

# Activator Terms of Use

Turnkey Intelligence, L.L.C. ("TI") is willing to license Activator and enable access to Activator, the Activator Data and/or the Third Party Services, if any, to you (a Patron or Recipient) ("User" or "you") ONLY IF YOU ACCEPT ALL OF THE TERMS AND CONDITIONS HEREIN (the "License"). TI is not willing to and does not make Activator, the Activator Data and/or the Third Party Services available to you under any other terms or subject to any other conditions. The provisions of this License apply to both Patron users and Recipient users; unless otherwise specifically noted herein. In the event that TI wishes to modify these Terms, it will (i) post such pending new Terms on TI's website and also within Activator at least sixty (60) days prior to the date of implementation and (ii) email a link to such new pending Terms to your account administrator(s).

## 1. DEFINITIONS

**Activator Data** means data which is made available to Patron or Recipient through Activator, including but not limited to: (i) information or data of another Person; (ii) information or data which is brought into Activator by any Third Party Service; and/or (iii) information or data which is otherwise available within Activator, including User Data.

**Patron** means any Person who has executed a Patron Account Creation Order.

**Person** means any individual, corporation, partnership or entity of any kind.

**Recipient** means any Person who has executed a Recipient Account Creation Order.

**Third Party Service** means any application or service accessible through Activator provided by a Person other than TI.

**User Data** means data brought into Activator by you.

## 2. TERM

The term of this License shall commence upon your submission of an Account Creation Order and continue uninterrupted on a month-to-month basis (the "Term"), unless otherwise terminated pursuant to this License. You may terminate this License at any time, upon thirty (30) days' written notice to TI, for any reason or no reason at all. TI may terminate this License upon thirty (30) days' written notice to you upon any material breach of any of your obligations under this License, unless such breach is remedied within such thirty (30) day period. TI may also terminate this License upon one hundred eighty (180) days written notice to you, for any reason or no reason at all. Except as explicitly set forth elsewhere in this License, the foregoing rights of termination will be in addition to any other legal or equitable remedies that the terminating party may have. Notwithstanding anything in this License to the contrary, the termination or expiration of this License shall not relieve either party of its obligations incurred before the date of termination, including, without limitation, the obligations to make any payment then due. Upon expiration or termination of this License: (i) you shall immediately cease accessing and/or using Activator; (ii) each party shall cease use of and immediately return to the other party all copies of Confidential Information; and (iii) you shall promptly pay to TI any and all amounts due and owing TI for all periods up to and including the date of termination or expiration.

## 3. GRANT AND RESTRICTIONS

During the term and subject to the terms and conditions hereof, TI grants you a limited, personal, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use Activator.

The license grant is expressly made subject to the following limitations: You may not yourself (and shall not permit any Person to): (i) copy or otherwise reproduce, other than as expressly permitted herein, all or any portion of Activator, the Activator Data and/or any Third Party Service; (ii) amend, modify and/or translate Activator, the Activator Data and/or any Third Party Service; (iii) reverse engineer, decompile and/or disassemble Activator, the Activator Data and/or any Third Party Service, in whole or in part, or otherwise reduce any machine readable or encrypted component thereof to human-perceivable form; (iv) use Activator, the Activator Data and/or any Third Party Service to directly or indirectly provide a time-sharing and/or subscription service to any third party and/or to function as a service bureau or application service provider; (v) create derivative works based on Activator, the Activator Data and/or any Third Party Service; (vi) sell, rent, lease, sublicense, transfer, distribute, disclose, assign, transfer, or otherwise permit access to Activator, the Activator Data and/or any Third Party Service to any third party; (vii) use any functionality or feature of Activator, the Activator Data and/or any Third Party Service that is not expressly enabled by TI; (viii) alter, destroy or otherwise obstruct or remove any intellectual property sources, notices or labels on or embedded within Activator, the Activator Data and/or any Third Party Service; and/or (ix) exercise any right to Activator, the Activator Data and/or any Third Party Service not expressly granted in this License.

This License does not convey to you an ownership interest in or to Activator, but only a limited right of access and use, revocable in accordance with the terms of this License. Activator is NOT sold to you, and all rights not expressly granted herein are reserved to TI and/or TI's licensors. TI and its licensors own all right, title and interest in and to Activator. You acknowledge and agree that any ideas, enhancements, improvements, additions or modifications to Activator, suggested by you, and any and all intellectual property rights contained therein, are TI's property, and you hereby assign and agree to assign any and all right, title and interest to any rights in such suggestions to TI. You hereby agree to abide by United States copyright, patent and trade secret law, all other applicable laws of the United States and other nations, and any applicable international treaties.

