

USER AGREEMENT AND PRIVACY POLICY

THIS USER AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN USER, WHETHER AN INDIVIDUAL, COMPANY, ENTITY OR BUSINESS ("USER"), AND XENNSOFT LLC, A UTAH LIMITED LIABILITY COMPANY ("COMPANY") (COLLECTIVELY THE "PARTIES"). YOU MUST BE OVER EIGHTEEN YEARS OF AGE AND AN AUTHORIZED DISTRIBUTOR, DEALER OR AGENT OF SOME OTHER LICENSEE UNDER CONTRACT WITH COMPANY TO ENTER INTO THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INDICATING YOUR ACCEPTANCE BELOW. BY INDICATING YOUR ACCEPTANCE BELOW, YOU AS USER ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS LISTED HEREIN. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS LISTED BELOW, DECLINE WHERE INSTRUCTED. IF YOU DECLINE, YOU WILL NOT BE GRANTED ANY RIGHTS UNDER THIS AGREEMENT AND YOU MAY NOT USE THIS WEBSITE, MOBILE APPS, THE SOFTWARE OR RELATED RIGHTS AND SERVICES (WEBSITE).

1. Grant of License.

- 1.1 License.** Subject to the terms and conditions of this Agreement and subject to termination as provided herein, Company agrees to grant to User, and User agrees to accept, a limited, personal, non-transferable, nonexclusive license authorizing User: (a) to use this website, mobile applications, rights and services in strict accordance with the terms and conditions of this Agreement and as permitted through instructions on this Website, as determined by Company from time to time (hereinafter the "Website"); and (b) to execute and run the computer programs provided in connection with this Website, as determined by Company from time to time, solely in object code form, to execute and run all revisions, updates, enhancements, patches, fixes and new modules or add-ons to the same as may be provided in connection with this Website, as determined by Company from time to time, solely in object code form, and to use the accompanying manuals, literature and other materials provided in connection with this Website, as determined by Company from time to time (all of the foregoing in this subsection (b) are hereinafter sometimes collectively referred to as the "Software") (all rights described in this subsection 1.1 are hereinafter sometimes collectively referred to as the "Licensed Rights"). No other rights are granted to User with respect to the Website, Software or Licensed Rights except as expressly provided otherwise in this Agreement.
- 1.2 License Limitations** All use of the Website and Software by User must be within the scope of the Licensed Rights. All of the Licensed Rights shall be exercised in conformity to Company's requirements, procedures and policies as provided by Company to User from time to time. Company reserves the right to modify all such requirements, procedures and policies, and any and all of the terms and conditions of this Agreement, including, without limitation, User's right to use the Website, Software and Licensed Rights, from time to time, in its sole discretion. All use of the Website, Software and Licensed Rights by User must be in the furtherance of User's legitimate business purposes as a distributor, dealer or agent of that certain third party licensee (hereinafter the "Licensee") under contract with Company pursuant to that certain Hosting and Application Service Provider Agreement (hereinafter the "Licensee Agreement"). All other use of the Website, Software and Licensed Rights by User, directly or indirectly, in hardcopy, electronic, or any other form, format, medium or means, is prohibited.
- 1.3 Title and Confidentiality as to Website and Software.** Title and full ownership rights to the Website and Software licensed under this Agreement, including, without limitation, all elements thereof, and all copyrights, patents, patent rights, trademarks, service marks, trade names and other intellectual property rights therein and thereto, and any copies of the same, nationally and internationally, remain with Company. It is agreed that the Website and Software are proprietary, confidential, trade secret property of Company, whether or not any portions thereof are or may be copyright registered, and User shall take all reasonable steps necessary to protect the confidential nature of the Website and Software as it would take to protect its own confidential and trade secret

information. User further agrees that it shall not use, copy, remove, or make any disclosure of any or all such Website and/or Software (including methods or concepts utilized therein) to anyone, except to employees working for User to whom such disclosure is necessary to the use for which rights are granted hereunder and then only to the extent reasonably necessary. User shall appropriately notify all such employees to whom any such disclosure is to be made that such disclosure is made in confidence subject to the terms hereof and User shall require them to keep such information in confidence and subject to the terms hereof. The obligations imposed by this subsection upon User and its employees shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this Agreement if User is required to disclose or make the Website or Software available to a third party or to a court if the Website or Software are subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced or disclosed.

1.4 Title and Confidentiality as to Data. All information, data and documents relating to Licensee and User, or the business of Licensee or User, downloaded, stored, posted or communicated on Company's Website, the Software or system by or on behalf of Licensee or User (the "Data"), including all copies of such Data, shall be the sole and exclusive property of Licensee. It is further agreed that the Data is the proprietary, confidential, trade secret property of Licensee, and Company shall take reasonable steps necessary to protect the confidential nature of the Data in its possession as it would take to protect its own confidential and trade secret information. Company further agrees that it shall not make any disclosure of any or all such Data to third parties, except to Company employees and others to whom such disclosure is necessary to the use for which rights are granted hereunder and then only to the extent reasonably necessary, and Company shall not use the Data for any purpose other than that contemplated by this Agreement. Notwithstanding anything in this Agreement to the contrary, it is agreed that Company may display and use the Data as Company deems appropriate for purposes of promoting the Website, Software, Licensed Rights and related goods and services to others, including, without limitation, to other distributors, dealers and agents. In addition, it shall not be a breach of this Agreement if Company is required to disclose or make the Data available to a third party or to a court if the Data is subpoenaed through a court of competent jurisdiction or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced or disclosed. User shall be fully responsible for any and all Data downloaded, stored, posted or communicated by User on the Website, the Software or system by or on behalf of Licensee or User, including, without limitation, its legality, reliability, appropriateness, originality and copyrights, and User hereby represents and warrants that it does not infringe the rights of any third party.

