

## **INTELLIGENT CONVERSATIONS DASHBOARD AND CONTENT USE AGREEMENT**

This is Intelligent Conversations' (the "Provider") Agreement regarding your use of the Intelligent Conversations Dashboard and any Content provided by the Provider (the "Agreement"). You may wish to print this Agreement for your reference.

This Agreement sets forth the terms and conditions for your use of the Intelligent Conversations Dashboard. By clicking "I Agree" you agree to be bound by the terms and conditions contained in this Agreement.

### **1. DEFINITIONS**

- A. "You" means you the user of the Intelligent Conversations Dashboard and the individual executing this Agreement.
- B. "Product" means Content and Software on the Dashboard and any portion thereof, which is accessible on the Internet at <http://www.intelligentcoachingsystem.com>, or <http://www.intelligentsalessystem.com> or another uniform resource locator that the Provider might designate.
- C. "Content" means all non-Software components of the Product, including but not limited to all text, graphics, scans, photographs, icons, audio, video, and data.
- D. "Dashboard" means the web portal, and all subsequent pages made available by the Provider server located at <http://www.intelligentcoachingsystem.com>.
- E. "Use" means access to the Product, and to reproduce copies, display, or perform the Product.
- F. "Software" means all computer code (both source and object), applets, interfaces, commands, syntax, and expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content in the Product, whether created by the Provider or licensed from third parties.

### **2. LICENSE AND PERMITTED USE**

- A. Notwithstanding the protectability of the Product under any law, or lack thereof, access to and Use of the Product shall be governed exclusively by the terms of this Agreement.
- B. The Product is comprised of original works of authorship that are both proprietary and intellectual properties of the Provider or its third-party licensors and suppliers and are protected by both the terms of this Agreement as well as domestic and foreign contractual and intellectual property laws, including, but not limited to, copyright, trademark, patent, and trade secret laws.
- C. To the extent that you receive Software from the Provider, such Software is deemed part of the Product.
- D. The Provider grants to you a nonexclusive and nontransferable license to:
  - (i) use the Product as provided herein, until your access to the Dashboard is terminated as provided for in this Agreement;
  - (ii) access, load, store, and operate the Product with browser Software;
  - (iii) access the Product, including the Content, via the Internet;
  - (iv) display, download, and print such portions thereof on an ad hoc basis for your own education and enjoyment subject to the limitations in this Section.
- E. Notwithstanding the above, you shall **NOT**, without the prior written consent of the Provider, or the applicable third-party licensor or supplier:
  - (i) decompile, reverse-engineer, disassemble, or create derivative works from the Product;
  - (ii) remove or obscure any proprietary notices, including, but not limited to, any and all copyright, trademark, and patent designations contained in the Product;
  - (iii) upload, post, e-mail, transmit, publish, republish, distribute, display, or otherwise make available the Product to any third parties;
  - (iv) use the Product for any commercial, financial, or other beneficial purpose, including, but not limited to, advertising, the exploitation, rental, lease, sale, or resale of the Product;
  - (v) assign, rent, lend, lease, sell, sublicense, transfer, export from the United States, copy, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble, extract components, or create derivative works of the Product; or
  - (vi) remove, modify, hide, or otherwise make unreadable or non-viewable any notice, legend, advice, watermark, or other designation contained on the Product, component thereof or output there from.

F. You shall not interrupt, or attempt to interrupt, the operation of the Dashboard in any way.

G. The Dashboard may include technological protection measures that effectively control access, reproduction, or distribution of the Product. Any attempt to tamper or dismantle these protections is a breach of this Agreement and may be a violation of the Digital Millennium Copyright Act of 1998, and will subject the violator to civil and criminal penalties.

H. The Provider reserves the right to log off subscribers that are inactive for an extended period of time and/or log off subscribers that violate any provision of this Agreement.

I. All downloading, printing, or other Use in excess of that provided herein requires prior written permission from an executive officer of the Provider, by contacting the Provider at: [info@teamicr.com](mailto:info@teamicr.com).

J. If the Dashboard is accessed by the U.S. Government or on its behalf the Dashboard is furnished with restricted rights, use, duplication, or disclosure of the Software included in the Dashboard by the U.S. Government and parties acting on its behalf is governed by, and subject to the restrictions set forth in, Rights in Technical Data and Computer Software Act.

K. The Provider may refuse to grant you a user name that impersonates someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise offensive as determined by the Provider.

### **3. MODIFICATIONS**

A. *To the Agreement.* The Provider has the right to modify this Agreement and any policies affecting the Dashboard. Any modification is effective immediately upon posting to the Dashboard or distribution via electronic mail or conventional mail. Your continued Use of the Dashboard following notice of any modification(s) to this Agreement shall be conclusively deemed an acceptance of all such modification(s). Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of the Provider in providing the Dashboard, including, but not limited to: (i) any change in the Content; or (ii) any change in the amount or type of fees associated with the Product is to terminate your access to the Dashboard in accordance with the provisions of this Agreement.

