

GENERAL TERMS AND CONDITIONS OF USE

WHEREAS, Lessee desires to create and provide relevant information and critical alerts (“**Alerts**”) to its fans, supporters and other followers (collectively the “**Users**”) in certain communities managed, and/or otherwise controlled by Lessee (collectively, the “**Community**” or “**Communities**”); and

WHEREAS, In-telligent possesses and maintains a proprietary mobile application platform (the “**Platform**”) and a web-based, password-protected application (the “**Portal**”) which can be utilized by Lessee to provide Alerts to Users, which can be utilized by Users to provide relevant information to Lessee, and which contains other information gathering and notification systems which are customizable by the Users (the “**Purposes**”). The Platform and the Portal are hereinafter collectively referred to as the “**Product**”.

WHEREAS, the counterparty to a License and Use Agreement (the “**Lessee**”) desires to utilize the Platform and the Portal for the Purposes, for which In-telligent desires to provide licensed access to the Platform and Portal.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party to the other, the Parties intending to be legally bound, agree as follows:

1. **Recitals Incorporated.** The foregoing Recitals shall be considered a part of this Agreement, and the recitals shall be binding on the Parties and inure to the benefit of their respective heirs, administrators, executors, successors, assigns, agents, representatives, officers, directors, shareholders, servants, employees, attorneys, successors, parents, subsidiaries, divisions, and affiliates.
2. **Obligations of Lessee.**
 - a. *Authorized Users.* Lessee will designate individuals to act as Lessee’s In-telligent operators (the “**Operators**”). The actions and/or omissions of the Operators shall be the sole responsibility of Lessee. Access to the Portal on behalf of Lessee will be limited to the designated Operators, and it shall be the sole responsibility of Lessee to ensure that access to the Portal is secure and limited to the Operators, and that the Operators are trained as to the use of and restrictions upon the Portal.
 - b. *Lessee Responsibility for Alert Content and Management.* Lessee is solely responsible for the preparation and distribution of the Alerts, including all aspects of the content of each Alert created by the Lessee and distributed via the Product by the Lessee’s Operators. In-telligent is not responsible for training or instructing Lessee or its Operators as to A) the content of Alerts, B) the decision whether to send Alerts, and C) whether any scenario is a critical emergency.
 - c. *Receipt and Use of Communications from Users.* Lessee acknowledges that, in addition to providing Alerts to the Users, the Product allows for Users to communicate with Lessee regarding critical and other relevant information. Lessee further acknowledges that it (through its Operators) will use commercially reasonable efforts to receive said communications from Users and will use commercially reasonable efforts to prepare and distribute Alerts, if warranted reflecting the content of said

information.

- d. Promotion of the Platform. Lessee acknowledges that by providing the services associated with the Product to Lessee free of charge, In-telligent is undertaking significant risk and is investing significant resources, amounts, and costs in the development and maintenance of the Product. Accordingly, Lessee will cooperate with In-telligent to promote the download and use of the Platform by the Users within the Community.
 - e. Restrictions. Except and only to the extent expressly specified in this Agreement, Lessee shall not (a) use any portion of the Product or its exposure to the Product to create any software, content, or documentation that is similar to the Product, (b) disassemble, decompile, reverse engineer, or otherwise try to discover any source code or underlying structures, ideas or algorithms of the Product, (c) sell, encumber, lease, sublease, rent, loan, sublicense, transfer, or distribute the Product, the Confidential Information, or any portion thereof, (d) copy (except for the creation of a back-up copy and only to the extent that such creation is expressly authorized by applicable statutory law, and in such instance, subject to In-telligent's retention of any and all proprietary rights markings on the Product), adapt, merge, create derivative works of, translate, localize, port, or otherwise modify the Product, (e) use the Product in an automated process, (f) use the Product, or allow the transfer, transmission, export, or re-export of all or any part of the Product or any product thereof, in violation of any laws or regulations of the United States or any other relevant jurisdiction, (g) provide, disclose, divulge, or make available to, or permit use of the Product or any portion thereof by any third party without In-telligent's prior written consent, or (h) permit any third party to engage in any of the foregoing proscribed acts.
 - f. Security of Information. Lessee acknowledges and agrees that it may become aware of identifying, personal, business, or financial information for Users and for In-telligent through the use of the Product, and further acknowledges, agrees, and warrants that it will maintain the confidentiality and security for any and all such information of which it may become aware through the use of the Product. Lessee is solely responsible for all employees, agents, representatives, and Operators that use or have access to the Product or to their computer systems upon which the Product is being utilized by Lessee, and for ensuring that such individuals maintain privacy and security measures with regard to the Product, the Users, the Alerts, and the information utilized and maintained within the Product. Lessee agrees that it is solely responsible for its computer systems and for taking any measures that are necessary to maintain the privacy and security of any information as outlined in this Section.
3. Confidentiality. As a result of this Agreement and the relationship between the Parties, In-telligent and Lessee may view and/or have access to certain confidential and proprietary information about the other, including but not limited to information regarding each Party's respective business, designs, intellectual property, employees, computers and networks, marketing, clients, finances, operations, and other confidential information ("**Confidential Information**"). The Parties agree to hold such Confidential Information in strict confidence, to take all reasonable precautions to protect such Confidential Information, and not to make any use of such Confidential Information except to operate the Product and conform to this Agreement. Except as may be required by law, each of the Parties agree not to disclose to any third party (other than advisors who have a reasonable need to know, such as a Party's, lenders, attorneys, and accountants) the terms of this Agreement except either Party, under