1.5 Restrictions. User agrees that User will not:

- (a) Rent, lease, license, sublicense, assign, sell, loan, exchange, encumber, assign or otherwise transfer the Website, Software or Licensed Rights, in whole or in part, except as expressly permitted by this Agreement;
- (b) Inspect, disassemble, decompile, reverse engineer, reverse assemble, reverse compile, translate or in any way attempt to determine the internal methods of the Software;
- (c) Modify or alter the Website or Software or merge either into any other product without the express written consent of an authorized officer of Company; or
- (d) Reproduce, copy, save, download, publicly display, publicly perform, cut and paste, compile from, collect from, prepare a directory from, modify, adapt, edit, prepare derivative works based upon, publish, transmit or distribute the Website or Software, or any part of them, in any form or by any means except as expressly permitted in this Agreement.

1.6 Warranty Disclaimers. User acknowledges and agrees that it accepts the Website, Software and Licensed Rights in "as is" condition and on an "as available" basis, and that Company offers no representations or warranties regarding the quality, nature, accuracy, truth, completeness, operation,

functions, performance, usefulness, compatibility, obsolescence, defects, data, data storage, data integrity or use of the Website, Software or Licensed Rights, or any part thereof, or any information, Data or documents posted, added, contained or received thereon or there from. User shall bear all risk of loss with respect to the rights licensed to it under this Agreement. Company does not warrant that the Software, Website, Licensed Rights, or any goods or services purchased from or relating to the same, shall meet User's requirements, or that the operation of the same shall be uninterrupted or error free. Company does not warrant any information, Data, the Website, the Software or other material is free from viruses or other harmful components. Company shall not be responsible for any third party software, products or services used by User, whether or not Company recommended them or assisted in their evaluation, selection or supervision. The failure of third party software, products or services to perform or meet User's requirements or needs shall not affect User's obligations to Company under this Agreement, including User's payment obligations. Company shall not be required to offer uniform licensed or other rights to User, Licensee and others.

1.7 Further Warranty Disclaimers. COMPANY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITE, THE SOFTWARE, THE LICENSED RIGHTS, OTHER RIGHTS GRANTED UNDER THIS AGREEMENT, THE SUITABILITY OF INFORMATION OR COMPUTATIONS CONTAINED ON OR RECEIVED THROUGH THIS WEBSITE, OR ANY SERVICES OR GOODS RECEIVED THROUGH THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE CONTENTS OR ANY INFORMATION OR COMPUTATION RECEIVED THROUGH THIS WEBSITE ARE ACCURATE, RELIABLE OR CORRECT; THAT THIS WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENTS OR ANY INFORMATION RECEIVED THROUGH THIS WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. USER'S USE OF THIS WEBSITE IS SOLELY AT USER'S RISK. USER AGREES THAT IT HAS RELIED ON NO WARRANTIES, REPRESENTATIONS OR STATEMENTS. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO USER TO THE EXTENT SO MANDATED BY LAW BUT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW IN ALL EVENTS.

1.8 Limitation of Liability. COMPANY'S CUMULATIVE LIABILITY TO USER FOR ANY LOSS RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING FROM OR RELATING TO THE SOFTWARE, WEBSITE, LICENSED RIGHTS OR THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY USER TO COMPANY FOR THE USE OF THE SOFTWARE, WEBSITE AND LICENSED RIGHTS FOR THE PRECEDING ONE MONTH PERIOD. IN NO EVENT SHALL COMPANY BE LIABLE, WHETHER THROUGH JUDICIAL ACTION, CLASS ACTION, ARBITRATION OR ANY OTHER MEANS, FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR SAVINGS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, THAT RELATE TO OR ARISE FROM THE USE OF OR INABILITY TO USE THIS WEBSITE, THE SOFTWARE OR THE LICENSED RIGHTS, THE INFORMATION OR COMPUTATIONS CONTAINED ON OR RECEIVED THROUGH USE OF THIS WEBSITE, ANY SERVICES OR GOODS PURCHASED OR RECEIVED THROUGH THIS WEBSITE, OR THIS AGREEMENT, WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF COMPANY OR ITS AGENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, COMPANY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW OF THE JURISDICTION IN QUESTION.