## 4. REGISTRATION & PASSWORDS

You agree to register with Activator by providing true, accurate, current and complete information about yourself and your authorized users within Activator and maintaining and promptly updating said information to keep it true, accurate, current and complete. You will be responsible for all activities of your authorized users that occur under or through your account(s), whether or not such activities were expressly authorized by you. You agree that you will not use any other Person's name, password, login or any other information from any other Person's account. You agree not to disclose, directly or indirectly, in whole or in part, any other Person's account information to any third party. In the event that you are no longer authorized to use Activator by the Patron or Recipient that authorized your use, then you expressly agree that you will immediately cease and desist access and/or use of Activator. You agree to continuously provide and maintain true,

accurate, current and complete contact information, (including name, title, company name, phone, fax and email) within Activator for at least one (1) administrator and at least one (1) billing contact.

## **5. TI OBLIGATIONS**

TI shall (i) provide the necessary software application, setup, configuration, pre-provisioning and/or testing services to make Activator available for access; (ii) setup the account administration for your account(s); (iii) provide Patron users access to the Activator API with documentation; (iv) publish dates and times for regularly scheduled teleconference/online training webinars; and (v) conduct additional training requested by you, if any, which would be charged in accordance with TI's published rates. TI, or its third party providers, shall host Activator and all associated Activator Data. Each Patron and Recipient account shall have a Storage Allotment. The Storage Allotment shall be debited storage space for data brought into Activator by the users of such account, including Third Party Services data. The Storage Allotment shall be credited storage space for (i) storage space included with a channel; and/or (ii) additional storage space leased from TI. During the Term, your account administrator may lease additional storage space for your account for an additional fee, directly through Activator. TI, or its third party providers, shall use commercially reasonable best efforts to make Activator available via the Internet on a twenty-four hour a day, seven days a week basis, excluding scheduled downtime posted in advance in Activator and scheduled only during off peak hours (weekdays Midnight-9am Eastern time and/or weekends). In the event Activator availability is less than ninety-nine and one-half percent (99.5%) in any single calendar month as a result of the acts or omissions of TI, (excluding scheduled downtime and/or downtime resulting from issues outside of TI's reasonable control), then a Patron account shall be entitled to a credit of ten percent (10%) of such calendar month's Patron Fee by submitting written notice to TI documenting said downtime and requesting said credit.

## **6. PAYMENTS**

All Activator rates shall be published on TI's website and/or within Activator continuously, including the per channel per month rate to be charged Patrons (the "Patron Rate"). In the event TI wishes to increase any Activator rate(s), it will (i) post such pending new rate(s) on TI's website at least sixty (60) days prior to the date of implementation and (ii) email a link to such pending new rates to the billing contact for your account. TI shall email an invoice to the billing contact for your account monthly in arrears for the preceding month's charges for items requested in writing by authorized users in your account. You shall pay to TI all properly invoiced charges promptly upon receipt in the United States in U.S. dollars. You will pay all taxes, duties, tariffs or similar charges that are related to the performance of this License; provided, however, in no event shall you be responsible for any such taxes or other charges levied against TI's net income. If you become thirty (30) days delinquent in the payment of undisputed amounts, TI shall email a delinquency notice to the billing contact for your account(s) and, thereafter, if such delinquency is not cured within thirty (30) days of such delinquency notice, then TI may suspend the provision of some or all of the Activator services herein.

## **7. DATA & SAFEGUARDS**

This License does not address, amend, modify, transfer and/or otherwise impact in any way any pre-existing right, title and/or interest in and to your User Data or the Activator Data. Any Person with a pre-existing right, title and/or interest in any data prior to it being brought into Activator retains all said pre-existing right, title and interest in and to said Data. By entering your User Data into Activator, you grant TI a sublicensable right to license your Patrons and Recipients (and employees, contractors or agents authorized by them) for the shared channel into which you enter or share such User Data to access and use your User Data through Activator pursuant to this License.

TI shall aggressively safeguard all Activator Data by maintaining industry standard safety and security measures including, at a minimum: (i) hosting all Activator Data in a primary hosting facility that meets or exceeds all standards required for a SSAE 16 Type II certified facility or comparable; (ii) performing network security testing no less than monthly; (iii) performing application security testing no less than weekly; (iv) maintaining a full disaster recovery environment in a separate geographic location/facility that meets or exceeds the standards required for a SSAE 16 Type II certified facility or comparable; (v) supporting synchronization of Activator Data between the primary hosting facility and the disaster recovery environment no less than daily; and (vi) backing up all Activator Data to disk no less than daily and to tape no less than weekly.

