Intellective End User Agreement

PLEASE READ THIS END USER AGREEMENT ("EUA") CAREFULLY BEFORE USING THE APPLICATION (THE "APPLICATION"). BY DOWNLOADING, INSTALLING, USING, OR OTHERWISE ACCESSING THE APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EUA, THAT YOU UNDERSTAND IT, THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, AND THAT YOU ARE AT LEAST 18 YEARS OF AGE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EUA, DO NOT DOWNLOAD OR MAKE ANY USE OF THE APPLICATION.

1. Grant of Access

The Application is made available to you as an Authorized User under a Software Agreement between Intellective and your company or other organization. Subject to your compliance with the terms and conditions of this EUA, Intellective grants you the non-exclusive, worldwide, non-transferable, and terminable right to use the Application. You acknowledge that this EUA is a binding and legally enforceable agreement between you and Intellective with respect to the Application. You acknowledge and agree that your use of the Application is governed by and subject to the terms of this EUA. You shall only use the Application in accordance with the terms of this EUA. You acknowledge and agree that your use of the Application is governed by and subject to the terms of the Software Agreement.

2. Rates and Fees

Intellective does not provide the equipment, internet connections, devices or service plans to access and use the Application. Intellective does not guarantee that the Application can be accessed on all wireless devices or wireless service plans. Intellective does not guarantee that the Application is available in all geographic locations. You acknowledge that when you use the Application, if on a mobile device, your wireless carrier may charge you fees for data, messaging and/or other wireless access. Check with your carrier to see if there are any such fees that apply to you. YOU ARE SOLELY RESPONSIBLE FOR ANY COSTS YOU INCUR TO ACCESS THE APPLICATION FROM YOUR MOBILE DEVICE.

3. Ownership

You acknowledge and agree that Intellective and its licensors own the Application, including, without limitation, any and all copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Application worldwide. The Application is protected by copyright laws and international copyright treaties, as well as other intellectual property laws. No ownership rights in the Application are transferred to you. You agree that nothing in this EUA or the Software Agreement gives you any right, title or interest in the Application, except for the limited express rights granted in this EUA.

4. Term

The term of this EUA begins upon your acceptance of this EUA, and terminates immediately and automatically, without any further action by you or Intellective, upon any of the following: (1) any termination of the Software Agreement; or (2) Intellective's delivery of written notice of termination of this EUA for any reason or no reason. Your right to use the Application terminates upon the effective date of any termination of this EUA.

5. Compliance with Laws

You agree to abide by all applicable laws in using the Application, including without limitation U.S. and other applicable export control laws. You agree not to transfer the Application without the prior written consent of Intellective. You certify that you are not a person with whom Intellective is prohibited from

transacting business under U.S. law. You shall not use the Application for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the U.S.

6. Restrictions

You agree not to (a) copy, modify, adapt, translate, or create derivative works of the Application; (b) merge the Application with other software other than as may be approved in writing by Intellective; (c) license, lease, rent, loan, or otherwise transfer or make available the Application to any third-party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to the Application, except and only to the extent that such activity is expressly permitted by law; (e) remove, alter, or obscure any confidentiality or proprietary notices of Intellective or its suppliers on the Application or its documentation; (f) allow third-parties to access or use the Application such as in a time-sharing arrangement or operate the Application as part of a service bureau or otherwise for the use or benefit of third-parties; (g) disclose performance benchmark results for the Application without Intellective's prior written consent; (h) bypass or breach any security device or protection used in connection with the Application or its documentation; (i) use the Application in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or that violates any applicable law; (j) use the Application in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Application could lead to personal injury or severe physical or property damage; (k) make excessive or extraordinary use of the Application or use it for tasks outside of standard processes; or (I) otherwise use the Application except as expressly allowed in this EUA.

7. Use of Data

You acknowledge that Intellective may collect data that you enter or make available via the Application or about your use of the Application. Intellective may use such data for its legitimate business purposes, such as to provide and improve its services and to comply with legal requirements. You further acknowledge that Intellective may disclose such data to third parties for the purposes of providing its services, to assist with the administration of any third-party services, or as required by law. You agree that you will not use the Application to store or process sensitive personal data, such as protected health information or other categories of sensitive information defined under applicable data protection or data privacy laws.

8. NO WARRANTY

NO WARRANTY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND INTELLECTIVE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE APPLICATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF GOOD TITLE, OF ACCURACY, OF QUIET ENJOYMENT, OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS, AND WARRANTIES THAT ARISE OR MAY BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. INTELLECTIVE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INTELLECTIVE SHALL CREATE A WARRANTY UNLESS IT IS SET FORTH IN WRITING, REFERENCES THIS EUA, AND IS SIGNED ON BEHALF OF INTELLECTIVE BY AN AUTHORIZED OFFICER.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL INTELLECTIVE'S LIABILITY ARISING OUT OF THIS EUA OR YOUR USE OF THE APPLICATION EXCEED FIFTY U.S. DOLLARS (US\$50). IN NO EVENT SHALL INTELLECTIVE OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR CLAIMS BY THIRD PARTIES, EVEN IF INTELLECTIVE OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

10. Governing Law

This EUA shall be governed by the laws of the State of Delaware without regard for its choice of law provisions. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located within the Commonwealth of Kentucky for the purposes of any proceedings arising out of the EUA.

11. Entire Agreement

The Agreement constitutes the entire, final and exclusive agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous, agreements, understandings and communications, whether written and oral.