

INTRIGUE SOFTWARE, INC.

TERMS OF USE

Effective June 8, 2009

1. Acceptance of Terms

a. By (i) using this Web site (the “*Site*”) of INTRIGUE Software, Inc. (“*INTRIG*”) with links to these Terms of Use (the “*General Terms*”), in any way, including using any of the services or functionality (“*Services*”) or Materials made available or enabled via the Site by INTRIG or users of the Site (“*Users*”), or (ii) merely browsing the Site, you agree to these General Terms and the INTRIG Privacy Policy, which is incorporated herein by reference. “Materials” includes any (x) information, data, documents, images, photographs, graphics, audio, videos, or webcasts, (y) products, and (z) INTRIG software code and associated documentation (“*Software*”), in each case made available or enabled by INTRIG or Users of the Site.

b. You may not use the Services, or accept the General Terms, if (i) you are not of legal age to form a binding contract with INTRIG, or (ii) you are prohibited by law from receiving or using the Services or Materials.

c. INTRIG makes certain Services and Materials available only if you have paid a fee or have provided INTRIG certain registration information. Some Services and Materials may also be subject to a subscription or other agreement, posted guidelines, rules, or terms of service (“*Additional Terms*”). If there is any conflict between the General Terms and the Additional Terms, the Additional Terms take precedence in relation to that Service or Material. The General Terms and any applicable Additional Terms are referred to herein as the “Terms”.

d. INTRIG may change the Terms from time to time at its sole discretion, including the imposition a charge for access to or use of a Service or Material. If such changes are made, INTRIG will make a new copy of the General Terms available at the Site, with any new Additional Terms made available to you from within or through the affected Service or Material. INTRIG may require you to provide consent to the updated Terms in a specified manner before further use of the Services or Material is permitted. Otherwise, your continued use of the Site or any affected Service or Material constitutes your acceptance of the changes. Your use of the Site, Materials and Services is subject to the most current version of the Terms posted on the Site, or within or through the affected Service or Material, at the time of such use. Please regularly check the Site to view the then-current Terms.

e. Services and Materials provided by third parties are governed by separate agreements accompanying such Services and Materials. INTRIG is not responsible for such agreements.

2. Use of Site, Services and Materials

a. You agree to adhere to all limitations on dissemination, use and reproduction of any Services or Materials that you download or access from the Site.

b. INTRIG has no responsibility or liability for the deletion or accuracy of any Materials, the failure to store, transmit or receive transmission of Materials, or the security, privacy, storage or transmission of other communications originating with or involving use of the Services.

c. You agree to use the Services and the Materials only for purposes that are permitted by the Terms and any applicable law, regulation, or generally accepted practices or guidelines in any applicable jurisdiction (including any laws regarding the export of data or software to and from the United States or other applicable countries) (“*Law*”).

d. You agree not to access or attempt to access the Services or Materials by any means other than the interface provided by INTRIG.

3. Ownership

a. The Site, Services and Materials may be protected by copyright, trademark, trade dress, patent, trade secret, unfair competition, and other intellectual and proprietary rights (the “*Intellectual Property Rights*”). Except as expressly provided in the Terms, INTRIG and its suppliers do not grant any express or implied rights to use the Site, Services and Materials.

b. The trademarks, logos and service marks displayed on the Site (the “*Marks*”) are the property of INTRIG. You are not permitted to use the Marks without the prior consent of INTRIG.

4. Use of Software

a. Any Software that is made available via the Site is the property of INTRIG. Use of such Software is governed by the terms of the license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the Site page(s) accompanying the Software. Other license terms may only be posted with the Software downloads or at the Site page where the Software can be accessed. You shall not use, download or install any Software that is accompanied by or includes a license agreement unless you agree to the terms of such license agreement. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, redistribution or use on a service bureau basis. If there is any conflict between the Terms and the license agreement, the license agreement shall take precedence in relation to that Software (except for as provided in the following sentence). If the Software is a pre-release version, then, notwithstanding anything to the contrary included within an accompanying license agreement, you are not permitted to use or otherwise rely on the Software for any commercial or production purposes.

b. The Software may automatically download and install updates from INTRIG from time to time. These updates are designed to improve, enhance and further develop the Services

and may take the form of bug fixes, enhanced functions, new Software modules and completely new versions. You agree to receive such updates (and permit INTRIG to deliver these to you with or without your knowledge) as part of your use of the Services.