You expressly agree to not share Activator Data with any Person, unless you have been expressly authorized in advance by the owner of such Activator Data to share that Data with such Person. You agree that you will notify TI promptly in writing of the existence of any unauthorized access, disclosure, distribution, possession, alteration, transfer, reproduction or other unauthorized use of Activator, Activator Data and/or any Third Party Service of which you become aware.

You expressly agree that you shall not, and you shall not knowingly permit any Person to introduce into Activator and/or Activator Data any virus, Trojan horse, work, or other mechanism intended to cause the destruction, loss, interception or alteration of Activator Data by unauthorized means and/or persons.

Third Party Services, if any, are provided by TI to you as a convenience only. You understand and agree that Third Party Services, if any, are not a material portion of the consideration offered by TI under this License and TI reserves the right to discontinue offering any Third Party Service at any time, in its sole discretion. TI is not responsible or liable in any way for Third Party Services. Such Third Party Services may be available for purchase or subscription from Persons unaffiliated with TI. You may only acquire a Third Party Service in accordance with the terms and conditions of such Third Party Service provider. TI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS WITH REGARD TO ANY THIRD PARTY SERVICE, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

## **8. INTELLECTUAL PROPERTY**

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## **9. CONFIDENTIALITY**

"Confidential Information" shall consist of each of the following: information relating to the terms of this License; software provided under this License (including, without limitation, Activator); trade secrets of any party; the Activator Data, including without limitation, data provided by a DSP; reports under this License; products; financial statements; analyses; financial projections; business plans; marketing plans; listings; components of intellectual property; designs; customer lists; finances; personnel data; and any other information of a secret, confidential, or proprietary nature relating to a party's business. You and TI agree not to disclose Confidential Information to any other Person and will protect and treat all Confidential Information with the highest degree of care. Except as otherwise expressly provided in this License, you and TI will not use or make any copies of Confidential Information of any Person, directly or indirectly, in whole or in part, without the prior written authorization of such Person. The obligations set forth above shall not apply to Confidential Information that (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of a party; (ii) is lawfully obtained, without obligations of confidentiality from a third party who has the right to make such disclosure; (iii) is released for publication by the owner; or (iv) is independently developed by a party without access to the Confidential Information of the other party. Notwithstanding the above, either party may disclose any Confidential Information under this License to: (a) such party's agents, attorneys, investors, potential acquirors and other representatives, provided that such Persons are aware of and agree to be bound by the confidentiality provisions contained herein; and (b) to any arbiter or court of competent jurisdiction as may be reasonably required to resolve a dispute between the parties. You and TI may disclose Confidential Information if required by statute, regulation, or order of a court of competent jurisdiction, provided that such party first provides such Person with prior written notice, discloses only the minimum Confidential Information required to be disclosed, and cooperates with such Person in taking appropriate protective measures. These obligations shall continue for five (5) years following termination or expiration of this License.

## **10. LIMITED WARRANTY AND LIMITATION OF LIABILITY.**

TI warrants that the overall functionality of Activator will not be materially diminished from the functionality of Activator on the date you accept this License. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THE PRIOR SENTENCE, TI DISCLAIMS ALL WARRANTIES CONCERNING ACTIVATOR, ACTIVATOR DATA AND ANY SERVICES PROVIDED UNDER THIS LICENSE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TI DOES NOT WARRANT THAT ACTIVATOR WILL BE FREE FROM BUGS, DEFECTS OR ERRORS, OR THAT ACTIVATOR WILL BE ACCESSIBLE WITHOUT INTERRUPTION. TI and its licensors do not warrant that use of Activator, the Activator Data and any Third Party Services will be uninterrupted, virus free or error free. You acknowledge that TI and its licensors do not and cannot guarantee that your computer environment will be free from unauthorized intrusion or otherwise guarantee the privacy of your information. You will have sole responsibility for the adequate protection and backup of your equipment used with Activator, the Activator Data and any Third Party Services. Except for the express warranty set forth above, the entire risk as to the quality and performance of Activator, the Activator Data and any Third Party Services and any obligation with respect to service and support is borne by You.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND EXCEPT FOR (i) A BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS IN THE TERMS OF USE, (ii) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS LICENSE, OR (iii) A BREACH BY YOU OF THE LICENSE RESTRICTIONS IN SECTION 2, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF USE DAMAGES, LOST BUSINESS, OR ANTICIPATED PROFITS), EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS LICENSE EXCEED AMOUNTS ACTUALLY PAID BY YOU TO TI HEREUNDER, (EXCLUDING AMOUNTS PAID TO TI FOR THIRD PARTY SERVICES), IN THE THIRTY-SIX (36) MONTHS PRIOR TO DATE ON WHICH THE CLAIM GIVING RISE TO THE LIABILITY AROSE.

