

JET GLOBAL DATA TECHNOLOGIES INC. END USER LICENSE AGREEMENT

IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 6. IT AFFECTS HOW DISPUTES ARE RESOLVED.

This agreement describes your rights and the conditions upon which you may use the Jet Reports, Jet Basics, Jet Budgets or Jet Analytics products that you have purchased. It is an agreement between you and Jet Global Data Technologies, Inc. ("Jet"). In this agreement we refer to the applicable Jet product that you have purchased as the "software", whether it is Jet Reports, Jet Basics, Jet Budgets or Jet Analytics. You should review the entire agreement, including any printed paper license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you.

By accepting this agreement or using the software, you agree to all of these terms and consent to the transmission of certain information during activation as described further in section 4 below. If you do not accept and comply with these terms, you may not use the software or its features.

1. Overview.

- (a) **Applicability.** This agreement applies to the software that is installed on your device by a distributor or partner, or acquired from a distributor or partner and installed by you, the media on which you received the software (if any), and also any Jet updates, upgrades, supplements or services for the software, unless other terms come with them. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.
- (b) **Additional terms.** Depending on your device's capabilities, how it is configured, and how you use it, additional Jet and third party terms may apply to your use of certain features, services and apps.
 - (i) Your distributor or partner may install additional applications not created by Jet, which may be subject to separate license terms.
 - (ii) The software may include third party programs that Jet, not the third party, licenses to you under this agreement. Notices, if any, for the third party program are included for your information only.
 - (iii) Additional terms contained in any addendum to this agreement provided by you to Jet shall make up and form a part of this agreement.

2. Installation and Use Rights.

- (a) **License.** The software is licensed, not sold. Under this agreement, we grant you the right to install and run one instance on your device (the licensed device), for use by one person at a time (subject to the exceptions set forth in section 2.2.d), but only if you comply with all the terms of this agreement.

- (b) **Device.** In this agreement, “device” means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device.
- (c) **Restrictions.** Jet reserves all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:
 - (i) use or virtualize features of the software separately;
 - (ii) publish, copy, rent, lease, or lend the software;
 - (iii) transfer the software (except as permitted by this agreement);
 - (iv) work around any technical restrictions or limitations in the software;
 - (v) except as allowed under this agreement, use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;
 - (vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except if the laws where you live (or if a business, where your principal place of business is located) permit this even when this agreement does not. In that case, you may do only what your law allows;
 - (vii) when using Internet-based features you may not use those features in any way that could interfere with anyone else’s use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner; or
 - (viii) use the software for purposes of creating reports or other data sets for, or providing business process outsourcing services to, any entity or organization that is not you or one of your wholly owned subsidiaries.
- (d) **Multi use scenarios.**
 - (i) **Multiple or pooled connections.** You may not use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple computers or devices to access or use the software indirectly through the licensed computer, unless you obtain additional license for each additional named user.
 - (ii) **Remote access.** You may access and use the software installed on the licensed device from another device using remote access technologies, so long as the software installed on the licensed device is being used by the same named user or another named user for which you have obtained a license.

- (iii) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software.
 - (iv) **Portable Devices.** You may install additional copies the software on one or more portable devices for the exclusive use of the named user of the first licensed copy of the software.
 - (v) **Network Installation.** You may install a copy of the software on a network storage device and allow one named user to access and use that licensed copy of the software over a private network. You must obtain an additional license for each additional named user that accesses and uses the software.
- (e) **Media Elements.** The software may include certain photographs, clip art, shapes, animations, sounds, music and video clips that are identified in the Software for your use (together "Media Elements"). You may copy and modify the Media Elements, and license, display and distribute them, along with your modifications as part of your software products and services, including your web sites, but you are not licensed to do any of the following:
- (i) You may not sell, license or distribute copies of the Media Elements by themselves or as part of any collection, product or service if the primary value of the product or service is in the Media Elements.
 - (ii) You may not grant customers of your product or service any rights to license or distribute the Media Elements.
 - (iii) You may not license or distribute any of the Media Elements that include representations of identifiable individuals, governments, logos, initials, emblems, trademarks, or entities for any commercial purposes or to express or imply any endorsement or association with any product, service, entity, or activity.
 - (iv) You may not create obscene or scandalous works, as defined by federal law at the time the work is created, using the Media Elements.
 - (v) In addition, you must (a) indemnify and defend Jet from and against any claims or lawsuits, including attorneys' fees that arise from or result from the licensing, use or distribution of Media Elements as modified by you, and (b) include a valid copyright notice on your products and services that include the Media Elements.
- (f) **License Grant for Documentation.** The documentation that accompanies the Software is licensed for internal, non-commercial reference purposes only.
- (g) **License Grant for Templates.** The software may include document templates. You may copy and modify the document templates available as part of the software and distribute such templates along with your modifications for use by other licensees of the software. You also may copy, modify and distribute the templates available through related internet-based services along with your modifications for use by other licensees

of the software, but only for personal or commercial correspondence involving person-to-person communication. You are not licensed to do any of the following:

- (i) You may not sell, resell, license, rent, lease, lend, or otherwise transfer for value, the templates.
- (ii) You may not distribute the templates available via Internet-based services as part of any product or service.
- (iii) You may not copy or post any templates available through Internet-based services on any network computer or broadcast it in any media. You must indemnify and defend Jet against any claims or lawsuits, including attorneys' fees that arise from or result from the licensing or distribution of the templates as modified by you.