2. Hosting Services and Other Services and Limitations.

- 2.1 Hosting Services.** Company may, in its discretion, host the Software on its own hardware or the hardware of a third party hosting services company (the "Hosting Services"). User is solely responsible for providing, maintaining and paying for its own local connection(s) to the World Wide Web sufficient to allow user to access the Website and Software. Company may, in its discretion, provide or arrange for User to obtain a login/password to gain access to the Website and Software. User shall: (i) be responsible for the security and/or use of said login/password; (ii) not disclose the login/password or related methods to any person or entity that is not an employee of User with a legitimate need to know consistent with this Agreement; (iii) not permit any other person or entity to use the login/password issued/created except as provided in this Agreement; and (iv) use the Website and Software consistent with this Agreement
- 2.2 Backup and Archiving of Data.** Company may, in its discretion, perform a differential backup of the Data on a daily basis and archive the Data in an off-site location as determined by Company. Company may also, in its discretion, perform a back-up on a weekly basis and the media containing the backup may be archived in the aforementioned off-site location. If requested in writing by User, Company may, in its discretion, prepare additional hardcopy backups for which User shall be invoiced and shall pay to Company US \$100.00 per backup. Backups shall be in the format and/or in an industry standard as determined by Company. Company may retain or otherwise contract with third party companies to provide any or all of the backup services.
- 2.3 Modifications to Website and Software.** Company, in its sole discretion, may modify, improve, adapt and/or replace any and all or any part or module of the Website and Software at any time. If there is planned downtime in the system by Company that will exceed one (1) hour, Company may, in its discretion, provide notice to User regarding the same.
- 2.4 Compatibility with Other Systems and Software.** Company and User recognize that User may utilize the software, hardware and systems of third party vendors. Company does not guarantee or assure that the Website and Software shall work with any third party vendor software, hardware or systems. Upon written request from User, Company, in its discretion, may work with User, at User's expense, to modify and/or build components to enable such interaction. Charges for such services shall be based upon Company's normal hourly rates as determined by Company from time to time.
- 2.5 Electronic Communications and Security.** Unless otherwise notified by Company pursuant to the terms of this Agreement, User through its Licensee is responsible for all electronic communications, including account registration and other information of User such as e-mail, files and other data ("Electronic Communications"), entered through or interacting with the Website or Software. Company shall assume that all Electronic Communications it receives identifying or indicating User are authorized and sent by User and, where appropriate in its discretion, shall act in full reliance thereon. User agrees to notify Company immediately if it becomes aware of any unauthorized use of the Website, Software or Electronic Communications. The security of Electronic Communications shall be maintained by User through its Licensee through the use of passwords, key or other methods, which Company may, in its discretion, employ, or which Company may, in its discretion, suggest or reasonably require that User employ. If User is issued or otherwise receives a username and/or password, User shall use best efforts to prevent access to the Website and Software through said username and password by others, including, without limitation, keeping said information strictly confidential, notifying Company immediately if User discovers loss or access to such information by others, and by using a username and password not easily guessed by others. User acknowledges and agrees, however, that Company cannot and does not represent, warrant, guarantee or assure that the Website, Software and/or Electronic Communications shall be protected against third party interference, interception, hacking or other actions, damage or loss.
- 2.6 General Practices and Additional Guidelines.** User acknowledges that Company may establish and post general practices and requirements concerning use of the Website and Software subsequent to the signing of this Agreement, as amended from time to time. User further acknowledges and agrees that Company has the right to change these general practices and requirements at any time, in its sole discretion. In addition, when using the Website and Software, User agrees to comply with,

and be bound by, all guidelines and rules applicable to the Website and Software, which Company may post or otherwise communicate to User from time to time. Continued use of the Website and/or Software after the posting or receipt of notice of such changes constitutes User's acceptance of said terms and conditions and its agreement to be bound thereby. User shall periodically locate and review such guidelines and rules and all related changes.

2.7 **Prohibited Activities.** Neither User, nor User's employees, officers, owners, agents or customers, may engage in any of the following:

- (a) Upload, post, e-mail, transmit or otherwise make available or use any content that is unlawful, harmful, threatening, abusive, harassing, degrading, intimidating, false, fraudulent, torturous, defamatory, vulgar, obscene, sexually explicit, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or in violation of this Website's rules or policies;
- (b) Upload, post, e-mail, transmit or otherwise make available any content that is, or may reasonably be considered to be, harmful to minors (defined as individuals under the age of 18), or otherwise solicit or collect information or attempt to induce physical contact with anyone 18 years of age or younger without appropriate legal prior verifiable express parental consent;
- (c) Impersonate any person or entity, including, but not limited to, Company, a Company official, forum leader, guide or host, or falsely state or otherwise misrepresent User's affiliation with a person or entity;
- (d) Forge or falsify headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through or with the assistance of the Website or Software;
- (e) Upload, post, e-mail, transmit or otherwise make available any content that User does not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- (f) Upload, post, e-mail, transmit, or otherwise make available any content that infringes any patent, patent right, trademark, service mark, trade name, trade secret, copyright, privacy right, moral right, right of publicity, or other proprietary right of Company, User, Licensee or others, whether identified in this document or otherwise;
- (g) Upload, post, e-mail, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," bulk e-mail, junk e-mail, chain letters, or any other similar form of solicitation, or any form of lottery or gambling, except in those areas, such as shopping carts, that are designated for and legally permit such;
- (h) Upload, post, e-mail, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, damage or limit the functionality of any computer software or hardware or telecommunications equipment, or to obtain unauthorized access to or to obtain unauthorized data or information, or to upload, introduce or transmit in, to or through the Website or Software, any viruses, worms, trap door, back doors, timers, clocks, counters or other limiting, harmful or destructive routines, instructions, files or designs;
- (i) Conduct operations in a manner that negatively affects other users' ability to engage in real time exchanges;

- (j) Interfere with or disrupt the Website, Software and/or servers or networks connected to the Website and/or Software, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website or Software or found in this Agreement;
- (k) Violate any local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
- (l) "Stalk" or otherwise harass other users;
- (m) Use collected or stored personal data on users for negative or harmful purposes;
- (n) Perform any act, access this Website, use the Software, or upload, post, e-mail, transmit or otherwise make available any information or documentation which violates the law of any country, state, county, city, province, municipality, territory, or other governmental body in any jurisdiction; or
- (o) Directly or indirectly, provide, disclose, divulge, make available to, or permit the use of the Website or Software by any person other than User's employee administrators without Company's prior written consent.