5. Use of INTRIG Materials

a. Except as indicated to the contrary in any applicable Additional Terms, INTRIG hereby grants you a license to view, download and print Materials provided by INTRIG (“*INTRIG Materials*”), subject to the following conditions:

i. You may access and use the INTRIG Materials solely for personal, informational, non-commercial and internal purposes, in accordance with the Terms;

ii. You may not modify or alter the INTRIG Materials;

iii. You may not distribute or sell, rent, lease, license or otherwise make the INTRIG Materials available to others; and

iv. You may not remove any text, copyright or other proprietary notices contained in the INTRIG Materials.

b. INTRIG reserves the right to revoke the authorization to view, download and print the INTRIG Materials at any time, and any such use shall be discontinued immediately upon notice from INTRIG.

c. Software is subject to the additional provisions governing Software set forth herein.

d. The rights specified above are not applicable to the design, layout or look and feel of the Site. Such elements of the Site are protected by Intellectual Property Rights and may not be copied or imitated in whole or in part. No mark, graphic, sound or image from the Site may be copied or retransmitted unless expressly permitted by INTRIG. In addition, various sections of the Sites may showcase the work of creative professionals. Such Materials may be protected by Intellectual Property Rights, and are for display purposes only. Accordingly, you may not download or print these works unless there is a notice associated with the work expressly permitting such uses.

6. User Conduct

a. You acknowledge and agree that by accessing or using the Site, Services or Materials, you may be exposed to Materials from others that may be considered offensive, indecent or otherwise objectionable.

b. You agree not to use, or to encourage or permit others to use, the Site, Materials, or Services to:

- i. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- ii. Forge headers or otherwise manipulate identifiers to disguise the origin of any of Materials posted on or transmitted through the Services;
- iii. Use the Site, Services or Materials such that it will mislead a User into believing that they are interacting directly with INTRIG or any Service;
- iv. Use any INTRIG domain name as a pseudonymous return email address;
- v. Access or use the Site or Services in any manner that could damage, disable, overburden or impair any INTRIG server or the networks connected to any INTRIG server;
- vi. Interfere with or disrupt the Site or Services or violate any applicable Laws related to the access to or use of the Site or Services, violate any requirements, procedures, policies or regulations of networks connected to the Site or Services, or engage in any activity prohibited by the Terms;
- vii. Disrupt or interfere with the security of, or otherwise cause harm to, the Site or any Services, Materials, systems resources, accounts, passwords, servers or networks connected to or accessible through the Site or any affiliated or linked sites;
- viii. Disrupt, interfere with, or inhibit any other User from using and enjoying the Site, Services or Materials, or other affiliated or linked sites;
- ix. Access or attempt to access any Material that you are not authorized to access or through any means not intentionally made available through the Site or Services;
- x. Reproduce, sell, trade, resell or exploit for any commercial purpose, any portion of the Site, the Services or any Materials, use of any Service or Materials, or access to any Service or Materials; or
- xi. Use any data mining, robots, or similar data gathering and extraction methods in connection with the Site, Services or Materials.

7. Investigations

- a. INTRIG, in its sole discretion but without obligation, may monitor or review the Services and Materials at any time.
- b. Although INTRIG does not generally monitor User activity occurring in connection with the Site, Services or Materials, if INTRIG becomes aware of any possible violations by you of any provision of the Terms, INTRIG reserves the right to investigate such violations, and INTRIG may, at its sole discretion, immediately terminate your license to use the

Site, Services, or Materials, in whole or in part, without prior notice to you. If, as a result of such investigation, INTRIG believes that criminal activity has occurred, INTRIG reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable Law, INTRIG is entitled to disclose any information or Materials, in INTRIG's possession in connection with your use of the Services to (i) comply with applicable Law, legal process or governmental request; (ii) enforce the Terms; (iii) respond to your requests for customer services; or (iv) protect the rights, property or personal safety of INTRIG, its Users or the public, and law enforcement or other government officials, as INTRIG in its sole discretion believes to be necessary or appropriate.

8. Feedback

By submitting ideas, suggestions, documents and/or proposals ("**Feedback**") to INTRIG through its suggestion, feedback, wiki, forum or similar web pages, you acknowledge and agree that (i) your Feedback does not contain the confidential or proprietary information of your or of third parties; (ii) INTRIG is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (iii) INTRIG, in its discretion, shall be entitled to use and disclose such Feedback for any purpose, in any way, in any media worldwide; (iv) INTRIG may have something similar to the Feedback already under consideration or in development; (v) the Feedback automatically becomes INTRIG's property without any obligation to you; and (vi) you are not entitled to any compensation or reimbursement of any kind from INTRIG for the Feedback under any circumstances.

