



**UNIVERSAL USER AGREEMENT  
EFFECTIVE: JANUARY 1, 2023**

This Universal User Agreement (“UUA”) is by and between MyIntelliSource, Inc. (“MyIntelliSource”) and the entity/person agreeing to the terms herein (“End-User”). This UUA sets forth the terms pursuant to which End-User will be permitted to use certain of MyIntelliSource’s information services, subscription services, professional services, and software. The parties agree as follows:

1. DEFINITIONS.

- A) “Account” means a unique account created for End-User to access the Information and Subscription Services.
- B) “Ads” means advertisements displayed by MyIntelliSource to End-User in the Services.
- C) “Anonymous User” means the End-User is using certain MyIntelliSource’s services without an account and without identifying [him/her]self.
- D) “App Store” means Apple’s App Store in iTunes.
- E) “Apple” means Apple, Inc.
- F) “Authorized Distributor” means a third party distributor authorized by MyIntelliSource to distribute Services.
- G) “Brand Features” means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectfully, as secured by such party from time to time.
- H) “Client” means a customer of End-User for whom the End-User is purchasing and/or using the Services (if applicable).
- I) “Computer” means any hardware system (whether physical or virtual) with or without an internal storage device capable of running software.
- J) “Computers Running iOS” means Computers manufactured by Apple running Apple’s iOS operating system.
- K) “Effective Date” means the date the End-User creates an online account with MyIntelliSource or downloads MyIntelliSource Software, installs, and makes use of the software.
- L) “Jail Broken Operating System” means a Computer operating system that has been modified unofficially by someone other than the original software manufacturer or Computer manufacturer.
- M) “Information Services” means the End-User is using services where MyIntelliSource gathers, processes, communicates and stores different types of information for the purpose of improving efficiencies for society and organizations,
- N) “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world, in each case, for their full term and together with renewals or extensions.
- O) “MyIntelliSource Software” means all intangible personal property that MyIntelliSource owns or sublicenses consisting of mathematical codes, programs, routines, and other functions that control the functioning and the operation of a Computer.
- P) “MyIntelliSource Software For Computers Running iOS” means MyIntelliSource Software

specifically designed for and executes on Computers running the iOS operating system.

- Q) “MyIntelliSource's Online Web Sites” means <https://myintellisource.com> and/or any additional sites through which the Services are accessible in the future, as applicable.
- R) “Professional Services” means time-and-materials services provided to the End-User, such as consulting services, etc.
- S) “Sensitive Information” means any passwords, credit card or debit card information, personal financial account information, personal health information, social security numbers, passport numbers, driver's license numbers, employment records, physical or mental health condition or information, any information that would classify as “Special Categories of Information” under EU data protection laws, or any other information that would be subject to Health Insurance Portability and Accountability Act (HIPPA), the Payment Card Industry Data Security Standards (PCI DSS), or other laws, regulations, or industry standard designed to protect similar information.
- T) “Service” means an individual product, service, or resource of the Services.
- U) “Services” means, collectively, Information Services, Subscription Services, Professional Services, or MyIntelliSource Software.
- V) “End-User Data” means the data inputted to the Services by or on behalf of the End-User for the purpose of using the Services or facilitating End-User's use of the Services.
- W) “Subscription Services” means the subscription services provided by MyIntelliSource to the End-User to use prescribed MyIntelliSource Software consisting of web-based applications, mobile applications, technical support, and documentation such as user manuals and online help files or prescribed resource.
- X) “Scam Alert” means Scam Alert Information Services located at <http://scamalert.myintellisource.com/> and its associated mobile applications for iOS and Android.

## 2. INTRODUCTION.

- A) Welcome To MyIntelliSource. Thank you for using our Services. By using our Services, you are agreeing to the terms located in this UUA. Please read them carefully. If you are accepting on behalf of an organization or entity, you represent and warrant
  - I. you have full legal authority to bind the organization or entity to UUA,
  - II. you have read and understand the UUA, and
  - III. you agree, on behalf of the party you represent, to the UUA.
- B) The Services MyIntelliSource provides are continually evolving, changing, and expanding, so additional terms may also apply. These additional terms will be available with the relevant services, and the additional terms become part of End-User's agreement with MyIntelliSource if End-User uses those Services.
- C) If there is any contraction between what the additional terms say and what the UUA says, then the additional terms shall take precedence in relation to that Service.
- D) MyIntelliSource reserves the right to change the UUA at any time at its discretion. MyIntelliSource will give End-User notice of the changes by posting an updated version of the UUA online. Changes will go into effect on the date posted at the top of the UUA.

