

VIZMATRIX, INC.

SUBSCRIBER AGREEMENT AND TERMS OF USE

UPDATED ON October 30, 2014.

PLEASE SCROLL DOWN AND READ THE SUBSCRIBER AGREEMENT AND TERMS OF USE BELOW.

This Subscriber Agreement and Terms of Use (this "Agreement") governs your use of all digital products and services from VizMatrix, Inc. These products and services are provided either directly by VizMatrix, Inc. and its subsidiaries ("we", "us", "our") or through various third party platforms and devices (e.g., mobile and tablet).

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

REGARDING USE OF VIZMATRIX APPLICATIONS AND SERVICES

You may not access VIZMATRIX Services if You are **Our direct competitor**, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes

1. Changes to Subscriber Agreement. We may change the terms of this Agreement at any time by notifying you of the change in writing or electronically (including without limitation, by email or by posting a notice on the Service that the terms have been "updated" or similar words). The changes also will appear in this document, which you can access at any time by going to the Subscriber Agreement and Terms of Use link at the footer of those Services which are made available through a website or to the Legal or Legal Notices area of those Services which are made available as an application. By using a Service after changes are made to this Agreement you signify that you agree to be bound by such changes.

2. Privacy and Your Account. Registration data and other information about you are subject to our Privacy Policy. Your information may be stored and processed in the United States or any other country where VizMatrix, Inc. has facilities, and by using a Service online, you consent to the transfer of information outside of your country. If your access to a Service has been provided by or through a third party (for example, your employer or an education institution where you are

a student) (each, a "Third Party"), the Third Party may have provided us with information about you to enable us to provide you with access to the Service and distinguish you from other subscribers (such as your email address or name). If you access a Service using a password, you are solely responsible for maintaining the confidentiality of that password. If you give someone else access to your password, VizMatrix, Inc. shall have the right to immediately suspend your service. You agree to notify us promptly if you change your billing and delivery addresses and email address so we can continue to contact you and send any notices required hereunder. If you fail to notify us promptly of a change, then any notice we send to your old address shall be deemed sufficient notice.

3. Fees and Payments. You must be 18 years of age or older to purchase a subscription to the Services or any other content, product, or service offered by us. If you are less than 18 years of age and want to make any such purchase, please ask your parent or guardian to complete the purchase on your behalf. You agree to pay the subscription fees and any other charges incurred in connection with your account for a Service (including any applicable taxes) at the rates in effect when the charges were incurred. If your subscription includes access to areas containing premium content or services, your access to such areas may be subject to additional fees, terms and conditions, which will be separately disclosed in such areas. Unless you have paid by check, we will bill all charges automatically to your credit card. Subscription fees will be billed at the beginning of your subscription or any renewal. Generally, all fees and charges are non-refundable but please visit our Customer Information page at customerinfo.VizMatrix.com for more details about our refund policies. We reserve the right to issue refunds or credits at our sole discretion. If we do issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. We may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance and an opportunity to cancel. If you want to use a different credit card or you need to update your credit card details, please visit our Customer Center at customerinfo.VizMatrix.com to make changes. If you believe someone has accessed a Service using your user name and password without your authorization, please immediately notify us by calling Customer Service at the phone number listed at customerinfo.VizMatrix.com. You are responsible for any fees or charges incurred to access a Service through an Internet access provider or other Third Party service.

4. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes for which you are responsible under this Section 3, We will invoice you and you will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

5. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

6. PROPRIETARY RIGHTS AND LICENSES

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Term; Cancellation and Renewal. This Agreement shall remain in full force and effect while you use the Services. Unless you have paid by check, your subscription will renew automatically until it is cancelled in accordance with this Section. For annual subscriptions, we will notify you of the pending renewal of your subscription at least 30 days prior to the date your subscription renews, except as otherwise required by law. For all subscriptions, you must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card unless you pay by check. We may cancel your subscription at any time upon notice to you. You may cancel your subscription by contacting Customer Service at the phone number for your country listed at customerinfo.VizMatrix.com. If you are in the U.S., this number is 1-972-743-5701. Please note that only certain cancellation methods are permitted as described further in our Customer Center at customerinfo.VizMatrix.com.

6.3. Subscription Policies. By subscribing to a Service, you are subject to our Subscription policies which can be found at any time in our Customer Center at customerinfo.VizMatrix.com. Please read these carefully as they set forth our refund, cancellation and pricing policies and other important matters. We reserve the right to change these policies at any time and you should refer to them frequently to ensure you are aware of current policies.

7. Availability of Service through other Platforms; Third Party Payment Services.

7.1 If you access a Service through a mobile application or other type of third party platform, the applicable End User License Agreement for the mobile service through which you downloaded the mobile application may apply in addition to the terms of this Agreement and you agree that you are subject to such application or platform's terms in addition to this Agreement.

7.2 From time to time, we may use a third party not affiliated with us to process payments for a Service (a "Third Party Processor"). You agree that this Third Party Processor is solely responsible for controlling, handling, processing, or fulfilling purchases processed through its systems. When using such Third Party Processor you may be subject to additional terms of use/service and privacy/policy(ies) of the Third Party Processor.

8. Limitations on Use.

8.1 Only one individual may access a Service at the same time using the same email address or password, unless we agree otherwise.

