in Tulip Factory.
5. Termination of Recurring Billing. In addition to any termination rights set forth in this Agreement, Customer may terminate the Subscription Term by sending Tulip notice of non-renewal to support@tulip.co (<mailto:support@tulip.co>) in accordance with Section 7.1 (Subscription Term and Renewals) or, if Customer's Subscription Term is on a monthly basis

if otherwise permitted by Tulip), through Tulip Factory, with termination effective at the end of the current Subscription Term. As set forth in Section 2.9 (Trial Subscriptions), if Customer does not enter into a paid Subscription Term following a Trial Period, this Agreement and Customer's right to access and use the Services will terminate at the end of the Trial Period and Customer's Credit Card will not be charged.

6. Payment of Outstanding Fees. Upon any termination or expiration of the Subscription Term, Tulip will charge Customer's Credit Card (or invoice Customer directly) for any outstanding fees for Customer's use of the Services during the Subscription Term, after which Tulip will not charge Customer's Credit Card for any additional fees.

7.4. Suspension of Service. If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein), Tulip reserves the right to suspend Customer's access to the applicable Service (and any related services) without liability to Customer until such amounts are paid in full. Tulip also reserves the right to suspend Customer's access to the Services without liability to Customer if Customer's use of the Services is in violation of the AUP.

8. Term and Termination

8.1. Term. This Agreement is effective as of the Effective Date and expires on the date of expiration or termination of all Subscription Terms.

8.2. Termination for Cause. Either party may terminate this Agreement (including all related Order Forms) if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

8.3. Effect of Termination. Upon any expiration or termination of this Agreement, Customer will immediately cease any and all use of and access to all Services (including any and all related Tulip Technology) and delete (or, at Tulip request, return) any and all copies of the Documentation, any Tulip passwords or access codes and any other Tulip Confidential Information in its possession. Provided this Agreement was not terminated for Customer's breach, Customer may retain and use internally copies of all reports exported from any Service prior to termination. Customer acknowledges that following termination it will have no further access to any Customer Data input into any Service, and that Tulip may delete any such data as may have been stored by Tulip at any time. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

8.4. Survival. The following Sections will survive any expiration or termination of this Agreement: 2.7 (General Restrictions), 2.9 (Trial Subscriptions), 3.2 (Storage of Customer Data), 3.4 (Aggregated Anonymous Data), 6 (Ownership), 7.2 (Fees and Payment), 7.3 (Payment Via Credit Card), 8 (Term and Termination), 9.2 (Warranty Disclaimer), 11 (Limitation of Remedies and Damages), 12 (Indemnification), 13 (Confidential Information) and 15 (General Terms).

9. Limited Warranty

9.1. Limited Warranty . Tulip warrants, for Customer's benefit only, that each Service will operate in substantial conformity with the applicable Documentation. Tulip sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty will be, at no charge to Customer, for Tulip to use commercially reasonable efforts to correct the reported non-conformity, or if Tulip determines such remedy to be impracticable, either party may terminate the applicable Subscription Term and Customer will receive as its sole remedy a refund of any fees Customer has pre-paid for use of such Service for the terminated portion of the applicable Subscription Term. The limited warranty set forth in this Section 9.1 will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) to use provided on a no-charge, trial or evaluation basis.

9.2. Warranty Disclaimer . EXCEPT FOR THE LIMITED WARRANTY IN SECTION 9.1, ALL SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS". NEITHER TULIP NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. TULIP DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE , NOR DOES TULIP WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE CUSTOMER DATA WITHOUT LOSS OR CORRUPTION. TULIP SHALL NOT BE LIABLE FOR THE RESULTS OF ANY COMMUNICATIONS SENT OR ANY COMMUNICATIONS THAT WERE FAILED TO BE SENT USING THE SERVICES. TULIP SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF TULIP. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRE WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

10. Professional Services

Tulip will provide the professional consulting services ("Professional Services") purchased in the

applicable Order Form. The scope of Professional Services will be as set forth in a Statement of Work referencing this Agreement and executed by both parties describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information ("SOW"). Unless Professional Services are provided on a fixed-fee basis, Customer will pay Tulip at the per-hour rates set forth in the Order Form (or, if not specified, at Tulip then-standard rates) for any excess services. Customer will reimburse Tulip for reasonable travel and lodging expenses as incurred. Customer may use anything delivered as part of the Professional Services in support of authorized use of the Services and subject to the terms regarding Customer's rights to use the Service set forth in Section 2 (Tulip Services) and the applicable SOW, but Tulip will retain all right title and interest in and to any such work product, code or deliverables and any derivative, enhancement or modification thereof created by Tulip (or its agents).