## 3. ELECTRONIC COMMUNICATIONS.

- A) When End-User uses the Services, or send emails to MyIntelliSource, End-User is communicating with MyIntelliSource electronically. End-User consents to receive communications from MyIntelliSource electronically. MyIntelliSource will communicate with End-User by email. End-User agrees that all agreements, notices, disclosures, and other communications that MyIntelliSource provides to End-User electronically satisfy any legal

requirements that such communications be in writing.

- B) Visitors to MyIntelliSource's Online Web Sites may submit suggestions, ideas, comments, questions, or other information by clicking on the "Contact" link in the footer of each web page so long as the content is not illegal, obscene, threatening, defamatory, an invasion of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, commercial solicitations, chain letters, mass mailings, or any form of spam. End-User may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of such content.
- C) If End-User does submit material in any method, and unless MyIntelliSource indicates otherwise, End-User grants MyIntelliSource a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. End-User grants MyIntelliSource and sublicensees the right to use the name that End-User submits in connection with such content, if End-User chooses. End-User represents and warrants that End-User owns or otherwise controls all of the rights to the content that End-User submits; that the content is accurate; that use of the content End-User supplies does not violate this policy and will not cause injury to any person or entity; and that End-User will indemnify MyIntelliSource for all claims resulting from content End-User supplies. MyIntelliSource takes no responsibility and assumes no liability for any content submitted by End-User or any third party.

#### 4. PRIVACY.

- A) MyIntelliSource respects your privacy. A link to MyIntelliSource's current privacy policy can be found in the footer of each web page available at MyIntelliSource's Online Web Sites.

#### 5. COPYRIGHT.

- A) All content included in or made available through the Services, such as text, graphics, logos, button icons, images, audio clips, digital downloads, and data compilations is the property of MyIntelliSource or its content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through the Services is the exclusive property of MyIntelliSource and protected by U.S. and international copyright laws.

#### 6. TRADEMARKS.

- A) Graphics, logos, page headers, button icons, scripts, and service names included in or made available through the Services are trademarks or trade dress of MyIntelliSource in the United States and other countries. MyIntelliSource's trademarks and trade dress may not be used in connection with any product or service that is not MyIntelliSource's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits MyIntelliSource. All other trademarks not owned by MyIntelliSource that appear in the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by MyIntelliSource.

#### 7. SERVICE DESCRIPTION.

- A) MyIntelliSource attempts to be as accurate as possible. However, MyIntelliSource does not warrant that Service descriptions or other content on any Service is accurate, complete, reliable, current, or error-free.

## 8. USE OF THE SERVICES.

### A) Use of the Services.

- I. Subject to the terms and conditions of this Agreement and payment of any applicable fees, MyIntelliSource grants to End-User a limited, non-exclusive, non-transferable, non-sublicensable right during the term of the Subscription Services to use the prescribed Services set forth therein. If the prescribed Service permits usage by Clients, such Clients may use the Services in accordance with the terms of this Agreement. End-User shall ensure that each of its Clients complies with the provisions of this UUA and will be liable for all use of the Services by its Clients. End-User agrees that MyIntelliSource may access its Account information as necessary, in MyIntelliSource's sole discretion, to provide End-User with the Services and any related support. MyIntelliSource will not disclose such data except if compelled by law, permitted by End-User, or pursuant to the terms of the MyIntelliSource Privacy Policy.

### B) Access and Users; Groups.

- I. End-User is responsible for managing access to its Account and for all information, data, text, messages, or other materials that End-User's users post or otherwise transmit via the Services. End-User may permit its agents, contractors, or service providers to access the Services through its Account, provided that such third party is using the Services on behalf of End-User. End-User ensures that any person or entity using its Account complies with the terms of this Agreement, and that the End-User remains responsible for any action taken using its Account. End-User will ensure that each user is issued its own credentials and that credentials are not shared by more than one user. If End-User uses the Services on behalf of its Clients or if it grants access to the Services to its Clients, End-User will be responsible for ensuring that such Clients are not able to access confidential or proprietary information of another Client.