9. Links to Third Party Sites

The Site, Services and Materials may include links that will take you to other sites outside of the Site ("**Linked Sites**"). The Linked Sites are provided by INTRIG to you as a convenience and the inclusion of the links does not imply any endorsement by INTRIG of any Linked Site. INTRIG has no control of the Linked Sites and you agree that INTRIG is not responsible for the availability or contents of any Linked Site (including any advertising, products or other materials on or available from such Linked Site), any link contained in a Linked Site, or any changes or updates to a Linked Site.

10. Modifications to Site, Services and Materials

INTRIG may at any time and from time to time modify or discontinue, temporarily or permanently, the Site, Services, or Materials, or any portion thereof, with or without notice. You agree that INTRIG shall not be liable to you or any third party for any modification, suspension or discontinuance of the Site, Services, or Materials.

11. Termination

The Terms will continue to apply until terminated by either you or INTRIG as set forth below.

a. If you want to terminate your agreement with INTRIG, you may do so by (i) notifying INTRIG at any time and (ii) closing your accounts for all of the Services or

Materials that you use, where INTRIG has made this option available to you. Your notice should be sent, in writing, to INTRIG's address set forth below.

- b. INTRIG may at any time terminate its agreement with you if:
 - i. You have breached any provision of the Terms (or have acted in a manner that clearly shows you do not intend to, or are unable to, comply with the Terms);
 - ii. INTRIG is required to do so by Law (for example, where the provision of the Site, Services or Materials to you is, or becomes, unlawful);
 - iii. The provision of the Services to you by INTRIG is, in INTRIG's opinion, no longer commercially viable; or
 - iv. INTRIG has elected to discontinue the Site, Services or Materials (or any part thereof).
- c. Except as may be set forth in any Additional Terms applicable to a particular Service, termination of your account may include: (i) removal of access to all offerings within the Services; (ii) deletion of your personal information, log-in ID and password, and all related information, files and Materials associated with or inside your account (or any part thereof); and (iii) barring of further use of the Services.
- d. You agree that all terminations for cause shall be made in INTRIG's sole discretion and that INTRIG shall not be liable to you or any third party for any termination of your account, or access to the Site, Services and Materials.
- e. Upon expiration or termination of the Terms, you shall promptly discontinue use of the Site, Services and Materials. However, Sections 3, 11, 12, 14, 17, 18 and 19 will survive any termination or expiration of the Terms.

12. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. THE SITE, SERVICES AND MATERIALS ARE PROVIDED BY INTRIG "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INTRIG MAKES NO WARRANTY THAT (I) THE SITE, SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (III) THE QUALITY OF THE SITE, SERVICES OR MATERIALS WILL MEET YOUR EXPECTATIONS; OR THAT (IV) ANY ERRORS OR DEFECTS IN THE SITE, SERVICES OR MATERIALS WILL BE

CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM INTRIG OR THROUGH OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

b. INTRIG SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR USE OF THE SITE AND MATERIALS, OR YOUR PARTICIPATION IN ANY SERVICES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. INTRIG ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR SIMILAR CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE SITE OR ANY OF THE SERVICES.

c. INTRIG DOES NOT CONTROL, ENDORSE OR ACCEPT RESPONSIBILITY FOR ANY MATERIALS OR SERVICES OFFERED BY THIRD PARTIES, INCLUDING THIRD PARTY VENDORS AND THIRD PARTIES ACCESSIBLE THROUGH LINKED SITES. INTRIG MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT, AND SHALL NOT BE LIABLE FOR, ANY SUCH THIRD PARTIES, THEIR MATERIALS OR SERVICES. ANY DEALINGS THAT YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK.

d. INTRIG WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD OR ACCOUNT IN CONNECTION WITH THE SITE OR ANY SERVICES OR MATERIALS, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.

13. International Users

a. This Site can be accessed from countries around the world and may contain references to Services and Materials that are not available in your country.

b. This Site is controlled, operated and administered by INTRIG from its offices in the United States of America. INTRIG makes no representation that the Site, Services or Materials are appropriate or available for use at other locations outside the United States, and access to the Site from jurisdictions where the Site, Services or Materials are illegal is prohibited. INTRIG reserves the right to block access to the Site, Services or Materials by certain international users. If you access the Site from a location outside the United States, you are responsible for compliance with all local Laws.