11. Limitation of Remedies and Damages

11.1. Consequential Damages Waiver. EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS) SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

11.2. Liability Cap. Tulip AND ITS SUPPLIERS' ENTIRE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO TULIP DURING THE PRIOR TWELVE (12) MONTHS UNDER THIS AGREEMENT.

11.3. Excluded Claims. "Excluded Claims" means any claim arising (a) from Customer's breach of Section 2.7 (General Restrictions); (b) under Section 3.3 (Customer Obligations); or (c) from a party's breach of its obligations in Section 13 (Confidential Information) (but excluding claims arising from operation or non-operation of any Service).

11.4. Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

12. Indemnification

Tulip will defend Customer from and against any claim by a third party alleging that a Service when used as authorized under this Agreement infringes a U.S. patent, U.S. copyright, or U.S. trademark and will indemnify and hold harmless Customer from and against any damages and costs finally awarded against Customer or agreed in settlement by Tulip (including reasonable attorneys' fees) resulting from such claim, provided that Tulip will have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for Tulip to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of a Service is (or in Tulip opinion is likely to be) enjoined, if required by settlement or if Tulip determines such actions are reasonably necessary to avoid material liability, Tulip may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using such Service; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement and refund to Customer the fees paid by Customer for the portion of the Subscription Term that was paid by Customer but not rendered by Tulip. The foregoing indemnification obligation Tulip will not apply: (1) if such Service is modified by any party other than Tulip, but solely to the extent the alleged infringement is caused by such modification; (2) if such Service is combined with products or processes not provided by Tulip, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of such Service; (4) to any action arising as a result of Customer Data or any third-party deliverables or components contained within such Service; (5) to the extent the alleged infringement is not caused by the particular technology or implementation of the Service but instead by features common to any similar product or service; or (6) if Customer settles or makes any admissions with respect to a claim without Tulip prior written consent. THIS SECTION SETS FORTH TULIP AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT

13. Confidential Information

Each party (as "Receiving Party") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Tulip Technology, performance information relating to any Service, and the terms and conditions of this Agreement will be deemed Confidential Information of Tulip without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know

(including, for Tulip, the subcontractors referenced in Section 15.8 (Subcontractors)), provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section. The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employee of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

14. Co-Marketing

At the request of Tulip, Customer agrees to the issuance of a joint press release ("Press Release") on a mutually agreed upon date or the 90th day from the Effective Date, whichever is earlier. Each party will have the right to approve the Press Release in advance, but such approval will not be unreasonably delayed or withheld. Customer also agrees to participate in other reasonable marketing activities that promote the benefits of the Services to other potential customers and to use of Customer's name and logo on Tulip web site and in Tulip promotional materials. Customer agrees that Tulip may disclose Customer as a customer of Tulip.

15. General Terms

15.1. Assignment . This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 17.1 will be null and void.

15.2. Severability. If any provision of this Agreement will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

15.3. Governing Law; Dispute Resolution.

a) Direct Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, whether arising in contract, tort or otherwise, ("Dispute"), the parties shall first use their best efforts to resolve the Dispute. If a Dispute arises, the complaining party shall provide written notice to the other party in a document specifically entitled "Initial Notice of Dispute," specifically setting forth the precise nature of the dispute ("Initial Notice of Dispute"). If an Initial Notice of Dispute is being sent to Tulip it must be emailed to legal@tulip.co (<mailto:legal@tulip.co>) and sent via mail to:

Attn: Legal Department
Tulip Interfaces, Inc.
561 Windsor St. 2 Fl
Somerville, MA, 02143, USA

Following receipt of the Initial Notice of Dispute, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution of the Dispute that is satisfactory to both parties ("Direct Dispute Resolution"). If the parties are unable to reach a resolution of the Dispute through Direct Dispute Resolution within thirty (30) days of the receipt of the Initial Notice of Dispute, then the Dispute shall subsequently be resolved by arbitration as set forth below.

b) Arbitration. IN THE EVENT THAT A DISPUTE BETWEEN THE PARTIES CANNOT BE SETTLED THROUGH DIRECT DISPUTE RESOLUTION, AS DESCRIBED ABOVE, THE PARTIES AGREE TO SUBMIT THE DISPUTE TO BINDING ARBITRATION. BY AGREEING TO ARBITRATE, THE PARTIES AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL. The arbitration shall be conducted before a single neutral arbitrator, before JAMS in Boston, Massachusetts. The arbitration shall be administered by JAMS in accordance with this document and the JAMS Streamlined Rules and Procedures for the Arbitration, with one addition: The limitation of one discovery deposition per side shall be applied by the arbitrator, unless it is determined, based on all relevant circumstances, that more depositions are warranted. The arbitrator shall consider the amount in controversy, the complexity of the factual issues, the number of parties and the diversity of their interests and whether any or all of the claims appear, on the basis of the pleadings, to have sufficient merit to justify the time and expense associated with the requested discovery.

