

# Venturi Licensing Subscriber Agreement

This Venturi Licensing Subscriber Agreement ("Agreement") is a legal document that explains your rights and obligations as a Subscriber. Please read it carefully.

## 1. REGISTRATION AND ACTIVATION.

Venturi Licensing is an online service ("Venturi") offered by VenturiLicensing.com

You become a subscriber of Venturi Licensing ("Subscriber") by completing the Venturi registration, downloading the software, and utilizing the service. Additionally, as a Subscriber you may obtain access to certain services, software and content ("Subscriptions") available to Subscribers. Conclusion of this contract between VenturiLicensing.com and you takes place as soon as you access the Venturi Licensing service after accepting this Agreement.

This Agreement does not allow you to exploit the provided Software, Service or any of its parts for any unintended purpose including, but not limited to, circumventing the security of the Service, its methodology, or providing other users the means to use utilize licensed software illegally.

Each Subscription allows you access to certain services, software and other content under the terms of each such Subscription and this Agreement. Additional terms provided with each such Subscription ("Subscription Terms") may apply to the use of a given Subscription, and are incorporated into this Agreement. As a Subscriber, you agree to all of the terms and conditions of the Venturi Privacy Policy, which are also incorporated into this Agreement. A copy of the Venturi Privacy Policy can be found at <http://www.venturilicensing.com/privacy.php>.

When you complete Venturi's registration process, you create a Venturi account ("Account"). Your Account may also include billing information you provide to us for the purchase of Subscriptions. You are solely responsible for all activity on your Account and for the security of your computer system. You may not reveal, share or otherwise allow others to use your password or Account. You agree that you are personally responsible for the use of your password and Account and for all of the communication and activity on Venturi that results from use of your login name and password. You may not sell or charge others for the right to use your Account, or otherwise transfer your Account.

## 2. LICENSES

### A. License Terms.

Venturi and your Subscription(s) require the use of encryption and methodologies provided to you as part of the service. You may not use the Software for any purpose other than the permitted access to Venturi and your Subscriptions. Code samples provided by the Venturi site as a part of the Subscription are intended to represent the basic principles of utilizing the Service.

Venturi makes no guarantee that the provided software will function with your system or intended environment. All software samples are provided without fee and considered to be used "AT YOUR OWN RISK".

Your Subscription entitles you to future updates, new versions or other enhancements of the Software associated with your Subscription although Venturi may choose to provide such updates, etc. in its sole discretion.

Venturi hereby grants, and you accept, a limited, terminable, non-exclusive license and right to use the Software for your personal use in accordance with this Agreement and the Subscription Terms. The Software is licensed, not sold. Your license confers no title or ownership in the Software.

#### B. Restrictions.

Except as otherwise permitted under Section 2(A) with regard to sample code, you may not, in whole or in part, copy, photocopy, reproduce, translate, reverse engineer, derive source code, modify, disassemble, decompile, create derivative works based on, or remove any proprietary notices or labels from the Software or any software accessed via Venturi without the prior consent, in writing, of Venturi.

### 3. MERCHANDISE

Venturi may from time to time offer items other than software, content and services for purchase (e.g., apparel, books, posters, etc.) ("Merchandise"). Merchandise may be offered together or separate from Subscriptions, but such Merchandise is incidental to Subscriptions and the predominant purpose of Venturi is and shall remain the provision of Subscriptions and services related thereto. All offers to purchase Merchandise via Venturi are made and accepted subject to the terms and conditions of this Agreement. Your communications with Venturi or submission of any purchase order or other similar forms containing provisions contrary to the terms of this Agreement or the terms presented by Venturi during purchase of Merchandise via Venturi are hereby rejected and are not binding on Venturi.

### 4. BILLING, PAYMENT AND OTHER SUBSCRIPTIONS

Venturi offers some Subscriptions for free, and some for a Subscription fee. All fees are stated in U.S. dollars unless otherwise specified.