### C) Use Restrictions.

- I. End-User may use the Services solely for its own internal business operations or on behalf of End-User's Clients. End-User will not, and will not permit or authorize third parties to
  - a) license, sublicense, sell, rent, lease, or otherwise permit third-parties to use the Services,
  - b) use the Services to provide services to third parties (e.g., as a service bureau),
  - c) circumvent or disable any security or other technological features or measures of the Services,
  - d) reverse engineer any element of the Services, or use the Services or any MyIntelliSource Confidential Information to compete with the Services,
  - e) modify, adapt, or hack the Services to falsely imply any sponsorship or association with MyIntelliSource, or otherwise attempt to gain unauthorized access to the Services or its related systems or networks,
  - f) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services or the components of the Services,
  - g) use the Services to knowingly post, upload, link to, send or store any content that is defamatory, libelous, fraudulent, derogatory, abusive, obscene, unlawful, hateful, harassing, violent, threatening, racist, or discriminatory, or contains any viruses, malware, Trojan horses, time bombs, or any other similar harmful software,
  - h) attempt to use any method to gain unauthorized access to any paid features of the Services,
  - i) use automated scripts to collect information from or otherwise interact with MyIntelliSource's Online Web Sites or the Services,

- j) deep-link to MyIntelliSource's Online Web Sites (other than the MyIntelliSource's home page), unless expressly authorized in writing by MyIntelliSource,
    - k) impersonate any other user of the Services, or
    - l) use the Services in violation of any Third-party Service Terms.
  - II. End-User agrees not to use, and not to knowingly display, distribute, or otherwise make content or information derived from the Services available to any entity for the purpose of
    - a) conducting or providing surveillance or gathering intelligence, including but not limited to investigating or tracking individual's or their content,
    - b) tracking, alerting, or other monitoring of sensitive events (including but not limited to protests, rallies, or community organizing meetings),
    - c) conducting or providing surveillance, analyses, or research that isolates a group of individuals or any single individual for any unlawful or discriminatory purpose of in a manner that would be inconsistent with an individual's expectations of privacy, or
    - d) targeting, segmenting, or profiling individuals based on sensitive personal information, including health, negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation of beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law.
  - III. MyIntelliSource shall have the right to terminate this UUA and services immediately, if MyIntelliSource reasonably suspects that End-User has violated any of the restrictions in this 2C.
- D) Compliance with Laws.
  - I. End-User will use the Services in compliance with all applicable laws and regulations and in a manner that does not infringe on the rights of any third party or violate any third party's privacy rights.
- E) Prohibition on Sensitive Information.
  - I. End-User represents and warrants that neither End-User nor End-User's users will transmit, upload, collect, manage, or otherwise process any Sensitive Information through the Services. End-User acknowledges and agrees that MyIntelliSource will not be liable for any damages that may result from End-User's use of the Services in transmitting, uploading, collecting, managing, or otherwise processing any Sensitive Information.
- F) Protection Against Unauthorized Use.
  - I. End-User will use reasonable efforts to prevent any unauthorized use of the Services and immediately notify MyIntelliSource in writing of any unauthorized use that comes to End-User's attention. If there is unauthorized use by anyone who obtained access to the Services directly or indirectly through End-User, End-User will take all steps reasonably necessary to terminate the unauthorized use. End-User will cooperate and assist with any actions taken by MyIntelliSource to prevent or terminate unauthorized use of the Services.
- G) Right to Suspend Services.
  - I. MyIntelliSource may suspend End-User's or any Client's use of the Services if MyIntelliSource reasonably and in good faith believes such suspension is necessary to prevent unauthorized use of the Services or to prevent an ongoing violation of any applicable laws or regulations. MyIntelliSource will use commercially reasonable efforts to notify End-User prior to any such suspension and will only suspend the Services to the extent necessary to prevent such unauthorized use or violation. In

addition, if the End-User fails to timely pay any fees in accordance with the terms of this UUA, MyIntelliSource may, without limitation to any of its other rights or remedies, suspend performance of the Services until it receives all amounts due.

H) Intellectual Property Rights.

I. MyIntelliSource grants to End-User a limited right to use the Services under this UUA. End-User will not have any rights to the Services except as expressly granted in this UUA. MyIntelliSource reserves to itself and its licensors all rights to the Services not expressly granted to End-User in accordance with this UUA. MyIntelliSource and its licensors retain all Intellectual Property Rights in and to the Services. As between the parties, the End-User shall own right, title, and interest in and to all of the End-User Data. End-User shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of all such End-User Data and the means by which it acquired the End-User Data. End-User hereby represents and warrants that any End-User Data has not been collected, stored, and transferred to MyIntelliSource in violation of any law, regulation, or contractual obligation applicable to End-User.

II. Display of Brand Features.

a) MyIntelliSource may display those End-User Brand Features authorized by End-User (such authorization is provided by End-User uploading its Brand Features in the Services) within designated areas of the Services. MyIntelliSource may also display MyIntelliSource Brand Features in the Services to indicate the Services are provided by MyIntelliSource. Neither party may display or use the other party's Brand Features beyond what is allowed in the UUA without the other party's prior written consent.