The arbitration will occur in Boston, Massachusetts, but the parties may choose to appear by person by phone, by another virtual means, or through the submission of documents.

The arbitrator will issue a ruling in writing. Any issue concerning the extent to which any dispute is subject to arbitration, the applicability, interpretation, or enforceability of this agreement shall be resolved by the arbitrator. To the extent state law is applicable, the arbitrator shall apply the substantive law of Massachusetts.

All aspects of the arbitration shall be treated as confidential and neither the parties nor the arbitrators may disclose the content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. The result of the arbitration shall be binding on the parties and judgment on the arbitrator's award may be entered in any court having jurisdiction. The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

c) Choice of Law and Jurisdiction. FOR ANY CLAIM WHICH IS NOT SUBJECT TO THIS DISPUTE RESOLUTION PROVISION, CUSTOMER AGREES TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN MIDDLESEX COUNTY, MASSACHUSETTS. IN ANY DISPUTE, MASSACHUSETTS LAW SHALL APPLY.

d) Construction and Joinder. THIS AGREEMENT MUST BE CONSTRUED AS IF IT WAS JOINTLY WRITTEN BY BOTH PARTIES. BOTH CUSTOMER AND Tulip AGREE THAT EACH MAY BRING OR PARTICIPATE IN CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS. NO ARBITRATION OR CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. IN THE EVENT OF ANY DISPUTE CONCERNING THE VALIDITY OR ENFORCEABILITY OF THIS PROVISION, SUCH CLAIM MUST BE ADJUDICATED BY A COURT AND NOT BY AN ARBITRATOR.

e) Injunctive Relief. Notwithstanding the above provisions, Tulip may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

15.4. Notice. Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section and will be deemed to have been received by the addressee (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

15.5. Amendments; Waivers. Except as otherwise provided herein, no supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement will be for administrative purposes only and will have no legal effect.

15.6. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer acknowledges that the Services are on-line, subscription-based products, and that in order to provide improved customer experience Tulip may make changes to the Services, and Tulip will update the applicable Documentation accordingly. The support and service level availability terms described in the Support Policy and the SLA may be updated from time to time upon reasonable notice to Customer to reflect process improvements or changing practices (but the modifications will not materially decrease Tulip obligations as compared to those reflected in such terms as of the Effective Date).

15.7. Force Majeure. Neither party will 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 unforeseen events that occur after the signing of this Agreement and that are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

15.8. Subcontractors . Tulip may use the services of subcontractors and permit them to exercise the rights granted to Tulip in order to provide the Services under this Agreement, provided that Tulip remains responsible for (i) compliance of any such subcontractor with the terms of this Agreement and (ii) for the overall performance of the Services as required under this Agreement.

15.9. Subpoenas. Nothing in this Agreement prevents Tulip from disclosing Customer Data to the extent required by law, subpoenas, or court orders, but Tulip will use commercially reasonable effort to notify Customer where permitted to do so.

15.10. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

15.11. Export Control. In its use of the Services, Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting country, (ii) Customer will not (and will not permit any of its users to) access or use the Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to the Services any information that is controlled under the U.S. International Traffic in Arms Regulations

15.12. Government End-Users. Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. All Services were developed fully at private expense. All other use is prohibited

15.13. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

Exclusive Limited Hardware Warranty

Tulip’s warranty obligations for all Hardware Products sold by Tulip are limited to the terms set forth below. To be eligible for this Exclusive Limited Warranty the Hardware products must be purchased through Tulip or through a Tulip Authorized Reseller with a valid Proof of Purchase.

Tulip warrants Tulip-branded Hardware Products against defects in materials and workmanship under normal use for a period of one year from the date of retail purchase by the original end-user purchaser (“Warranty Period”). Hardware Products include Tulip IO Gateway, Tulip Light Kit and/or any factory reconditioned version of the aforementioned Products.