2.8 International Users. User agrees that accessing this Website, and services, goods or content available on this Website, except as expressly allowed through instructions and truthful statements by User in regard to use of this Website, from places outside the U.S., or where their contents are illegal, is prohibited. User further agrees that none of the information on this Website may be downloaded, exported or reexported into Libya, Iraq, North Korea, Cuba, the National Union for the Total Independence of Angola (UNITA), Iran, Syria, Sudan, Burma (Myanmar), Serbia, the Taliban, Sierra Leone, Liberia, any country or location designated Terrorists and international Narcotics Traffickers, Foreign Terrorist Organizations, and/or to designated foreign persons who have engaged in activities related to the proliferation of weapons of mass destruction or any other country with restrictions imposed by the U.S. Government. By using this Website, User agrees and represents that User is not a citizen of or a resident in any of these countries.

2.9 Export. User shall comply with all applicable export and import control laws and regulations in User's use of the Website, Software, and goods and services received through the Website or Software, and, in particular, User shall not export or re-export anything on or received through this Website or Software in violation of local or foreign export laws and/or without all required U.S. and foreign government licenses.

2.10 Government Use. If User is a branch or agency of the U.S. Government, the following provision of this subsection applies. This Website, the Software, code, contents, services and accompanying documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995). Unpublished rights are reserved under the copyright laws of the United States.

2.11 Third Party Sites. User acknowledges and agrees that User may be transferred to online merchants or other third party sites through links or frames from this Website. User is cautioned to read such sites, terms and conditions and/or privacy policies before using such third party sites in order to be aware of the terms and conditions of User's use of such sites. User further acknowledges and agrees that said sites may contain information or material that is illegal, unreasonable or that some people

may find inappropriate or offensive. These other sites are not under the control of Company, are not monitored or reviewed by Company, and Company is not aware of the contents of such sites. User acknowledges that Company is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the contents or any transmissions received through such sites. The inclusion of such a link or frame does not imply endorsement of said site by Company and is provided for User's convenience. User agrees that Company assumes no liability whatsoever from such third party sites and User's usage of them.

2.12 Warranty Disclaimer for Hosting Services. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE HOSTING SERVICES. THE HOSTING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY COMPANY OR ITS EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY. COMPANY PROVIDES NO WARRANTY THAT THE HOSTING SERVICES SHALL BE UNINTERRUPTED. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM USER'S (OR ANY OF THE USER'S EMPLOYEES, AGENTS OR CONTRACTORS) USE OF OR INABILITY TO USE THE HOSTING SERVICES OR OTHER SERVICES, OR ANY FAILURE OF PERFORMANCE. IF USER IS DISSATISFIED WITH THE HOSTING SERVICES OR ANY OF THE TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES, OR PRACTICES, AS SET FORTH IN THIS AGREEMENT, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE HOSTING SERVICES AND OTHER SERVICES.

3. Confidential Information.

3.1 Confidential Information Definition. The Parties may have access to information that is confidential and/or proprietary to the other through use of the Website, Software or Hosting Services (collectively, the "Confidential Information"). Confidential Information shall mean any and all information, data, ideas, the Website, the Software, software tools (in source code and object code forms), user interface designs, documentation (both printed and electronic), trade secrets, marketing information, marketing methods, customer lists, financial information, business strategies, and the terms and pricing under this Agreement, in any and all forms, formats and mediums, in writing, orally, electronically or through other means, whether identified as confidential or not, that arises from or relates to a Party, its business, business plans, procedures, finances, owners, officers, employees, agents or customers. Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the other Party; (ii) was rightfully in the possession of the other Party or was known by it, prior to its disclosure to the same; or (iii) is independently developed by the receiving Party without use of any Confidential Information of the other Party.

3.2 Restrictions on Disclosure. Both Parties, including their respective owners, employees, and agents, agree to hold the other Party's Confidential Information in confidence during the term or any renewal term of this Agreement and for two (2) years thereafter, except as otherwise provided by this Agreement such as where it provides for a longer term. Both Parties further agree, unless required by law or by court order, not to copy, remove, disclose, or make any Confidential Information of the other Party available in any form to any third party or to use it for any purpose other than the implementation of this Agreement, except as otherwise provided by this Agreement.

3.3 Safety. Company shall utilize reasonable measures in an effort to protect User's Data from viruses, hackers or unauthorized entry. These measures may include firewalls, virus protection, spy ware or other measures as determined by Company. Company does not offer any assurances, representations or warranties as to the effectiveness of such measures or protections.