I) Statistical Data.

I. End-User acknowledges and agrees that MyIntelliSource may aggregate End-User Data and information resulting from End-User's use of the Services in a manner that does not identify End-User ("Statistical Data"). On creation, MyIntelliSource shall own all Intellectual Property Rights in the Statistical Data and MyIntelliSource may use the Statistical Data for any lawful purpose, without a duty of accounting to End-User. End-User further acknowledges and agrees that MyIntelliSource may evaluate data and information resulting from the End-User's use of the Services in non-aggregated form ("Usage Data") in order to provide the Services, including, but not limited to, for product improvement purposes and customer service.

J) Feedback.

I. MyIntelliSource shall have a royalty-free, worldwide, transferrable, sub-licensable, irrevocable, and perpetual license to incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations, or other feedback MyIntelliSource receives from End-User.

K) Facilities and Data Transfer.

I. All facilities used to store and process End-User Data will adhere to reasonable security standards. As part of providing the Services, MyIntelliSource or its agents may transfer, store, and process End-User Data in the United States or any other country in which MyIntelliSource or its agents maintain facilities. By using the Services, End-User consents to this transfer, processing, and storage of End-User Data.

9. THIRD PARTY SERVICES.

A) External Sites.

I. The Services may contain links to, or otherwise may allow End-User to connect to and use, certain third party products, services, or software under separate terms and

conditions (collectively, “Third-party Service”) in conjunction with the Services. If End-User decides to access and use any Third-party Service, End-User acknowledges that its use of such Third-party Service is governed solely by the terms and conditions, acceptable use policy, privacy policy, or any other similar policy or terms of such Third-party Service, and MyIntelliSource does not endorse, is not responsible for, and makes no representations as to such Third-party Service, its content or the manner in which such Third-party Service handles End-User Data. MyIntelliSource is not liable for how Third-party Service handles End-User Data. MyIntelliSource is not liable for any damage or loss arising from or in connection with End-User's reliance on the privacy practices or other policies of such Third-party Service. End-User acknowledges that MyIntelliSource does not control the features and functionality of any Third-party Service and that such Third-party Service may change its features and functionality without any notice to MyIntelliSource. MyIntelliSource shall not be liable to End-User for any refunds or any damage or loss arising from or in connection with any changes made by a Third-party Service or any resulting changes to the Services.

B) Integration.

- I. The Services may contain features that enable various Third-party Services to be directly integrated into End-User's Account. To take advantage of these features, End-User will be required to register for or log into Third-party Service on their respective websites. By accessing/enabling a Third-party Service within the Services, End-User is allowing MyIntelliSource to pass End-User login information to the Third-party Service for this purpose.

10. FEES AND PAYMENTS.

- A) End-User will pay MyIntelliSource the fees specified for each prescribed Service. If End-User orders additional Services or changes the Services it is receiving, the fees for such additional or changed Services will be charged at the then-current pricing for such additional or changed Services and commence on the activation date as ordered. Any resulting change in fees shall be reflected in future invoices. All amounts payable under this UUA are denominated in United States Dollars, and End-User will pay all such amounts in United States dollars. Except as otherwise provided in this UUA, fees are non-refundable. There are no refunds or credits for partial months of Services, plan downgrades, or refunds for unused time if End-User closes its Account before the end of the prescribed term. Unless agreed upon in writing by MyIntelliSource, the Services purchased by the End-User will automatically renew for additional periods equal to the length of the term of the prescribed Services unless End-User cancels one or more prescribed Services prior to the expiration of the prescribed term. MyIntelliSource reserves the right to increase fees upon renewal.

B) Payment Terms.

- I. End-User agrees to pay for prescribed Service(s) monthly on the date the prescribed Service(s) were ordered via credit card or debit card that End-User enters into MyIntelliSource's billing system and that MyIntelliSource will automatically debit End-User's payment method currently on file until End-User terminates Service(s) with MyIntelliSource, except for amounts subject to a good faith dispute, provided that
  - a) End-User notifies MyIntelliSource of any such dispute in writing prior to the date such amounts would otherwise be due,
  - b) End-User pays any undisputed amounts in accordance with this Section, and
  - c) End-User cooperates with MyIntelliSource in promptly resolving such dispute.Except for any amounts disputed by the End-User in good faith, any amount not paid

when due will be subject to finance charges equal to one and one-half percent (1.5%) of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. End-User will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by MyIntelliSource to collect any amount that is not paid when due. Amounts due from End-User may not be withheld or offset by End-User against amounts due to End-User for any reason.