B. *To the Dashboard.* The Provider has the right to modify, suspend, or discontinue the Dashboard or any portion thereof at any time, including the availability of any area of the Dashboard, including, but not limited to, the availability of the Product. The Provider may also impose limits on certain features and services or restrict your access to parts or all of the Dashboard without notice or liability.

### **4. PRIVACY POLICY**

The Provider's Privacy Policy is available at <http://www.intelligentconversations.com/privacy-policy>. Any changes, modifications or updates to the Provider's Privacy Policy will be posted on the Dashboard.

### **5. YOUR REPRESENTATIONS AND WARRANTIES**

You represent, warrant, and covenant that:

A. You will use the Dashboard in accordance with this Agreement.

B. The information that you have provided to the Provider is true and accurate.

C. You shall at all times comply with all applicable laws, rules, and regulations with respect to your Use of the Dashboard.

D. You shall not Use the Dashboard to infringe, misappropriate, or violate the rights of the Provider or third parties.

E. You shall not knowingly or otherwise introduce to or through the Dashboard any viruses or other items of a destructive nature.

F. You shall comply at all times with this Agreement, including any modifications to this Agreement in accordance with this Agreement.

### **6. DISCLAIMER OF WARRANTIES**

THE PRODUCT, INCLUDING ALL CONTENT, SOFTWARE, AND INFORMATION MADE AVAILABLE THEREON OR ACCESSED BY MEANS THEREOF, IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THERE ARE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, OR NON-INFRINGEMENT; (A) THAT THE FUNCTIONS CONTAINED IN THE DASHBOARD OR THE PRODUCT SHALL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (B) THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS, (C) THAT THE PRODUCT DEFECTS SHALL BE CORRECTED, (D) THAT THE DASHBOARD OR PRODUCT SHALL MEET ANY

PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR (E) THAT THE DASHBOARD OR PRODUCT, INCLUDING (FORUMS) OR THE SERVERS ON WHICH THE DASHBOARD IS OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **7. LIMITATIONS ON LIABILITY**

A. USE OF THE PRODUCT IS AT YOUR SOLE RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE AND/OR DOWNLOADING THE PRODUCT, ACCESSED THROUGH OR OBTAINED BY MEANS OF THE DASHBOARD. THE PROVIDER AND ITS AFFILIATES, AGENTS, LICENSORS, AND ANY PROVIDER OF TELECOMMUNICATIONS OR NETWORK SERVICES FOR THE PROVIDER SHALL *NOT* BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, ATTORNEYS' FEES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES OR SIMILAR DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

B. The Dashboard may include facts, views, opinions, and recommendations of individuals and organizations deemed to be of interest. The Provider does not guarantee the accuracy, reliability, completeness, or timeliness of, or otherwise endorse, these views, opinions, or recommendations. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your own risk.

The Dashboard may contain links and pointers to other sites on the Internet which may be maintained by third parties. Such links do not constitute an endorsement by the Provider of any third-party site or any materials contained therein. The Provider does not control and is not responsible for the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products, or services accessible from such third-party sites.

## **8. LIMITATION OF DAMAGES**

THE LIABILITY OF THE PROVIDER, ITS AFFILIATES, AGENTS, LICENSORS, AND ANY PROVIDER OF TELECOMMUNICATIONS OR NETWORK SERVICES FOR THE PROVIDER, IF ANY ARISING OUT OF ANY KIND OF LEGAL CLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IN ANY WAY CONNECTED WITH THE DASHBOARD, THE PRODUCT OR THE PROVIDER IS LIMITED TO THE MINIMUM AMOUNT ALLOWABLE BY LAW AND IN NO EVENT SHALL IT EXCEED THE AMOUNT OF FEES PAID BY YOU TO PROVIDER FOR ACCESS TO THE DASHBOARD AND THE PRODUCT.

## **9. REGISTRATION AND SECURITY**

A. As part of the registration process, you shall select a password and a subscriber ID. You shall provide the Provider with certain registration information, all of which must be accurate and updated as appropriate.

B. You may not (i) select or use a subscriber ID of another person with the intent to impersonate that person; (ii) use a subscriber ID in which another person has rights without such person's authorization; or (iii) use a subscriber ID that the Provider, in its sole discretion, deems offensive. Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate termination of your access to the Dashboard.

C. You shall be responsible for maintaining the confidentiality of your password.

D. You shall immediately notify the Provider of any known or suspected unauthorized Use(s) of your access to the Dashboard, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password.

E. You are responsible for all usage or activity with your access to the Dashboard, including, but not limited to, Use of your access to the Dashboard by any third party authorized by you to Use your access to the Dashboard, subscriber ID, and password. You are also responsible for any and all unauthorized access to the Dashboard by means of your subscriber ID. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to the Dashboard, at the Provider's sole discretion, and the Provider may refer you to appropriate law-enforcement agencies.

## **10. TERM AND TERMINATION**

A. