

## TERMS AND CONDITIONS

### 1. Overview of the Service

As used in these Terms and Conditions the terms “**You**” and “**Your**” encompass each user accessing the service to which you have subscribed (the “**Service**”) by means of a valid account established by You, including, if you are a corporation or other similar legal entity, all employees of Your corporation or other similar entity (“**Users**”).

The Service consists of access to an application via the Internet. Certain elements of the Service may require the installation of certain software by You.

You have entered into a Subscription Agreement (the “**Subscription Agreement**”) with InfoHandler, Inc. (“**InfoHandler**”) pursuant to which InfoHandler has granted to You a non-exclusive license to use the Service via the Internet.

InfoHandler may change the Service or these Terms and Conditions from time to time. You will be informed of any significant changes to the Service or these Terms and Conditions, if any, from time to time.

You are responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Service, and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Service.

### 2. Use of Proprietary Software

A. You (and, if You are a corporation or other similar legal entity, Your Users) will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the software used to provide and operate the Service (“**Software**”); (ii) modify, translate or create derivative works based on the Software; (iii) rent, lease, distribute, sell, resell, assign, display, host, outsource, disclose or otherwise commercially exploit or otherwise transfer rights to the Software or make the Service or Software available to any third party; (iv) use the Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) remove any proprietary notices or labels on the Software; or (vi) copy, reproduce, post or transmit the Software in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording or other means. You (and, if You are a corporation or other similar legal entity, Your Users) will make every reasonable effort to prevent unauthorized third parties from accessing the Service. You acknowledge that InfoHandler and its licensors retain exclusive ownership throughout the world of all Software, any portions or copies thereof, and all rights therein, including, without limitation, any suggestions, enhancement requests, feedback, recommendation or other information provided by You or any other party relating to the Service. Upon termination for any reason of the Subscription Agreement, Your right to use the Service will terminate, and You (and, if You are a corporation or other similar legal entity, Your Users) will cease to use or have access to the Software.

B. The Service and Software provided to You and all information, documents and materials on any websites related to the Service are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of InfoHandler’s websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively “**Marks**”) are and will at all times remain the exclusive property of InfoHandler. Nothing in the Subscription Agreement or these Terms and Conditions grants You the right or license to use any of the Marks.

C. You acknowledge and agree that the Software may be incorporated into, and may incorporate itself, software and other technology owned and controlled by third parties. InfoHandler emphasizes that InfoHandler will only incorporate such third party software or technology for the purpose of: (i) adding new or additional functionality, or (ii) improving the technical performance of the Software and/or the Service. Certain third party software incorporated into the Software is subject to various other terms and conditions

imposed by the licensors of such third party software; as applicable, the terms of your use of such third party software is subject to and governed by their respective licenses, except that Sections 3(b) and 3(c) of the Subscription Agreement also govern Your use of such third party software. The relevant licenses and/or notices for such third party software, if any, may be found at [www.infohandler.com](http://www.infohandler.com). You agree to comply with terms and conditions contained in all such third party software licenses. Upon termination for any reason of the Subscription Agreement, You will uninstall any third party software installed by You on any computer hardware and communications equipment and licensed to You solely in connection with Your use of the Service. You are further notified that certain persons and entities who have licensed such third party software to InfoHandler and/or InfoHandler are third party beneficiaries to this Agreement as it applies to their software product(s) included in the Software. Any and all other third party software or technology that may be distributed together with the Software will be subject to You explicitly accepting a license agreement with that third party. You acknowledge and agree that you will not enter into a contractual relationship with InfoHandler regarding such third party software or technology and you will look solely to the applicable third party and not to InfoHandler to enforce any of Your rights.

D. You grant to InfoHandler the non-exclusive, worldwide right to use, copy, transmit and display any data, information or other materials provided to InfoHandler by You in the course of using the Service (“**Your Data**”) solely to the extent necessary to provide the Service to You. You acknowledge and agree that Your Data may be transferred outside of Your jurisdiction where You or Your users are located. In addition, You acknowledge and agree that it is Your obligation to inform third parties of the processing of Your Data and to ensure that any required third parties have given their consent to such processing as required by all applicable data protection legislation. You will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Your Data.

### **3. Restrictions and Policies**

A. You will comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with Your use of the Service, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which InfoHandler controls and operates the Service. Unlawful activities may include, without limitation, storing, distributing or transmitting any unlawful material, attempting to compromise the security of any networked account or site, or making direct threats of physical harm. You hereby agree to defend, indemnify and hold InfoHandler harmless against any claim or action that arises from Your use of the Service in an unlawful manner or in any manner inconsistent with the restrictions and policies stated herein. You will ensure that any use of the Service by Your Users is in accordance with the terms of the Subscription Agreement and these Terms and Conditions. You agree not to transmit or permit Your Users to transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind.

If InfoHandler receives a complaint regarding Your use of the Service or the Software, InfoHandler may undertake an immediate investigation and may disable, deactivate, or otherwise electronically terminate Your access to the Software and the Service (including, without limitation, Your access to certain functions of the Software and the Service).

B. It is InfoHandler’s policy to respect the privacy of its users. InfoHandler will not share, rent, sell or trade personal information (including e-mail addresses) that identifies customers or users to third parties (other than InfoHandler’s authorized representatives). InfoHandler will not share, rent, sell or trade Your Data. However, InfoHandler (and/or InfoHandler’s authorized representatives) may use this information to contact You to ensure that You are satisfied with the Service, learn about any ideas You may have to improve InfoHandler’s offerings, call Your attention to additional offerings or services provided by InfoHandler (and/or InfoHandler’s authorized representatives), and communicate other information that InfoHandler (and/or InfoHandler’s authorized representatives) believes will be useful. In addition, InfoHandler (and/or InfoHandler’s authorized representatives) may share e-mail address and other information required to ensure that InfoHandler’s contractors can provide service and support to You.

InfoHandler may occasionally ask You to provide demographic or personal preference data. If You elect to provide such data, InfoHandler may use such data to analyze the characteristics of InfoHandler's customers and visitors to InfoHandler's web site(s). InfoHandler may also use such data to customize the specific information provided to You, or tailor it to better meet Your needs. InfoHandler may share such information with InfoHandler's authorized representatives without notifying You and may share information aggregated from such data with third parties without notifying You.

Your Data is considered confidential. InfoHandler's privacy policy is subject only to InfoHandler's obligation to comply with applicable laws and lawful government requests, to operate its business properly (including, without limitation, the disclosure of Your Data to InfoHandler's third party providers to the extent necessary to provide the Service; provided, however, that InfoHandler has a non-disclosure agreement in place with such third party provider that protects Your Data against disclosure in a manner no less protective than these Terms and Conditions), and to protect its users or itself. InfoHandler reserves the right at any time to change its privacy policy upon thirty (30) days notice to users, which notice may be sent by e-mail. InfoHandler reserves the right to contact users of the Service via e-mail or other means to inform them of their account status or changes or alterations to the service, or to inform them about additional offerings or services being provided or contemplated.

C. InfoHandler will use all reasonable efforts to protect Your Data behind a secure firewall system, to conduct daily data backups, and to store weekly full-system backup in a separate, fire-safe facility.

#### **4. Passwords and Security**

You will choose or be given all applicable passwords to use in connection with the Service. You are entirely responsible for maintaining the confidentiality of Your passwords and account (including, if applicable, the passwords and accounts of each User accessing the Service by means of an account established by You). Furthermore, You are entirely responsible for any and all activities that occur under Your account (including, if applicable, the accounts of each user accessing the Service by means of an account established by You), and You will ensure that You exit from Your account at the end of each session. InfoHandler cannot and will not be liable for any loss or damage arising from Your failure to comply with these requirements or the Subscription Agreement.

In order for You to access and use Your Data, You will be assigned a Username and you will select a Password. Your Password must be selected carefully and must include both upper- and lower- case letters and at least one number or symbol. You must protect your Password and never share it with others. You will access Your Data through an Internet Browser using Your Username and Password. InfoHandler may collect and scan signatures. You agree that this digitized signature may be attached to information You have entered affirming that you have protected your password and that you entered the data. You, and You alone, will bear responsibility for the information attested to using Your signature. InfoHandler cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements or the Subscription Agreement.

#### **5. Termination**

In addition to any expiration or termination of the Subscription Agreement pursuant to its terms, InfoHandler may immediately disable, deactivate, or otherwise electronically terminate Your access to the Software and the Service (including, without limitation, certain functions of the Software and the Service) if You (and, if You are a corporation or other similar legal entity, Your Users) are in breach of these Terms and Conditions. Upon expiration or termination of the Subscription Agreement, You will immediately cease all use of the Service, including the Software and any documentation. The following provisions of these Terms and Conditions will survive termination or expiration of the Subscription Agreement and these Terms and Conditions: Section 2 (regarding ownership), 3, 4, 5, 6, 7 and 8. Termination is not an exclusive remedy and all other remedies will be available whether or not the license granted herein is terminated.

## **6. Disclaimer**

InfoHandler is not responsible for obsolescence of the Software that may result from changes in Your requirements. InfoHandler assumes no responsibility for the use of superceded, outdated or uncorrected versions of the Software.

## **7. U.S. Government Matters**

You may not remove or export from the United States or allow the export or re-export of any part of the Software or applicable documentation, if any, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in the Federal Acquisition Regulations (“**FAR**”) section 2.101, the software and documentation licensed in the Subscription Agreement and these Terms and Conditions are “commercial items” and according to the Department of Defense Federal Acquisition Regulations (“**DFAR**”) section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Subscription Agreement and these Terms and Conditions, and will be prohibited except to the extent expressly permitted by the terms of the Subscription Agreement and these Terms and Conditions.

## **8. Notices**

InfoHandler may give notice applicable to InfoHandler’s general Service customer base by means of a general notice on the Service and notices specific to You by electronic mail to Your e-mail address on record with InfoHandler or by written communication sent by facsimile, first class mail or pre-paid post to Your facsimile number or address on record with InfoHandler. All notices will be deemed to have been given two days after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending by confirmed facsimile, email or posting to the Service.

## **9. Miscellaneous**

These Terms and Conditions are not for the benefit of any third party, whether directly or indirectly (including, if applicable, any User accessing the Service by means of an account established by You). The failure to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms and Conditions will otherwise remain in full force and effect and enforceable. These Terms and Conditions are not assignable, transferable or sublicensable by You except with InfoHandler’s prior written consent. THESE TERMS AND CONDITIONS WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF OR THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. YOU AND INFOHANDLER AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN WAKE COUNTY, NORTH CAROLINA.