4. Privacy Policy.

- 4.1 Application and Consent:** This Privacy Policy discloses the online privacy practices of Company and applies to the information and data collected through Software. By accessing and/or using this site, User is consenting to the collection, storage and disclosure of information and data, and accepting the terms and practices, described in this Privacy Policy.
- 4.2 Purpose of Privacy Policy:** Our Privacy Policy was developed as an extension of our commitment to combine quality services and products with certain safeguards relating to your online privacy. This Privacy Policy is designed to assist you in understanding how we collect, store, use and safeguard the information and data you provide to us, and to assist you in making informed decisions when using our site and our services and products.
- 4.3 Active Information You Choose to Provide:** When User visits this site, User may provide Company with personal or other information or data that User actively chooses to disclose ("Active Information"). For example, in order to fully utilize this site, and thereby become a "user", User will be required to disclose name, address, telephone numbers, fax number, payment and financial information, the name of the person signing for the user and other personal information. By communicating with this site, User also provides an e-mail address. If User communicates with Company, such as reporting a problem, or User requests or signs up to receive certain other services, User may be required to provide certain other information and data. Company retains the information and data that User provides to Company. If User contacts Company, Company may retain a record of that correspondence. Company may also occasionally ask User to complete surveys that Company uses for research purposes. If User chooses to post information on Company's site or to maintain e-mail, or telephone contact, or other personal or financial information with Company's site, Company may retain such information. Company uses secure socket layer (SSL) encryption in an effort to protect the transmission of information and data that User submits to Company when User uses Company's online forms. Transmissions by e-mail and other means are not secure. If User chooses to share any personally identifiable or other information or data with Company's site, Company may store it and use it for marketing research, backup, data calculations, shipping, billing, analysis and other purposes. In this regard, no person under the age of 13 should disclose information on this site. User may learn more about protecting children's privacy online by visiting www.ftc.gov/kidzprivacy.
- 4.4 Passive Information Company Collects With Cookies and Other Means:** When User visits Company's site User may provide Company with use information and data that Company collects and stores in a way not visible to User, on an aggregate anonymous basis, as Users and others browse Company's site ("Passive Information"). Passive Information that Company collects may include the date and time of visits, the site pages viewed, time spent at Company's site, the sites visited just before and just after Company's site, and other information. Company may also record the name of User's Internet service provider, IP address and other information needed to conduct Company business.

Company's site uses "cookies" to collect, store and sometimes track information about Users and how they use Company's site. A cookie is a small piece of information sent by a web server to User's web browser and stored on User's hard drive so that it can later be read back from User's web browser. Cookies are a feature of web browser software (e.g., Internet Explorer, Firefox, Netscape Navigator, etc.) that allows web servers to recognize the computer used to access a site. They can simplify subsequent interactions with that site by the same user and streamline the user's transactions on related web pages. This makes it easier for a user to move from site to site and to complete transactions over the Internet. Cookies should make User's online experience easier and more personalized. If User does not wish to transmit cookie information about themselves, User may turn off the cookie function in User's web browser. Please consult the "Help" section of your web browser to correctly do so. If User chooses to reject cookies, User may be unable to use certain features in connection with this site.

When Users browse the Internet an Internet Protocol address is automatically assigned to User's computer. User's Internet Protocol address is a unique string of numbers that is assigned by User's Internet service provider. When User visits Company's site, Company collects and uses User's Internet Protocol address linked with User's e-mail address/login. Our site's servers automatically identify your computer by its Internet Protocol address. Internet Protocol addresses may be used to diagnose or address problems with Company's server or system, to administer the site, to track the total number of users, to gather demographic information about our users, or for other purposes.

- 4.5 How We Use the Information Collected:** Broadly speaking, persons Company employs directly as employees, or as contractors or agents at our direction, use Active Information for purposes of administering our business activities, providing customer services such as support, and making available other services or products we think may be of interest to Company's users. Company may collect, store and use the Active Information or Passive Information Users provide to communicate with Users, to request further information, to supply information, to contact Users about changes to Company's site, new services, features or products Company offers, or other information Company thinks may be valuable, or for other purposes. If at any time Users do not wish to receive such information, Users may "opt-out" of doing so by sending an e-mail to Company at useragreement@xennsoft.com.

Company collects, stores and uses Passive Information to gather information about its users, to measure site activity, and to enhance and develop the site to make it easier, faster and friendlier to use. Additionally, cookies help the Company gather information regarding how many people visit site, when they visit and how they use the services. Passive Information may result in Users viewing particular advertising based on their past user habits and a shopping experience customized to Users in content, services and goods.

Company may disclose anonymous information about user habits, characteristics, patterns and other aspects based on aggregate user statistics to advertisers, prospective partners and others. The parties who perform services for Company (credit card processors, merchant banks, third party vendors, Internet service provider) may also have access to User's information in performing such services. Should Company buy or sell assets of Company, another company may need to review Company's information and data, including User's information and data, to make business decisions as to whether to acquire such assets. Company has technology partners who aid in providing some of the Services and Software to Users. In order to provide these Services and Software, Company must disclose limited personal information about Users to these technology partners. These technology partners are required to keep confidential and protect User information and not disclose it or share it without the written consent of Users. If User does not want their personal information disclosed to any of these technology partners, they must send an e-mail of notification to useragreement@xennsoft.com.

Company may also disclose Active Information and Passive Information User provides to Company when Company believes, in its sole discretion, that the law requires such disclosure. Examples of such disclosures may include, without limitation, to protect and defend our rights and property, to protect the safety of the public or users of the site, to comply with a subpoena or legal process or requirements, to respond to a government request, to enforce the terms of this Privacy Policy or the User Agreement relating to the site, or to respond to claims or allegations.