The above disclaimer of warranty and liability constitutes an essential part of this License, and you acknowledge that your access to and use of Activator, the Activator Data and any Third Party Services reflects your acceptance of this disclaimer of warranty and liability. Certain jurisdictions may limit TI's and its licensors' ability to disclaim their liability to you, in which case, the foregoing disclaimer shall be construed to limit TI's and its licensors' liability to the maximum extent permitted by applicable law.

## **11. INDEMNIFICATION**

TI shall defend, indemnify and hold you harmless against a third-party claim arising out of (a) a claim that Activator infringes a United States patent, copyright or trade secret of such party; (b) the gross negligence, willful misconduct or violation of law by TI provided that: (i) you notify TI in writing within thirty (30) days of the claim; (ii) TI has sole control of the defense and all related settlement negotiations; and (iii) you provide TI with the assistance, information and authority necessary to perform TI's obligations under this Section. TI shall reimburse your reasonable out-of-pocket expenses incurred in providing such assistance. You shall have the ability to participate in your own defense with counsel of its own choosing at its own expense, provided that you do not settle or attempt to settle any claim without TI's prior written approval. If Activator is held to infringe any United States patent, copyright or trade secret of such party or is believed by TI to possibly so infringe, TI shall have the option, at its expense, to (i) modify Activator to be non-infringing; or (ii) obtain for you a license to continue using Activator. If TI determines that it is not commercially reasonable to perform either of the above options, then TI may terminate the license for Activator and refund any unearned fees paid to TI by you for Activator. Notwithstanding any other provision of this License, TI assumes no liability, and shall have no liability, for any claims or allegations of infringement with respect to Activator, User Data, Activator Data or any Third Party Service or any software in or with which Activator may be used, based on: (i) your use of Activator after TI's notice that you should cease use of Activator due to a claim or allegation of infringement; (ii) your use of Activator after the expiration or termination of this License; (iii) any modification of Activator by you; (iv) your combination of Activator with non-TI software, data, hardware, or other materials, if such infringement claim would have been avoided by the use of Activator alone; (v) any claim of infringement based on use of a superseded or altered release of Activator if the infringement would have been avoided by the use of a current unaltered release of Activator and/or (vi) any trademark or trade name infringement involving any marking or branding of User.

You shall defend, indemnify and hold TI harmless against: (i) any third-party claim that any User-provided software, technology and/or specification, or the interface of same to Activator, infringes upon a United States patent, copyright, trademark or trade secret of such party; (ii) any third-party claim that Third-Party IP uploaded, posted, published, displayed and/or used in Activator by you infringes upon a United States patent, copyright, trademark or trade secret of such party; and (iii) claims for representations made by you regarding Activator other than as expressly set forth in TI's written documentation, provided that: (a) TI notifies you in writing within thirty (30) days of the claim; (b) you have sole control of the defense and all related settlement negotiations; and (c) TI provides you with the assistance, information and authority necessary to perform your obligations under this Section. You shall reimburse TI's reasonable out-of-pocket expenses incurred in providing

such assistance. TI shall have the ability to participate in its own defense with counsel of its own choosing at its own expense, provided that TI does not settle or attempt to settle any claim without your prior written approval.

THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE POTENTIAL LIABILITY AND OBLIGATIONS OF EACH PARTY AND THE EXCLUSIVE REMEDY OF THE OTHER, WITH RESPECT TO ANY ALLEGED INTELLECTUAL PROPERTY INFRINGEMENT ARISING AS A RESULT OF ACTIVITIES AND SERVICES UNDER THIS LICENSE.

## **12. TERMINATION & SUSPENSION**

The term of this License shall commence on the Effective Date and continue uninterrupted on a month-to-month basis (the "Term"), unless otherwise terminated pursuant to this License. You may terminate this License at any time, for any reason or no reason at all, by deactivating your Activator profile. TI may terminate this License upon thirty (30) days' written notice to you of your material breach of any of its obligations under this License, unless such breach is remedied within such thirty (30) day period. TI may also terminate this License upon one hundred eighty (180) days written notice to you for any reason or no reason at all. Notwithstanding anything in this License to the contrary, the termination or expiration of this License shall not relieve either party of its obligations incurred before the date of termination, including, without limitation, the obligations to make any payment then due. TI reserves the right, in its sole discretion, to suspend your Activator access at any time and for any length of time if TI reasonably believes that you are or may be in breach of any of your representations, warranties and/or obligations hereunder.