3. Transfer to a Third Party.

The provisions of this section do not apply if you acquired the software in the European Economic Area (EEA) and only transfer it to another person or entity within the EEA, in which case any transfer of the software and the right to use it must comply with applicable law.

You may transfer the software to another device that belongs to you, but not more than one time (except due to hardware failure, in which case you may transfer sooner). If you transfer the software to another device, that other device becomes the "licensed device." You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.

4. Privacy; Consent to Use of Data.

Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Jet may collect, use, and disclose the information as described in the Jet Privacy Statement available at www.jetglobal.com/terms-of-use-privacy-policy and as may be described in the user interface associated with the software features.

5. Updates.

Updates for the software may be periodically provided by Jet. The software may automatically check for updates and may download and install them for you. You may obtain updates only from Jet or authorized sources, and by accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

6. Binding Arbitration and Class Action Waiver Only if You Live in (or if a Business Your Principal Place of Business is in) the United States (inapplicable to residents of or businesses with principal place of business outside the United States).

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.

- (a) **Disputes covered—everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the distributor or installer, or you and Jet, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- (b) **Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to JET GLOBAL DATA TECHNOLOGIES, INC. 2175 NW RALEIGH STREET, SUITE 400, PORTLAND, OR USA 97210, ATTN: LEGAL DEPARTMENT. Tell us your name, address, how to contact you, what the problem is, and what you want. We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- (c) **Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in our principal place of business—Multnomah County, OR USA. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.
- (d) **Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see www.adr.org or call 1-800-778-7879. In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in our principal place of business— Multnomah County, OR. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.
- (e) **Arbitration fees and payments.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- (f) **Must file within one year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes – see Section 6.a) within one year from when it first could be filed. Otherwise, it's permanently barred.

- (g) **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 6 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 6 still applies.
- (h) **Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

7. Governing Law.

The laws of the New York govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles, except that the FAA governs all provisions relating to arbitration.

8. Networks, data and Internet usage.

Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.

9. Viruses

In addition to the Limited Warranty (if applicable) set forth in Section 13, Jet also warrants that the software is free from Viruses. As used herein, the term "Viruses" means codes programs or commands designed to (1) alter, damage or erase computer data or programs or (2) permit unauthorized access to your systems, any of which is intended to destroy or cause the your system to malfunction. Identification and certification of origin (as between you and Jet) of a Virus will be provided by an independent third-party organization having competency in identifying and certifying source of a viruses using best practice techniques at the time of the virus identification. Your sole and exclusive remedy and the entire liability of Jet and its partners and distributors under this warranty will be, at Jet's option, the repair, replacement or refund of the price of the infected software if reported (or, upon request, returned).

10. Consumer Rights.

This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so.

11. Evaluation and Trial.

For evaluation (or test or demonstration) use, you may not sell the software (including software marked as “Demo” or “NFR” or “Not for Resale”), or use it after the evaluation period. Evaluation (or test or demonstration) software may not be used in a live operating environment. Some software may be licensed on a trial basis. Your rights to use trial software are limited to the trial period. The trial software and length of the trial period are set forth during the download or activation process. You may have the option to convert your trial rights to subscription or perpetual rights if presented to you at the expiration of your trial period. After the expiration of a trial period without conversion, most features of the trial software will stop running. **EVALUATION AND TRIAL SOFTWARE ARE LICENSED “AS-IS,” AND YOU BEAR THE ENTIRE RISK AS TO THE SOFTWARE’S QUALITY AND PERFORMANCE. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL SERVICING OR REPAIR. JET GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, JET EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

12. Termination.

Without prejudice to any other rights, Jet may terminate this agreement and revoke your license and access to the software if you fail to comply with the terms and conditions of this agreement. In such event, you must destroy all copies of the software and all of its component parts.

13. Limited Warranty for Software Acquired in the US or Canada.

If you purchased and installed the software in the US or Canada, then Jet warrants that the software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt (the “Limited Warranty”). The Limited Warranty is void if failure of the software has resulted from accident, abuse, misapplication, abnormal use or a virus.

If you purchased our annual enhancement plan (AEP), then the Limited Warranty will be extended for the term of the AEP you have purchased.

Jet’s entire liability and your only remedy for any breach of the Limited Warranty shall be, subject to applicable law, one of the following options as chosen by Jet: (a) return of the amount paid (if any) for the software, or (b) repair or replacement of the software. Any replacement software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and Outside the United States or Canada, neither these remedies nor any product support services offered by Jet are available without proof of purchase from an authorized international source.

14. Disclaimer of Warranties.

Jet hopes that you enjoy the software, however there are certain things that it does not promise about it. Other than the Limited Warranty (if applicable) and the warranty set out in Section 9 or as otherwise expressly set out in this agreement, Jet makes no specific promises, representations or warranties about the software.

15. LIMITATION OF LIABILITY; EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, JET AND ITS SUPPLIERS AND DISTRIBUTORS' ENTIRE LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT, OR ANY IMPLIED WARRANTY, IS LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JET OR ITS SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF JET OR ANY SUPPLIER OR DISTRIBUTOR, AND EVEN IF JET OR ANY SUPPLIER OR DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

16. Entire Agreement.

This agreement (together with the printed paper license terms, addendums or other terms accompanying any software supplements, upgrades, updates, and services that are provided by the distributor or installer, or Jet, and that you use), and the terms contained in any web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, upgrades and services (unless the manufacturer or installer, or Jet provides other terms with such supplements, updates, upgrades or services). You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms.