C) Taxes.

- I. Other than net income taxes imposed on MyIntelliSource, End-User will bear all taxes, duties, and other governmental charges (collectly, "Taxes") resulting from its purchase or use of the Services. Taxes will not be deducted from or set off against the prescribed fees set forth for the Services.

11. TERM AND TERMINATION.

A) Agreement Term.

- I. This UUA commences on the Effective Date and will remain in effect until End-User terminates the prescribed Services.

B) Termination for Cause.

- I. MyIntelliSource shall have the right to terminate the prescribed Services of End-User if MyIntelliSource reasonably determines that End-User is acting or has acted in a way that could present substantial reputational harm to MyIntelliSource or its current or prospective partners or customers.

C) Post-Termination Obligations.

- I. If this UUA is terminated for any reason,
  - a) End-User will pay to MyIntelliSource any fees or other amounts that have accrued prior to the effective date of the termination,
  - b) any and all liabilities accrued prior to the effective date of the termination will survive, and
  - c) End-User will discontinue all use of the Services. End-User will not be entitled to a refund of any unused prepaid fees, and any and all unpaid fees that are outstanding will become immediately due and payable. Upon termination of this UUA or one or more prescribed Services, MyIntelliSource shall have the right to remove End-User's Data after thirty (30) days, and End-User will not be able to recover this data or content (except that content stored-published on third-party websites, that data will remain on said third-party websites pursuant to those website's terms and conditions). All provisions of the UUA that, by their nature, are intended to survive termination (including those related to third party claims and limitations on liability) will remain in effect.

12. TECHNICAL SUPPORT SERVICES.

- A) End-User is responsible for responding to any questions and complaints of Clients or other third parties relating to End-User's use of the Services.

13. CONFIDENTIALITY

A) Definition of Confidential Information.

- I. For the purpose of this UUA, "Confidential Information" means non-public information of MyIntelliSource or End-User disclosed by either party, either directly or indirectly, in writing, orally, or by inspection of tangible assets, or to which the other party may have access, which

- a) a reasonable person would consider confidential or
  - b) is marked “confidential” or “proprietary” or some similar designation by the disclosing party.
- II. Confidential information will not, however, include any information that
- a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party,
  - b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party other than a result of a violation of this UUA by the receiving party,
  - c) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records,
  - d) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality,
  - e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.
- B) Protection of Confidential Information.
- I. The receiving party shall not disclose, use, transmit, inform, or make available to any entity, person, or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees, advisors, agents, and other representatives who require access in order to perform its obligations hereunder and who agreed to be bound by these obligations of confidentiality and non-disclosure.
- C) Required Disclosure.
- I. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible:
- a) uses commercially reasonable efforts to notify the other party and
  - b) gives the other party the chance to challenge the disclosures.

#### 14. WARRANTIES, DISCLAIMERS, AND LIABILITY

- A) Mutual Warranties. Each party represents and warrants to the other that
- I. this UUA has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms and
  - II. no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this UUA.
- B) Disclaimer.
- I. MYINTELLISOURCE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO END-USER THAT:
- a) END-USER USE OF THE SERVICES WILL MEET END-USER'S REQUIREMENTS,
  - b) END\_USER'S USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
  - c) ANY INFORMATION OBTAINED BY END-USER AS A RESULT OF END-USER'S USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND
  - d) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO END-USER AS PART OF THE SERVICES WILL BE

CORRECTED.

- II. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT END-USER'S OWN DISCRETION AND RISK AND THAT END-USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO END-USER'S COMPUTER OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- III. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY END-USER FROM MYINTELLISOURCE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
- IV. THE SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO END-USER THROUGH THE SERVICES ARE PROVIDED BY MYINTELLISOURCE ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. MYINTELLISOURCE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO END-USER THROUGH THE SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. END-USER EXPRESSLY AGREES THAT END-USER'S USE OF THE SERVICES IS AT END-USER'S SOLE RISK.
- V. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, MYINTELLISOURCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MYINTELLISOURCE DOES NOT WARRANT THAT THE SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO END-USER THROUGH THE SERVICES, MYINTELLISOURCE'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM MYINTELLISOURCE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MYINTELLISOURCE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY SERVICE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO END-USER THROUGH ANY SERVICE, INCLUDING, BUT NOT LIMITED TO, LOST DATA, FINANCIAL LOSSES, LOST PROFITS OR REVENUES, OR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.
- VI. MYINTELLISOURCE RELIES ON THIRD PARTY DATA SOURCES FOR INFORMATION AND THEREFORE DOES NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE SERVICE IS ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES OR THIRD PARTY DATA WILL ALWAYS BE AVAILABLE.
- VII. MYINTELLISOURCE DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE

CONDITIONS OF THE SERVICES DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO THE INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK OR ANY OTHER ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURES, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS, PROBLEMS RELATED TO THE SERVICES OR ITS USE, LOSS OF PERSONAL CONTENT ON THE SITES NOT WITHIN MYINTELLISOURCE'S REASONABLE CONTROL.