Upon termination of this License for any reason, you hereby undertake to: (i) immediately cease to access or use any part of Activator, the Activator Data and any Third Party Services; (ii) promptly return Activator, the Activator Data and any Third Party Services, all Confidential Information and related material to any Person and fully destroy, delete and/or de-install any copy of Activator, the Activator Data and any Third Party Services installed or copied by you and (iii) you shall ensure that you promptly pay TI any undisputed amounts due. TI shall have the right, but not the obligation, to permanently remove and delete Activator Data within thirty (30) days of the effective date of such termination. Your user profile will be cancelled and closed and your user name and password will be deactivated.

## **13. GENERAL TERMS**

This License shall be governed by and interpreted under the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule. Any dispute or disagreement between TI and you shall be settled by arbitration brought in the State of New York under the commercial arbitration rules then in effect of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction. The parties expressly waive and exclude the application of the Uniform Computer Information Transactions Act and/or the United Nations Convention on Contracts for the International Sale of Goods. TI may seek injunctive relief in any venue of its choosing. You hereby submit to personal jurisdiction in such courts. It is agreed that because of the proprietary nature of Activator, the Activator Data and the Third Party Services, if any, TI's and its licensors' remedies at law for a breach by you of your obligations under this License will be inadequate and that TI and its licensors shall, in the event of such breach, be entitled to, in addition to any other remedy available to it, equitable relief, including injunctive relief, without the posting of any bond and in addition to all other remedies provided under this License or available at law.

Neither party may assign this License or the licenses granted hereunder, in whole or in part, without the prior written consent of the other party, except that either party may assign this License in its entirety upon written notice to the other party in the event of a sale of all or substantially all of the assets of such party, or in the event of a sale of such party's line of business to which this License relates (whether such sale of assets or line of business is the result of a merger, sale of assets or securities, or otherwise), provided that the assignee agrees in writing to assume all of the rights and obligations of such party under this License. Any attempted assignment of this License or the licenses set forth herein in violation of this Section shall be void and of no effect.

In the event that either party is unable to perform any of its obligations under this License because of causes beyond its reasonable control or because of any act of God, accident to equipment or machinery, fire, flood, hurricane, tornado, storm or other weather condition, war, act of war, act of public enemy, terrorist act, sabotage, riot, civil disorder, act or decree of any governmental body, failure of communications lines, transportation, light, electricity or power, earthquake, civil disturbance, commotion, lockout, strike or other labor or industrial disturbance, or any illness, epidemic, quarantine, death or any other natural or artificial disaster, the party who has been so affected shall give notice to the other party and shall take all reasonable measures to resume performance. Upon receipt of such notice, all obligations under this License shall be suspended and performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay.

This License may only be amended, and any provision of this License may only be waived, in a writing specifically setting forth such amendment or waiver and specifically referencing this License, signed by both parties, in the case of an amendment, and by the waiving party, in the case of a waiver. The failure of either party to enforce any provision of this License shall not be construed to be a waiver of such a provision or the right of such party thereafter to enforce such provision or any other provision of this License. Unless otherwise stated in this License, all notices related to this License shall be in writing and shall be deemed given or delivered when (i) delivered by hand; (ii) on the next business day after mailed by prepaid express overnight mail service, such as "Federal Express" or similar mail service; or (iii) on the third business day after mailed by first-class U.S. mail, return receipt requested, and in any case addressed to the respective party at its address set forth on the most recent Order Form, or at such other address as either party has designated by notice in writing to the other party.

If any part of this License is found to be illegal, invalid or unenforceable, this License shall be given such meaning as would make this License legal, valid and enforceable in order to give effect to the intent of the parties. This License, including any exhibits hereto, constitutes the complete agreement between the parties and supersedes all other agreements, promises, representations and negotiations, whether written or oral, between the parties regarding the subject matter of the License.

You expressly agree that you shall, at all times, respect the Activator community as a whole and each Activator user individually. Your conduct in using Activator must be guided by common sense and the Rules of Etiquette posted at all times within Activator.

Last Updated: December 7, 2011  
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