#### A. Payment by Credit Card.

When you provide credit card information to Venturi, you represent to Venturi that you are the authorized user of the credit card and that you authorize Venturi to charge your credit card for any Merchandise or Subscription, or other fees incurred by you. For recurring Subscriptions, each month that you use such Subscription(s), you agree and reaffirm that Venturi is authorized to charge your credit card for the Subscription fee. You agree to notify Venturi promptly of any changes to your credit card account number, its expiration date and/or your billing address, and you agree to notify Venturi promptly if your credit card expires or is canceled for any reason.

#### B. Charges to Your Credit Card.

**ALL VENTURI FEES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART.** Venturi reserves the right to change the fees or billing methods at any time and Venturi will provide notice of any such change at least thirty (30) days advance. All changes will be posted as amendments to this Agreement or in the online pricing and news

sections and you are responsible for reviewing the information to obtain timely notice of such changes. Your non-cancellation of your Account or an affected Subscription thirty (30) days after posting of the changes on Venturi means that you accept such changes. If any change is unacceptable to you, you may cancel your Account or a particular Subscription at any time as described below, but Venturi will not refund any fees that may have accrued to your Account before cancellation of your Account or Subscription, and Venturi will not prorate fees for any cancellation. If your use of Venturi is subject to any type of use or sales tax, then Venturi may also charge you for any such taxes, in addition to the Subscription or other fees published in the Rules of Use. The European Union VAT ( "VAT ") tax amounts collected by us reflect VAT due on the value of any Software or Subscription as well as import VAT collected which is to be paid to the tax authorities for the importation of Merchandise.

As the Account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your Account, including your family or friends. Information on how to cancel your Account or a particular Subscription can be found at <http://www.venturilicensing.com/>. Venturi reserves the right to collect fees, surcharges or costs incurred before you cancel your Account or a particular Subscription. In the event that your Account or a particular subscription is terminated or canceled, no refund, including any Subscription fees, will be granted. Any delinquent or unpaid Accounts must be settled before your service will be restored.

#### C. Free Subscriptions.

In some cases, Venturi may offer a free Subscription to certain services, software and content. As with all Subscriptions, you are always responsible for any Internet service provider, telephone, and other connection fees that you may incur when using Venturi, even when Venturi offers a free Subscription.

#### D. Third Party Sites.

Venturi may provide links to other third party sites. Some of these sites may charge separate fees, which are not included in and are in addition to any Subscription or other fees that you may pay to Venturi. Venturi may also provide access to third-party vendors, who provide content, goods and/or services via Venturi or the Internet. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility. Venturi makes no representations or warranties, either express or implied, regarding any such third party site.

#### E. Pricing and Payment for Merchandise.

In addition to the above, the following terms apply to pricing of and payment for Merchandise. The prices for Merchandise displayed on Venturi are subject to change at any time without notice. Charges for shipping, handling and tax may not be included in displayed prices for Merchandise but will be displayed during the purchase process, although such displayed prices may not include all taxes, duties, and other fees that you may be obligated to pay to applicable government authorities. Shipping and handling charges displayed on Venturi may or may not reflect the actual charges paid by Venturi. All war-risk, marine, or other insurance; harbor charges; tolls; wharfage; demurrage; wharf handling; duties, or warehousing charges are excluded from Merchandise prices displayed on Venturi and are your responsibility. You may be obligated under applicable local law to pay additional import duties and fees.

You must pay all applicable sales and use taxes, value added taxes and other taxes levied on you by any taxing authority on any Merchandise purchase in any country where such transactions are otherwise subject to tax, regardless of the method of delivery. Any taxes owed by you (i) as a result of purchasing Merchandise or the payment of any fee, (ii) that are required or permitted to be collected from you by Venturi under applicable law, and (iii) that are based upon the amounts payable under this Agreement, must be remitted by you to Venturi. Failure on Venturi's part to invoice you for any such taxes does not relieve you of the liability to pay such taxes. You will promptly reimburse Venturi for all taxes or other charges imposed upon Venturi by any national, state or municipal government upon the sale, use, production, or transportation of Merchandise.

## 5. THIRD PARTY CONTENT

In regard to all Subscriptions, Software, and related content that are not authored by Venturi, Venturi acts merely as an intermediary service provider. Venturi does not screen such third party content available on Venturi or through other sources. Venturi does not assume any responsibility or liability for such third party content.