VIII. IN ALL CASES, MYINTELLISOURCE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

C) Limitations of Liability.

I. Exclusion of Consequential and Related Damages.

a) NEITHER PARTY OR ITS AFFILIATES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUE, BUSINESS, OR DATA; BUSINESS INTERRUPTION; OR LOSS OF GOODWILL OR REPUTATION, REGARDLESS OF WHETHER THE PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING OR ANY LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

II. Cap on Liability.

a) UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF MYINTELLISOURCE AND ITS AFFILIATES OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT, (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL IOR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT PAID AND AMOUNTS ACCRUED BUT NOT YET PAID BY END-USER TO MYINTELLISOURCE UNDER THE APPLICABLE PRESCRIBED SERVICE(S) DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL SETTLEMENT OR JUDGMENT IN AN ACTION). THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT END-USER'S PAYMENT OBLIGATIONS UNDER SECTION 10 ABOVE. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO END-USER AND ITS AFFILIATES.

III. State Prohibition of Limitation of Liability and Disclaimer of Implied Warranties.

a) Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. IN THESE STATES, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

15. SUBSCRIBER INDEMNIFICATION.

A) End-User will defend MyIntelliSource and each of its respective officers, directors,

employees, agents, successors, and assigns from any actual or threatened third party claim arising out of or based on

- I. End-User's breach of any of its obligations under this UUA,
  - II. End-User's use of a Third-party Service, and indemnify MyIntelliSource from all damages, costs, attorneys' fees finally awarded in any such claim or all amounts that End-User agrees to pay to any third party to settle any such claim.
- B) End-User's obligation under this section is contingent on
- I. MyIntelliSource giving End-User prompt written notice of the claim,
  - II. MyIntelliSource granting End-User full and complete control over the defense and settlement of the claim, provided that End-User may not settle or defend any claim unless End-User unconditionally releases MyIntelliSource of all liability and such settlement does not affect MyIntelliSource's business or Services, and
  - III. MyIntelliSource providing assistance in connection with the defense and settlement of the claim as End-User may reasonably request, at End-User's cost. MyIntelliSource will not defend or settle any claim eligible for indemnification under this section with End-User's prior written consent.

#### 16. ADDITIONAL SOFTWARE TERMS.

- A) End-User represents and warrants that
- I. End-User is not located in a country that is subject to a United States Government embargo, or that has been designated by the United States Government as a "terrorist supporting" country, and
  - II. End-User is not listed on any United States Government list of prohibited or restricted parties.
- B) Use Of MyIntelliSource Software.
- I. End-User may use MyIntelliSource Software solely for purposes of enabling End-User to use and enjoy the Services as provided by MyIntelliSource, and as permitted by the UUA, these Software Terms, and any Service Terms. End-User may not incorporate any portion of the MyIntelliSource Software into End-User's own programs or compile any portion of it in combination with End-Users own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license the MyIntelliSource Software or otherwise assign any rights to the MyIntelliSource Software in whole or in part. End-User may not use the MyIntelliSource Software for any illegal purpose. MyIntelliSource may cease providing any MyIntelliSource Software and MyIntelliSource may terminate End-Users' right to use any MyIntelliSource Software at any time. End-User's rights to use the MyIntelliSource Software will automatically terminate without notice from MyIntelliSource if End-User fails to comply with any of these Software Terms, the UUA or any other Service Terms. Additional third party terms contained within or distributed with certain MyIntelliSource Software may apply to that MyIntelliSource Software (or software incorporated with the MyIntelliSource Software) and will govern the use of such software in the event of a conflict with the UUA. All software used in any MyIntelliSource Service is the property of MyIntelliSource or its software suppliers and protected by United States and international copyright laws.
- C) Use Of Third Party Services.
- I. When End-User uses MyIntelliSource Software, End-User may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. End-User's use of these third party services may be subject to the separate

policies, terms of use, and fees of these third parties.