If a hardware defect arises and a valid claim is received within the Warranty Period or, at our sole option and to the extent permitted by law, Tulip will either 1) repair the hardware defect at no charge using new or refurbished replacement parts, 2) exchange the Hardware Product with a Hardware Product that is new or reconditioned by Tulip or that has been manufactured from new or serviceable

used parts and is at least functionally equivalent to the original Hardware Product. Tulip may request that you replace defective parts with new or refurbished user-installable parts that Tulip provides in fulfillment of its warranty obligation. A replacement Hardware Product or part, including a user-installable part that has been installed in accordance with instructions provided by Tulip, assumes a remaining warranty for the original Hardware Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a Hardware Product or part is exchanged, any replacement item becomes your property and the replaced item becomes Tulip's property. Parts provided by Tulip in fulfillment of its warranty obligation must be used in Hardware Products for which warranty service is claimed. When a refund is given, the Hardware Product for which the refund is provided must be returned to Tulip unless specified otherwise.

Exclusions from and Limitation to Warranty

This Limited Warranty applies only to Hardware Products manufactured by or for Tulip that can be identified by the "Tulip" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Tulip Hardware Products or any software, even if packaged or sold with Tulip Hardware Products. Manufacturers, suppliers, or publishers, other than Tulip, may provide their own warranties to the end user purchaser, but Tulip, in so far as permitted by law, provides their Hardware Products "as is". Software distributed by Tulip with or without the Tulip brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the Terms of Service for details of your rights with respect to its use.

Tulip does not warrant that the operation of the Hardware Product will be uninterrupted or error-free. Tulip is not responsible for damage arising from failure to follow instructions relating to the Hardware Product's use.

This warranty does not apply: a) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; b) to damage caused by operating the Hardware Product outside the permitted or intended uses described by Tulip; c) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Tulip; d) to a Hardware Product or part that has been modified to alter functionality or capability without the written permission of Tulip; e) to consumable parts, unless damage has occurred due to a defect in materials or workmanship; f) to cosmetic damage, including but not limited to scratches, dents; or g) if any Tulip serial number has been removed or defaced. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. TULIP'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY TULIP IN ITS SOLE DISCRETION.

Disclaimer of Warranties; Limitation of Liability

Except as explicitly provided in these Terms, we do not guarantee, represent or warrant that your use of any Tulip Hardware Products will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the the Tulip Hardware Products will be accurate or reliable. Please refer to Section

In no event shall Tulip be liable for any loss, death, or bodily injury that you suffer, or that you cause any third party, in connection with your use of Tulip Hardware Products. To the fullest extent legally permitted Tulip EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPLICIT WARRANTY OF FITNESS for a particular usage, the particular nature and circumstances of said usage being unforeseen and unforeseeable to Tulip.

You expressly agree that your use of, or inability to use, Tulip Hardware Products is at your sole risk. Tulip Hardware Products delivered to you through the service are (except to the extent otherwise expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. SOME STATES OR COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

No Tulip reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, TULIP IS NOT RESPONSIBLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION OR ANY OTHER REASON, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION

OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH TULIP HARDWARE PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE HARDWARE PRODUCT. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Obtaining Warranty Service

Please access and review the online help resources referred to in the documentation accompanying this Hardware Product before requesting warranty service. If the Hardware Product is still not functioning properly after making use of these resources, please contact Tulip at support@tulip.co. You must assist in diagnosing issues with your Hardware Product and follow Tulip's warranty processes.

Tulip may restrict warranty service outside of Europe and the United States. Tulip may provide warranty service by i) servicing your Hardware Product or ii) by sending you new or refurbished customer-installable replacement Hardware Product or parts to enable you to service or exchange your own Hardware Product ("DIY Service").

Service options, parts availability, and response times may vary. Service options are subject to change at any time. In accordance with applicable law, Tulip may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty service.

Tulip will maintain and use customer information in accordance with the [Tulip Privacy Policy \(/privacy\)](#). THE CONTENTS OF YOUR HARDWARE PRODUCT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE. YOUR HARDWARE PRODUCT WILL BE RETURNED TO YOU, CONFIGURED AS ORIGINALLY PURCHASED, TO THE EXTENT THAT ORIGINAL CONFIGURATION IS RECOVERABLE, SUBJECT TO APPLICABLE UPDATES.

Repair Service Location

If we opt to service your Tulip Hardware Product, you will be responsible for packaging and shipping your Tulip Hardware Product to the service location requested. If you no longer have the original

packaging, Tulip may send you packaging material. If you are located in the United States or Europe, Tulip will provide pre-paid shipping way bills. Customers who purchase outside the United States or Europe may be required to cover the cost of shipping to a repair service location.