- 4.6 Security Precaution:** Company secures User's personal information as submitted by User by using reasonable efforts in an attempt to prevent unauthorized access or disclosure, or accidental loss or destruction, of Active Information and Passive Information. Unfortunately, no transmission, transfer or storage of data or information online can be completely secure or guaranteed. Accordingly, any transmissions or submissions, and the provision of information and data, are at User's own risk. **COMPANY DOES NOT ENSURE, GUARANTEE OR WARRANT THE SECURITY OF ANY INFORMATION OR DATA USER TRANSMITS TO COMPANY, OR THAT THE USE OF THE SITE IS PROTECTED FROM SECURITY THREATS, VIRUSES OR OTHER VULNERABILITIES.** In addition, User's postings on this site and other communications User may have with Company via e-mail or snail mail may not be secure. Therefore, if User chooses to

communicate with Company through these means, User is assuming the risk of doing so. Company requests that users do not send or post sensitive information through these means. Ultimately, User is solely responsible for maintaining the security of their transmissions, submissions, information and data. Please be careful and responsible whenever you are online.

- 4.7 Links to Other Websites:** This Privacy Policy applies only to User's use of this site, and information and data collected through this site. This site may contain links that allow User to access other websites through this site. Other websites, including those that this site links to, have their own privacy and online policies, including those relating to information and data collection, storage and use. Company has no responsibility or control over their privacy and online policies or their collection, storage and use of information or data, nor do links from this site to their websites constitute approval or endorsement of their websites, services, products or practices. When User accesses their websites through this site or otherwise, or when User chooses to shop at such websites through this site or otherwise, User is subject to their privacy and online policies. User should read their privacy and online policies to make sure that User agrees to them before using or shopping at such websites
- 4.8 Correcting, Deleting or Accessing User's Information:** If User wishes to access, delete or correct User's information, they may do so by logging into the User website and changing it there.
- 4.9 Changes:** COMPANY RESERVES THE RIGHT TO CHANGE OR UPDATE THIS PRIVACY POLICY AT ANY TIME WITHOUT NOTICE TO USER OR OTHERS BY POSTING NEW VERSIONS WITH NEW EFFECTIVE DATES. USER'S CONTINUED USE INDICATES USER'S AGREEMENT TO THE CHANGES AND UPDATES. USER SHOULD REVIEW THIS PRIVACY POLICY EACH TIME USER ACCESSES THIS SITE SO THAT USER IS AWARE OF ANY CHANGES OR UPDATES.

5. Payment Terms.

- 5.1 General Terms of Payment.** User shall pay for the Licensed Rights and other rights granted pursuant to this Agreement, and for any and all goods and services purchased by User through or in connection with the Website or Software, whether from Company or Licensee, in accordance with the terms set forth in, or as otherwise specified by, the Website and Software, or such other terms as Company may specify from time to time in its sole discretion, including terms as to the identity of the payee, whether Company or Licensee, the amount to be paid, the payment due dates, and other terms. User shall make all such payments through User's properly authorized and valid credit card, or through such other means as Company may specify from time to time. User shall sign all documents and otherwise cooperate fully with Company in setting up and modifying said payment arrangements as requested by Company. All payments by User shall be made in the currency as stated in the Software at time of purchase. All Software or services payments to Company are considered up-front payments and are non-refundable. If User pays for Software or services up-front for a specified period of time and User terminates their membership or distributorship arrangement, the payment for Software or services shall be forfeited. User shall not contest payments or payment terms that are consistent with this Agreement. Payments for Software or services may be collected by Company or whomever Company delegates as its authorized collection representative.
- 5.2 Delinquent Payment Policy.** Any payments by User not received by Company within thirty (30) days after the date due shall accrue an interest penalty at the rate of one and three-quarters percent (1.75%) per month, or the highest rate allowed by applicable law, whichever is lower. If User is delinquent in its payments in any respect, Company may take any and all actions permitted by this Agreement, at law and/or in equity. User shall pay Company for all collections and/or attorneys' fees and costs resulting from nonpayment or late payment. For credit card, ACH, EFT, Pay Hub, or International bank to bank payments of Software or services, Company shall automatically bill User for such services that User has selected until User terminates such services by contacting Company or its authorized representatives. If an automated payment method is selected to pay for Software or services from Company by User such as credit card, ACH, EFT, Pay Hub, or International bank to

bank payments, and payment becomes due, User authorizes Company to debit such payments as selected by User. If such automated payments as selected by User has inadequate funds or the information supplied by User is inaccurate or out-of-date, Company may cancel such Software access or services access.