- D) No Reverse Engineering.
  - I. End-User may not, and End-User will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with the MyIntelliSource Software, whether in whole or in part, or create any derivative works from or of the MyIntelliSource Software.
- E) MyIntelliSource Software Running On Computers Using A Jail Broken Operating System.
  - I. Pertaining to MyIntelliSource Software running on Computers using a Jail Broken Operating System, no technical support will be given for any malfunctioning MyIntelliSource Software until the Jail Broken Operating System is removed and an official version of the Operating System for the Computer is reinstalled on the Computer.
- F) Additional Mobile Application Terms.
  - I. Use of a mobile software application requires a mobile device that is compatible with the mobile service. MyIntelliSource does not warrant that the MyIntelliSource Software for mobile devices will be compatible with any mobile device. End-User acknowledges that MyIntelliSource may from time to time issue upgraded versions of MyIntelliSource Software for mobile devices, and may automatically electronically upgrade the version of the MyIntelliSource Software for mobile devices.

#### 17. ADDITIONAL SOFTWARE TERMS: MYINTELLISOURCE SOFTWARE FOR COMPUTERS RUNNING iOS.

- A) Because MyIntelliSource Software For Computers Running iOS is distributed by Apple for MyIntelliSource on the App Store, End-User and MyIntelliSource acknowledge that the UUA is an agreement between End-User and MyIntelliSource only, and not with Apple, and that MyIntelliSource, not Apple, is solely responsible for MyIntelliSource Software For Computers Running iOS and the content thereof.
- B) End-User and MyIntelliSource acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to any licensed MyIntelliSource Software For Computers Running iOS.
- C) End-User and MyIntelliSource acknowledge that MyIntelliSource, not Apple, is responsible for addressing any claims by End-User or any third party relating to any licensed MyIntelliSource Software For Computers Running iOS or End-User's possession and/or use of any licensed MyIntelliSource Software For Computers Running iOS, including, but not limited to:
  - I. product liability claims,
  - II. any claim that any licensed MyIntelliSource Software For Computers Running iOS fails to conform to any applicable legal or regulatory requirement, and
  - III. claims arising under consumer protection or similar legislation.
- D) End-User and MyIntelliSource acknowledge that, in the event of any third party claim that any licensed MyIntelliSource Software For Computers Running iOS or End-User's possession and use of any licensed MyIntelliSource Software For Computers Running iOS infringes a third party's intellectual property rights, MyIntelliSource, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claims.
- E) End-User and MyIntelliSource acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the UUA, and that, upon End-User's acceptance of the terms and conditions of the UUA, Apple will have the right (and will be deemed to have accepted

the right) to enforce the UUA against End-User as a third party beneficiary thereof.

#### 18. ADDITIONAL SERVICE TERMS: SCAM ALERT

- A) If End-User uploads, posts, or submits any content on Scam Alert, End-User represents to MyIntelliSource that he/she has all the necessary legal rights to upload, post, or submit such content and it will not violate any law or the rights of any person. End-User shall not upload to, or distribute or otherwise publish on to Scam Alert any libelous, defamatory, obscene, pornographic, abusive, or otherwise illegal material. End-User agrees not to provide material and misleading information knowingly and with intent to defraud. End-User shall not upload to, or distribute or otherwise publish on to Scam Alert any malware, viruses, spyware, or other malicious software or files to Scam Alert. End-User shall not use automated means to upload to, or distribute or publish onto Scam Alert any content.
- B) End-User agrees that he/she will not threaten or verbally abuse other content, use defamatory language, or deliberately disrupt Scam Alert with repetitive submissions, meaningless submissions, or “spam.”
- C) End-User agrees not to use any language that abuses or discriminates on the basis of race, religion, nationality, gender, sexual preference, age, region, disability, etc. Hate speech of any kind is grounds to having his/her content permanently removed.
- D) Scam Alert shall only be used in a noncommercial manner. End-User shall not, without the express approval of MyIntelliSource, distribute, or otherwise publish any material containing solicitation for goods and services. End-User may not use all or part of the Scam Alert to collect, store, or use any information for any purpose not expressly permitted by this UUA.
- E) End-User acknowledges that any submissions he/she makes to Scam Alert (i.e. user-generated content including but not limited to comments, messages, reviews, text, video, audio, and photographs, as well as computer code and applications) may be edited, removed, modified, published, transmitted, and displayed by MyIntelliSource and End-User waives any rights he/she may have in having the material altered or changed in a manner not agreeable to End-User. End-User agrees that submissions made to Scam Alert via other methods and APIs can be made available for republishing through other formats.
- F) End-User grants MyIntelliSource a perpetual, nonexclusive, world-wide, royalty-free, sublicensable license to his/her submissions, which includes without limitation the right for MyIntelliSource, or any third party it designates, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, communicate to the public, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning, or other technologies) in any form or media now known or hereinafter developed, any submission posted by End-User on or to Scam Alert, including any submission posted on or to Scam Alert through a third party with steps taken to remove personal information.
- G) End-User is solely responsible for the content of his/her submissions. However, while MyIntelliSource does not and cannot review every submission and is not responsible for the content of these posts, MyIntelliSource reserves the right to delete, move, or edit submissions that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, in violation of the UUA, or otherwise unacceptable.
- H) By making a submission, End-User is consenting to its display and publication on Scam Alert and for related online and offline promotional use.