## 6. DISCLAIMERS; LIMITATION OF LIABILITY; NO GUARANTEES

### A. DISCLAIMERS.

THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF VENTURI, THE SOFTWARE, AND MERCHANDISE REMAINS WITH YOU, THE USER. VENTURI EXPRESSLY DISCLAIMS (I) ANY WARRANTY FOR VENTURI, THE SOFTWARE, AND THE MERCHANDISE, AND (II) ANY COMMON LAW DUTIES WITH REGARD TO VENTURI, THE SOFTWARE, AND THE MERCHANDISE, INCLUDING DUTIES OF LACK OF NEGLIGENCE AND LACK OF WORKMANLIKE EFFORT. VENTURI, THE SOFTWARE, THE MERCHANDISE, AND ANY INFORMATION AVAILABLE IN CONNECTION THEREWITH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE IS EXPRESSLY DISCLAIMED. ALSO, THERE IS NO WARRANTY OF TITLE, INTERFERENCE WITH YOUR ENJOYMENT, OR AUTHORITY IN CONNECTION WITH VENTURI, THE SOFTWARE, MERCHANDISE OR INFORMATION AVAILABLE IN CONNECTION THEREWITH. THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### B. LIMITATION OF LIABILITY.

NEITHER VENTURI, ITS LICENSORS, NOR THEIR AFFILIATES SHALL BE LIABLE IN ANY WAY FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OR INABILITY TO USE VENTURI, YOUR ACCOUNT, YOUR SUBSCRIPTIONS AND THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL VENTURI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY DAMAGES, OR ANY OTHER DAMAGES ARISING OUT OF OR IN ANY

WAY CONNECTED WITH VENTURI, THE SOFTWARE, MERCHANDISE THAT YOU ACQUIRE VIA VENTURI, ANY INFORMATION AVAILABLE IN CONNECTION THEREWITH, OR THE DELAY OR INABILITY TO USE MERCHANDISE OR ANY INFORMATION, EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF VENTURI'S WARRANTY AND EVEN IF VENTURI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS REGARDING DAMAGES APPLY EVEN IF ANY REMEDY FAILS.

IF YOU ARE A RESIDENT OF A EUROPEAN UNION COUNTRY, THE ABOVE PARAGRAPH MAY NOT APPLY TO YOU.

#### C. NO GUARANTEES.

VENTURI DOES NOT GUARANTEE CONTINUOUS, ERROR-FREE, VIRUS-FREE OR SECURE OPERATION AND ACCESS TO VENTURI, THE SOFTWARE, YOUR ACCOUNT AND/OR YOUR SUBSCRIPTIONS(S).

### 7. EXCLUSIVE REMEDIES

#### A. EXCLUSIVE REMEDY -- VENTURI AND THE SOFTWARE.

YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH VENTURI WITH REGARD TO VENTURI OR THE SOFTWARE IS TO DISCONTINUE USE OF VENTURI AND CANCEL YOUR ACCOUNT. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, VENTURI, ITS LICENSORS, AND THEIR AFFILIATES LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

#### B. EXCLUSIVE REMEDY--MERCHANDISE.

YOU ACKNOWLEDGE AND AGREE THAT WITH REGARD TO ANY MERCHANDISE YOU PURCHASE VIA VENTURI AS YOUR EXCLUSIVE REMEDY, IN ADDITION TO THE REMEDIES EXPRESSLY SET FORTH IN SECTION 3(C), VENTURI MAY INCLUDE IN ITS OPTION THE RIGHT TO PAY TO YOU THE AMOUNT OF DIRECT DAMAGES ACTUALLY INCURRED BY YOU IN REASONABLE RELIANCE ON SUCH MERCHANDISE, AS LONG AS THAT AMOUNT DOES NOT EXCEED THE AMOUNT YOU PAID VENTURI FOR THE MERCHANDISE GIVING RISE TO THOSE DAMAGES.

THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### 8. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Venturi, its licensors and their affiliates from all liabilities, claims and expenses, including attorneys' fees, that arise from or in connection with breach of this Agreement, use of Venturi or any Subscription or any related content, or any User Generated Information, including, but not limited to, the creation, distribution, promotion and

use of any software, by you or any person(s) using your Account. Venturi reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide indemnification to Venturi in that matter. This Section regarding Indemnification shall survive termination of this Agreement.

## 9. AMENDMENTS TO THIS AGREEMENT

Venturi may amend this Agreement at any time in its sole discretion. As a Subscriber, you agree that Venturi may amend the terms of this Agreement. If Venturi amends the Agreement, such amendment shall be effective thirty (30) days after your receiving notice of the amended Agreement, either via e-mail or as a notification within the Software. You can view the Agreement at any time at <http://www.venturilicensing.com/>. Your failure to cancel your Account thirty (30) days after receiving notification of an amended Agreement will mean that you accept all such amendments. If you don't agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your Account or a particular Subscription.

## 10. TERM AND TERMINATION

Either you or Venturi has the right to terminate or cancel your Account or a particular Subscription at any time. You understand and agree that the cancellation of your Account or a particular Subscription is your sole right and remedy with respect to any dispute with Venturi.

### A. Term.

The term of this Agreement (the "Term") will be effective as of the date that you click "I Agree" below, and will continue in effect until otherwise terminated in accordance with this Agreement.

### B. Termination by You.

Additional information on how to cancel your Account or a particular Subscription can be found at <http://www.venturilicensing.com/>. Venturi reserves the right to collect fees, surcharges or costs incurred prior to the cancellation of your Account or a particular Subscription. In addition, you are responsible for any charges incurred to third-party vendors or content providers before your cancellation. In the event that your Account or a particular subscription is terminated or canceled by you, no refund, including any Subscription fees, will be granted. In the event that your Account or a particular Subscription is terminated or cancelled by Venturi for a violation of this Agreement or improper or illegal activity, no refund, including any Subscription fees, will be granted.

### C. Termination by Venturi.

1. In the case of a recurring payment Subscription (e.g., a monthly subscription), in the event that Venturi terminates or cancels your Account or a particular Subscription for convenience, Venturi may, but is not obligated to, provide a prorated refund of any prepaid Subscription fees paid to Venturi.

2. In the case of a free Subscription, Venturi may choose to terminate or amend the terms of the Subscription as provided in the "Amendments to this Agreement" section above.

### D. Survival of Terms.

Sections 2(A), 2(B), 6, 7, 8, 10(D), 11, and 12 will survive any expiration or termination of this Agreement.

## 11. APPLICABLE LAW/JURISDICTION

The terms of this section may not apply to European Union consumers.

You agree that this Agreement shall be deemed to have been made and executed in the State of Alaska, and any dispute arising hereunder shall be resolved in accordance with the law of Alaska. You agree that any claim asserted in any legal proceeding by you against Venturi shall be commenced and maintained exclusively in any state or federal court located in Anchorage, Alaska, having subject matter jurisdiction with respect to the dispute between the parties and you hereby consent to the exclusive jurisdiction of such courts. In any dispute arising under this Agreement, the prevailing party will be entitled to attorneys' fees and expenses.

## 12. MISCELLANEOUS

In the event that any provision of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect. This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements. You agree that this Agreement is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Agreement.

Venturi's obligations are subject to existing laws and legal process and Venturi may comply with law enforcement or regulatory requests or requirements notwithstanding any contrary term.

You agree to comply with all applicable import/export laws and regulations of the United States and its governmental and regulatory agencies (including, without limitation, the Bureau of Export Administration and the U.S. Department of Commerce). You agree not to export the Software or allow use of your Account by individuals of any terrorist supporting countries to which encryption exports are at the time of exportation restricted by the Bureau of Export Administration. You represent and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country.

I hereby agree to be bound by the Agreement. I also acknowledge and agree that this Agreement (including the Subscription Terms, and Privacy Policy) is the complete and exclusive statement of the agreement between Venturi and me, and that the Agreement supersedes any prior or contemporaneous agreement, or other communications, whether oral or written, between Venturi and myself.