confidentiality, may disclose this Agreement to any non-competitor party that is a bona fide potential strategic investor in the context of and strictly for due diligence purposes. The Parties further agree to keep the terms of this Agreement confidential.

4. **Prohibited Conduct:** You agree not to: (a) access or attempt to access any information, documents, images, software or material (individually and collectively, "Materials") that you are not authorized to access and/or through any means that you are not authorized to use such as any means not intentionally made available by or through the Application; (b) disrupt or interfere with the security of, or otherwise cause harm to the Application, or to any Materials, systems resources, accounts, passwords, servers or networks connected to or accessible through the Application or any affiliated or linked sites; (c) access or use the Application in any manner that could damage, disable, overburden or impair any server or network used by In-telligent in connection with the Application; (d) use any Materials in connection with the Application in any manner that infringes upon any copyrights, patents or other intellectual property rights, privacy rights, rights of publicity or other rights of any party; (e) transmit unsolicited or bulk communications to any In-telligent account holder or to any In-telligent.com email address or other email addresses associated with In-telligent; (f) post or otherwise submit any software, programs or Materials *via* the Application that are harmful or disruptive of another's equipment, software or other property, including any corrupted files, time bombs, Trojan Horses, viruses and worms; (g) disrupt, interfere with or inhibit any other user from using and enjoying the Application or other sites, Materials or services associated with In-telligent; (h) violate any applicable laws or regulations related to the access to or use of the Application, and/or engage in any activity prohibited by this Agreement; (i) compile, use, download or otherwise copy any Materials available on the Application (except as expressly permitted by the Agreement), or transmit, provide or otherwise distribute (whether or not for a fee) such Materials to any third party; (j) use the Application to engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys or any other duplicative or unsolicited messages (commercial or otherwise); (k) use any robot, spider, or other programmatic or automatic device, to obtain information from the Application or others' use of the Application or otherwise monitor or copy any portion of the Application; (l) frame, mirror, or use framing techniques on any part of the Application without In-telligent's express prior written consent; (m) make any use of data extraction, scraping, mining, or other data gathering tools, or create a database by systematically downloading or storing Application Materials, or otherwise scrape, collect, store, or, except pursuant to the limited license granted by this Agreement, use any Materials; (n) use the Application for any purpose that is abusive, intrusive of another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hurtful; (o) remove any copyright, trademark, or other proprietary rights notice from the Application or Materials; and/or (p) use any In-telligent domain name as a pseudonymous return email address.

These examples of prohibited conduct are illustrative and are not exhaustive. In-telligent reserves the right to take action, up to and including terminating a user's account, if the user is determined, in In-telligent sole discretion, to have engaged in prohibited conduct or otherwise violated this Agreement.