8.2 The text, graphics, images, video, artwork, metadata and other data, design, organization, compilation, look and feel, advertising and all other protectable intellectual property, including but not limited to any copyrights, trademarks, service marks, trade names, trade dress, patent

rights, or database rights (the "Content") available through the Services are our property or the property of our advertisers and licensors and are protected by copyright and other intellectual property laws. Unless you have our written consent, you may not use, sell, publish, distribute, retransmit or otherwise provide access to the Content received through the Services to anyone, including, if applicable, your fellow students or employees

8.3 While you may download, store and create an archive of matrices from the Service for your personal use, you may not otherwise provide access to such an archive to anyone.

9 Additional Restrictions on Use of the Content.

9.1 You agree not to rearrange or modify the Content available through a Service. You agree not to display, post, frame, or scrape the Content for use on another web site, app, blog, product or service, except as otherwise expressly permitted by this Agreement. You agree not to create any derivative work based on or containing the Content. The framing or scraping of or in-line linking to the Services or any Content contained thereon and/or the use of webcrawler, spidering or other automated means to access, copy, index, process and/or store any Content made available on or through the Services other than as expressly authorized by us is prohibited.

9.2 You further agree to abide by exclusionary protocols (e.g., Robots.txt, Automated Content Access Protocol (ACAP), etc.) that may be used in connection with the Services. You may not access parts of the Services to which you are not authorized, or attempt to circumvent any restrictions imposed on your use or access of the Services.

9.3 As a general rule, you may not use the Content, including without limitation, any Content made available through one of our RSS Feeds, in any commercial product or service, without our express written consent.

9.4 You may not create apps, extensions, or other products and services that use our Content without our permission. You may not aggregate or otherwise use our Content in a manner that could reasonably serve as a substitute for a subscription to a Service.

9.5 Any unauthorized or prohibited use of any Content may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations and treaties. We require users to respect our copyrights, trademarks, and other intellectual property rights and shall enforce same.

9.6 You agree not to use the Services for any unlawful purpose. We reserve the right to terminate or restrict your access to a Service if, in our opinion, your use of the Service may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement.

9.7 Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Services and Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that

subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

9.8 Usage Restrictions. You will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (k) access any Service or Content in order to build a competitive product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law).

10. Third Party Web Sites, Services and Software. Your use of any third party websites, content, data, information, applications, goods, services or materials (collectively, "Third Party Services") does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on our part or of our affiliates. We do not verify, endorse, or have any responsibility for Third Party Services and any third party business practices (including, without limitation, their privacy policies), whether the Services' or our logo and/or sponsorship identification is on the Third Party Services as part of a co-branding or promotional arrangement or otherwise. Accordingly, we encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each Third Party Service you use.

11. DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY. YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE SERVICES AND THE CONTENT, TOOLS, MEMBER BENEFITS AVAILABLE THROUGH THE SERVICES IS ON AN "AS-IS", "AS AVAILABLE" BASIS AND WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VIZMATRIX, INC. AND ITS AFFILIATES AND ITS RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, ADVERTISERS, SUPPLIERS, CONTENT PROVIDERS AND LICENSORS ("THE VIZMATRIX, INC. PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE SERVICES OR SUCH CONTENT, TOOLS, OR MEMBER BENEFITS FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER

OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE VIZMATRIX, INC. PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE VIZMATRIX, INC. PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

12. Agreement to Arbitrate.

12.1 The parties acknowledge that any statutory or common law claims related to intellectual property may require forms of equitable relief that are best administered by courts; accordingly, the parties agree that except for statutory or common law claims related to intellectual property and disputes that qualify for small claims court, any controversy or claim arising out of or relating to this Agreement or any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. Judgment on the award rendered by the arbitrator may be entered in any federal or state court of competent jurisdiction located in the County of Dallas in the State of Texas. For more information about arbitration, the AAA and the arbitration process, please consult the American Arbitration Association web site at adr.org. **You agree that by entering into this Agreement, you and we are each waiving the right to trial by jury, except as otherwise stated above. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted and, by entering into this Agreement, you are giving up the ability to participate in a class action.** All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the arbitration provision are for the court to decide. As stated in Section 12.2 below, Texas law applies to any arbitration under this section, but the parties acknowledge that the Federal Arbitration Act governs the interpretation and enforcement of this provision. This agreement to arbitrate shall survive termination of this Agreement. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and, if the law allows, they can seek relief against us for you.

12.2 Unless you and we agree otherwise, the arbitration will take place either in the subscriber's county of principal residence or the County of Dallas in the State of Texas. For claims of \$14,000 or less, you can choose whether you would like arbitration carried out based only on documents submitted to the arbitrator, or by a hearing in person, or by phone.

12.3 The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by both parties. Unless both you and we agree otherwise, the arbitrator may not consolidate more than one

person's claims, and may not otherwise preside over any form of a representative or class proceeding.

13. General. This Agreement contains the final and entire agreement between us regarding your use of the Services and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Services. We may discontinue or change the Services, or their availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America, without regard to any conflict or choice of law principles. For all litigation which may be brought, subject to the requirements for arbitration hereunder, with respect to any controversy or claim, arising out of or relating to this Agreement or any relationship between us, the sole jurisdiction and venue for such litigation will be an appropriate federal or state court located in the County of Dallas in the State of Texas. Our failure to enforce any provision of this Agreement or to respond to a breach by you or other parties of this Agreement shall not in any way waive our rights to subsequently enforce any term or condition of this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

14. Additional Terms and Notices. We employ cookie technology. Read the VizMatrix, Inc. Cookie Policy for more information on our use of cookies. Certain of our content, data and information providers require us to include additional terms and conditions relating to their content and data, which you can review [here](#).

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