DIY Service

If we opt to send you a new or refurbished replacement Hardware Product or part, upon receipt of the replacement Hardware Product or part, the original Hardware Product or part becomes the property of Tulip and you agree to follow instructions, including, if required, arranging the return of original Hardware Product or part to Tulip in a timely manner. When providing DIY Service requiring the return of the original Hardware Product or part, Tulip may require a credit card authorization as security for the retail price of the replacement Hardware Product or part and applicable shipping costs. If you follow instructions, Tulip will cancel the credit card authorization, so you will not be charged for the Hardware Product or part and shipping costs. If you fail to return the replaced Hardware Product or part as instructed, Tulip will charge the credit card for the authorized amount.

Website and Online Store Terms of Service

This ecommerce website is operated by Tulip Interfaces, Inc.. Throughout the site, the terms “we”, “us” and “our” refer to Tulip. The terms “you” and “your” refer to you, the person or entity using the site and purchasing any service or product. Tulip offers this website, including all information, products, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By purchasing something from us, you engage in our “Service” and agree to be bound by the Tulip Terms of Service (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink., including our [Privacy Policy \(/privacy\)](/privacy). The Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. Please read these Website and Online Store Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new products, features or tools which are added to the current store shall also be subject to these Terms of Service. You can review the most current version of the Terms of Service a

any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Online Store Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your account and/or access to the site.

General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve a) transmissions over various networks; and b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms of Service.

Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current.

The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Modifications to the Service and Prices

Prices for our products are subject to change without notice.

We reserve the right to modify or discontinue the Service (or any part or content thereof) or any product without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Products or Services (if applicable)

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Service to any person or geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or Services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or

cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Optional Tools

We may provide you with access to third-party tools which we neither monitor nor have any control over. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

Third-Party Links

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

User Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions (for example sample apps, app template, etc) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation 1) to maintain any comments in confidence; 2) to pay compensation for any comments; or 3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property rights or these Terms of Service

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Personal Information

Your submission of personal information through the store is governed by our [Privacy Policy \(/privacy\)](#).

Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical error inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Tulip Acceptable Use Policy

This Acceptable Use Policy applies to Tulip's (a) websites, mobile or localized versions and related domains and subdomains) and (b) software as a service products and (c) hardware products ((a) , (b) (c) collectively, "Services"). To keep the Services running safely and smoothly, we need our users to agree not to misuse them. Specifically, you agree not to:

1. Probe, scan, or test the vulnerability of any system or network used with the Services;
2. Tamper with, reverse engineer or hack the Services, circumvent any security or authentication measures of the Service or attempt to gain unauthorized access to the Services (or any portion thereof) or related systems, networks or data;
3. Modify or disable the Services or use the Services in any manner that interferes with or disrupts the integrity or performance of the Services or related systems, network or data;
4. Access or search the Services by any means other than our publicly supported interfaces, or copy, distribute, or disclose any part of the Service in any medium, including without limitation by any automated or non-automated "scraping";
5. Overwhelm or attempt to overwhelm our infrastructure by imposing an unreasonably large load on the Services that consume extraordinary resources, such as by: (i) using "robots," "spiders," "offline readers" or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time using a normal browser; or (ii) going far beyond the use parameters for any given Service as described in its corresponding documentation;
6. Solicit any users of our Services for commercial purposes;
7. Use the Services to generate or send unsolicited communications, advertising or spam, or otherwise cause Tulip to become impaired in its ability to send communications on its own or on its customers' behalf;
8. Misrepresent yourself or disguise the origin of any data, content or other information you submit (including by "spoofing" "phishing", manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Tulip or any third party) or access the Services via another user's account without their permission;

9. Use the Services for any illegal purpose or in violation of any laws (including without limitation data, privacy and export control laws);
10. Use the Services to violate the privacy of others, or to collect or gather other users' personal information (including account information) from our Services;
11. Use the Services to stalk, harass, bully or post threats of violence against others;
12. Submit (or post, upload, share or otherwise provide) data, content or other information that (i) infringes Tulip's or a third party's intellectual property, privacy or other rights or that you don't have the right to submit (including confidential or personal information you are not authorized to disclose); (ii) that is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic, indecent, harassing, hateful, religiously, racially or ethnically offensive, that encourages illegal or tortious conduct or that is otherwise inappropriate in Tulip's discretion; (iii) contains viruses, bots, worms, scripting exploits or other similar materials; or (iv) that could otherwise cause damage to Tulip or a third party;
13. permit or encourage anyone else to commit any of the actions above.

Without affecting any other remedies available to us, Tulip may permanently or temporarily terminate or suspend a user's account or access to the Services without notice or liability if Tulip (in its sole discretion) determines that a user has violated this Acceptable Use Policy.

Contact Information

Questions about these Terms of Service should be sent to us through legal@tulip.co (<mailto:legal@tulip.co>).