- 5.3 Applicable Taxes.** User shall pay all federal, state, county (and any similar governmental body imposed taxes) sales taxes and other taxes where applicable in addition to any use taxes or similar taxes imposed on the licensing and/or use of the Website and Software under this Agreement. All taxes specified herein are the sole responsibility of User and shall be paid to the appropriate governmental agency regardless of whether said taxes were specified as due by Company. Company is not responsible for taxing or collecting taxes from User or User's customers. In addition, User is responsible to pay use and other taxes imposed on it by its local jurisdiction for the licensing and/or use of the Website and Software under this Agreement.
- 5.4 Pricing Policy.** Company may change or increase the prices it charges User or others for the Website, Software, Licensed Rights, Hosting Services and other services and goods. User has the right to reject said increase, and Company, if so rejected, has the right to discontinue the Website, Software, Licensed Rights, Hosting Services or other services and/or goods for which the price was increased.
- 5.5 Indemnification.** User agrees to indemnify, defend, and hold harmless Company, and Company's employees, officers, managers, owners, agents, contractors and affiliates, from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims, that arise from or relate to use of this Website, Software, Licensed Rights or Hosting Services, any information, services or goods from or relating to this Website, any posting of commissioned or non-commissioned content, logos, marks and/or graphics, inappropriate, illegal or unauthorized materials, or any violation or breach of this Agreement, whether by User or User's employees, officers, owners, agents or contractors, without limitation or exception. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, in which event User shall cooperate with Company in asserting any available defenses and reimburse or otherwise pay Company's legal expenses and costs.
- 5.6 PayHub.** Company is providing a system called PayHub to Users. PayHub is a system which tracks incoming debits for purchasing products and services and tracks payouts, vouchers, coupon and other activities for Users. Moneys to be paid via PayHub to Users are stored in the individual bank accounts of the multi level marketing company ("MLM") which User is becoming or has become an independent agent of. Company does not store or receive any funds of User and is not liable for any payments owed to user by MLM or paid by User to MLM. Company's systems only help facilitate any such transactions. If there are errors or delays in any payments received by MLM or Paid to MLM by User, User must contact MLM to help correct any such issues. MLM has the liability of checking and correcting all such errors. All liabilities, claims, warranties, debits, and credits are between User and MLM, and User hereby acknowledges that Company has no liabilities related to these activities between those parties. Company does not store or transmit any credit card information of User.

6. Refusal of Services and Termination of Agreement.

- 6.1 Refusal, Interruption or Discontinuance of Services.** Company reserves the right to refuse, discontinue or restrict the Licensed Rights and Hosting Services and to deny or restrict User access to the Website and Software if User breaches any of the provisions of this Agreement. In addition, Company reserves the right to disable, remove from its hardware, Website and Software, or otherwise restrict access to User's Data, in whole or in part, or other information, items or materials that are, in Company's reasonable determination, a disruption or impediment to the operation, performance or speed of the Website, Software or any Hosting Services, in whole or in part, provided by Company, or to Company's business, or that are in any way unlawful, illegal or in violation of this Agreement. By way of example, reasons for such action may include, without

limitation, one or more of the following: (1) User's system or software has been infected by a virus, worm or other malicious code; (2) User's system or software has been compromised by unauthorized individuals or electronic devices; (3) User's system or software is being used by User, or one of User's employees, agents, or contractors, for purposes of sending spam or eliciting unacceptable material(s); or (4) User's system, software or Data is causing shut-downs, failures or delays. If such action is taken, Company may, in its reasonable discretion: (1) attempt to notify User of the same; (2) attempt to verify thereafter that the problem has been fully resolved; and/or (3) reinstate User's system and/or services once the problem has been fully resolved. In the event any of the events set forth in this subsection shall occur, Company may disclose User's identity and contact information, if requested by a government or law enforcement body or as a result of a subpoena or other legal action, and Company shall not be liable for damages or results thereof and User agrees not to bring any action or claim against Company for such disclosure. Company, its employees, officers, managers and owners, and this Website, shall not be liable for any of the actions taken pursuant to this subsection, or for any failure, delay, damages or results, in taking any of the above-described actions.

6.2 Termination of Agreement. This Agreement shall continue indefinitely until the occurrence of a termination event as set forth below. This Agreement shall terminate upon the occurrence of the earlier of the following termination events: (i) the Licensee Agreement between Company and Licensee is terminated; (ii) User ceases to be an "Active Licensed Distributor" as defined in the Licensee Agreement (an "Active Licensed Distributor" is defined as a "any Licensed Distributor currently maintained in or through the WorldVu® and TeamOffice® Application and Database, the WorldVu® and TeamOffice® application, or any other WorldVu®, TeamOffice®, Mobile or other Company application, who has made a purchase from Licensee within the 60 days prior to the last day of the billing period); (iii) Company terminates this Agreement upon notice due to User's breach of any term or condition of this Agreement and failure to cure said breach within thirty (30) days after receipt of written notice of the same from Company; (iv) Company terminates this Agreement upon notice due to Company's sole determination that elimination of Licensed Rights or other services is necessary or appropriate for legal, contract, business or other purposes; (v) Company terminates this Agreement upon notice because User becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; (vi) Company terminates this Agreement upon notice because User becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days after filing; (vii) Company terminates this Agreement upon notice due to willful and malicious interference with Company's operations by User; or (viii) Company terminates this Agreement upon notice due to the engagement by User in any act of fraud, material misappropriation of funds or assets, theft, bribery or similar dishonest or illegal conduct.

6.3 Effect of Termination of Agreement. Upon the effective date of termination of this Agreement, the following shall occur:

- (a) If Company has not already done so pursuant to section 5.1 of this Agreement, then Company may immediately cease providing all Licensed Rights, Hosting Services and other services to User and deny access to the Website and Software, as determined by Company.
- (b) Any and all payment obligations of User under this Agreement through the date of termination shall immediately become due and payable, as determined by Company.
- (c) User shall return within twenty four (24) hours all Confidential Information, including, without limitation, all Website materials and Software, of Company in its possession relating to the Agreement and shall not make or retain any copies of such Confidential

Information, including Website materials and Software, except as required to comply with any applicable legal or accounting record keeping requirements.