14. Limitation of Liability

IN NO EVENT SHALL INTRIG, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA OR

PROFITS, WHETHER OR NOT FORESEEABLE OR IF INTRIG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE SITE, SERVICES OR MATERIALS. NOTHING IN THE TERMS SHALL LIMIT OR EXCLUDE INTRIG'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF INTRIG OR ITS EMPLOYEES, OR FOR DEATH OR PERSONAL INJURY.

15. Notification of Copyright Infringement

a. INTRIG respects the Intellectual Property Rights of others and expects its users to do the same. INTRIG will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("**DMCA**") and its response to such notices may include removing or disabling access to the allegedly infringing content, terminating the accounts of repeat infringers, and/or making good-faith attempts to contact the user who posted the content at issue so that he may, where appropriate, make a counter-notification.

b. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is hosted on the INTRIG Site, on sites linked to or from this Site, or in connection with the Services or Materials, please provide, pursuant to the DMCA, written notification via regular mail or via fax of claimed copyright infringement to INTRIG (contact information below), which must contain all of the following elements:

i. A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;

ii. A description of the copyrighted work(s) that you claim have been infringed and identification of what content in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled;

iii. A description of where the content that you claim is infringing is located on the INTRIG Site;

iv. Information sufficient to permit INTRIG to contact you, such as your physical address, telephone number and e-mail address;

v. A statement by you that you have a good faith belief that the use of the content identified in your notice in the manner complained of is not authorized by the copyright owner, its agent or the law; and

vi. A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Before you file such a notification, please carefully consider whether or not the use of copyrighted material at issue is protected by the “fair use” doctrine, as you could be liable for costs and attorneys’ fees should you file a takedown notice where there is no infringing use. If you are unsure whether a use of your copyrighted material constitutes infringement, please contact an attorney before you file your notice or consult publicly available reference materials.

c. INTRIG’s “Copyright Agent” for notice of claims of copyright infringement can be reached as follows:

INTRIGUE Software, Inc.
Attn: Copyright Agent
P.O. Box 164065
Fort Worth, TX 76161-4065

The Copyright Agent will not remove content from the INTRIG Site in response to phone or email notifications regarding allegedly infringing content, since a valid DMCA notice must be signed, under penalty of perjury, by the copyright owner or by a person authorized to act on his or her behalf. All other inquiries directed to the Copyright Agent will not be responded to.

16. Export Control Laws

You acknowledge and agree that products, services or technology provided by INTRIG are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, reexport, or transfer INTRIG products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

17. Indemnity and Liability

You agree to indemnify and hold INTRIG and its subsidiaries, affiliates, officers, agents, employees, co-branders or other partners, and licensors harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of your use of the Site, Services or Materials, your connection to the Site, Services or Materials, the actions of any member of your Group, your access to or use of Linked Sites and your connections therewith, any dealings between you and any third parties advertising or promoting via the Site, Services or Materials, your violation of the Terms, or your violation of any rights of another, including any Intellectual Property Rights.

18. Resolution of Disputes

a. All matters relating to your access to, or use of, the Site, Services or Materials shall be governed by the Laws of the State of Texas, without regard to conflict of laws principles thereof. You agree that any claim or dispute you may have against INTRIG must be resolved by a court located in Tarrant County, Texas, except as otherwise agreed by the parties, or as set forth below. You agree to submit to the personal jurisdiction of the courts located in Tarrant County, Texas, for the purpose of litigating such claims or disputes. The parties specifically

disclaim the U.N. Convention on Contracts for the International Sale of Goods.

b. All claims you bring against INTRIG must be resolved in accordance with this section. All claims filed or brought contrary to this section shall be considered improperly filed. Should you file a claim contrary to this section, INTRIG may recover attorneys' fees and costs up to \$1,000, provided that INTRIG has notified you in writing of the improperly filed claim and you have failed to properly withdraw the claim.

c. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Site, Services or Materials in violation of the Terms you agree that INTRIG shall be entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

19. General

a. Any notice provided to INTRIG pursuant to the Terms should be sent to

INTRIGUE Software, Inc.
P.O. Box 164065
Fort Worth, TX 76161-4065

b. INTRIG may provide you with notices, including those regarding changes to the Terms, by email, regular mail, text message, postings on the Site or within the Services, or other reasonable means now known or hereafter developed.

c. The Terms constitute the entire agreement between INTRIG and you with respect to your access to or use of the Site, Services and Materials and supersede any prior agreements between you and INTRIG on such subject matter.

d. You may not assign or otherwise transfer the Terms, or any right granted hereunder, without INTRIG's written consent.

e. If for any reason a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

f. Any failure by INTRIG to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver of that provision or right.