#### 19. GENERAL.

- A) Language.
- I. End-User and MyIntelliSource expressly require that the UUA and all deeds, documents, or notices related thereto be executed in the English language.
- B) Export Compliance and Anti-Corruption.
- I. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any United States government denied-party list. End-User shall not permit users to access or use the Services in a United States embargoed country or in violation of any United States or other applicable export law or regulation. End-User further represents that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value in connection with this UUA (excluding reasonable gifts and entertainment provided in the ordinary course of business).
- C) Federal Government End Use Provisions.
- I. If End-User is a United States federal government end-user, the Services are a “Commercial Item” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are provided to End-User with only those rights as provided under the terms and conditions of the UUA.
- D) Assignability.
- I. Neither party may assign its rights, duties, and obligations under this UUA without the other party's written consent, which consent will not be reasonably withheld or delayed, except that a party may assign this UUA without the other party's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfill all of the assigning party's obligations under this UUA.
- E) MyIntelliSource may utilize a subcontractor or other third party to perform its duties under this UUA so long as MyIntelliSource remains responsible for all of MyIntelliSource's obligations under this UUA.
- F) Notices.
- I. Any notice under this UUA must be sent to MyIntelliSource by email to [president@myintellisource.com](mailto:president@myintellisource.com), with a duplicate copy sent via registered mail (return receipt requested) to: MyIntelliSource, Inc., Attention: Legal Department, PO BOX 12023, Knoxville, Tennessee 37912. Any notices under this UUA that are sent to End-User shall be sent via email to the Primary Account owner named under the End-User's Account. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier or sending an email.
- G) Force Majeure.
- I. Neither party will be liable for, or be considered to be in breach of or default under this UUA on account of, any delay or failure to perform as required by this UUA (except for End-User's obligations to make payments to MyIntelliSource hereunder) as a result of any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.
- H) Governing Law.
- I. This UUA will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Tennessee, United States, without reference to its choice of

law rules and not including the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Knox County, Tennessee, United States in connection with any action arising out of or in connection with this UUA.

- I) Litigation on an Individual Basis.
  - I. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither End-User nor MyIntelliSource will seek to have any dispute heard as a class action, private attorney general action, or in any proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.
- J) Limitation on the Filing of Claims.
  - I. Claims or disputes must be filed within one year. To the extent permitted by law, any claim or dispute to which Section 11 applies must be filed within one year in small claims court. The one year period begins when the claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.
- K) Waiver.
  - I. The waiver by either party of any breach of any provision of this UUA does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this UUA will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of the UUA.
- L) Severability.
  - I. If any part of the UUA is found to be illegal, unenforceable, or invalid, the remaining portions of this UUA will remain in full force and effect. If any material limitation or restriction on the use of the Services under this UUA is found to be illegal, unenforceable, or invalid, End-User's right to use the Services will immediately terminate.
- M) Ads.
  - I. End-User agrees that MyIntelliSource may serve Ads in connection with the Services at MyIntelliSource's discretion.
- N) This UUA is the final and complete expression of the agreement between these parties regarding End-User's use of the Services. This UUA supersedes, and the terms of this UUA govern, all previous oral and written communications regarding these matters. MyIntelliSource may amend this UUA from time to time, in which case the new UUA will supersede the prior version. MyIntelliSource will notify End-User of material changes and direct End-User to the latest version of the UUA. MyIntelliSource will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this UUA (whether or not it would materially alter this UUA) that is proffered by End-User in any receipt, invoice, acceptance, purchase order, confirmation, correspondence, or otherwise, regardless of MyIntelliSource's failure to object to such terms, provisions, or conditions.
- O) Survival.
  - I. Section 8 (Use of the Services), Section 9 (Third Party Services), Section 10 (Fees and Payment), Section 11 (Term and Termination), Section 13 (Confidentiality), Section 14 (Warranties, Disclaimer, and Liability), Section 15 (End-User Indemnification), and Section 19 (General) will survive any termination of this UUA.