- (d) All Licensed Rights and other rights and authorizations granted to User under this Agreement in connection with the terminated Agreement shall automatically terminate and be of no further force and effect, as determined by Company.
- (e) In the event of a termination of this Agreement due to a termination of the Licensee Agreement, User may, in the discretion of Company, be offered a new agreement with respect to some or all of the services and goods offered under this Agreement.

7. Miscellaneous.

- 7.1 **Use of Third Parties.** Any and all of the Licensed Rights, Hosting Services or other services relating to the Website, Software or other services or goods to be provided by Company to User pursuant to this Agreement may be provided directly by Company, through Company employees, or through Company agents, contractors and third parties retained to provide the same.
- 7.2 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either of the Parties that is not embodied in this Agreement or in the documents referred to herein, and neither of the Parties shall be bound by or be liable for any alleged representation, promise, inducement or statement of intention not set forth or referred to herein.
- 7.3 **Nonsolicitation of Employees.** During the term of this Agreement and for a period of twelve (12) months thereafter, User shall not, without the prior written consent of Company, offer employment to, employ or attempt to employ, or enter into an agreement with, any person, agent or affiliate employed or associated then or within the preceding twelve (12) months by Company or its affiliates. Neither shall User attempt to create a third party entity for the purpose of entering into an agreement with any employee, person or agent employed or associated then or within the preceding twelve (12) months by Company or its affiliates.
- 7.4 **Severability.** To the extent any provision of this Agreement shall be held, found or deemed to be unlawful or unenforceable, then any such provision or portion thereof shall be deemed modified to the extent necessary so that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law. Any court of competent jurisdiction shall, and the Parties hereto do hereby expressly authorize any court of competent jurisdiction to, enforce any such provision or portion thereof or to modify any such provision or portion thereof so that any such provision or portion thereof is enforced to the fullest extent permitted by applicable law.
- 7.5 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Utah, without regard to Utah conflicts of law provisions. It is understood that jurisdiction and venue for any action hereunder shall be exclusively in state or federal courts of the state of Utah.
- 7.6 **Arbitration.** Before filing any action hereunder in state or federal court, User and Company agree to submit to binding arbitration all claims, disputes, and controversies among them (and their respective employees, officers, directors, managers and agents), whether in tort, contract, or otherwise, arising out of or relating in any way to this Agreement, or the breach thereof. Any arbitration proceeding shall (i) proceed in Salt Lake City, Utah; (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code or the successor thereto); and (iii) be administered and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration

Association ("AAA"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- 7.7 Amendments.** Except as provided otherwise in this Agreement with respect to Company, this Agreement may not be amended, modified, superseded or cancelled, nor may any of the terms, covenants, representations, warranties, conditions or agreements herein be waived, except by a written instrument executed by the Party against whom such amendment, modification, supercedure, cancellation or waiver is charged.
- 7.8 Force Majeure.** Except for the obligation to make payments, neither Party shall be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed Party: (a) gives the other Party prompt notice of such cause; and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 7.9 Construction.** The captions and headings contained herein are for convenience of reference only, and shall not in any way affect the meaning or interpretation of this Agreement. Notwithstanding any rule of construction to the contrary, any ambiguity or uncertainty in this Agreement shall not be construed against either of the Parties based upon authorship of any of the provisions hereof.
- 7.10 Counterparts.** This Agreement may be executed by facsimile or other ways and may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.
- 7.11 Attorneys' Fees.** In the event either of the Parties shall take legal action in connection with the performance, breach or interpretation of this Agreement, or in any action related to the subject matter hereof, whether or not a lawsuit is initiated, the prevailing Party in such action shall be entitled to recover from the non-prevailing Party in such action all reasonable costs and expenses of such action, including, without limitation, attorneys' fees, costs of investigation, arbitration, accounting and other costs reasonably incurred or related to such action, whether such expenses are incurred with or without trial, or appeal, or in a bankruptcy proceeding.
- 7.12 Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly delivered three (3) days after mailing via certified U.S. mail, postage prepaid, to the address of the other Party as indicated in the Users Website, on the Company's current corporate site or as listed herein. Notices delivered other than by mail shall be effective on the date of receipt, as evidenced by fax confirmation page (so long as it is a business day) or date of delivery by overnight courier as evidenced by courier documentation.
- 7.13 Successors and Assigns.** This Agreement shall be binding on all successors and assigns of the Parties.
- 7.14 Non-Assignability.** This Agreement is fully assignable by Company. This Agreement is personal to User, and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred or encumbered by User (including without limitation by will, declaration of or transfer in trust, the laws of intestate succession, or by operation of law) without the prior written approval of Company. Any unauthorized assignment, transfer or encumbrance shall constitute a breach hereof and shall be voidable by Company.
- 7.15 No Implied Waivers.** The failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. No waiver by either of the Parties of any condition, or of any breach of any term, covenant, representation, warranty, condition or agreement contained herein, shall be deemed to be

or shall be construed to be a waiver or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, covenant, representation, warranty, condition or agreement hereof.

This Agreement shall be effective when User indicates User's acceptance below or to the Company website or through the Company software. User acknowledges that User has carefully read, that User understands, and that User agrees to all of the provisions of this Agreement, and that the person signing or accepting on behalf of User is duly authorized and empowered to do so. Please print a copy of this Agreement for your records.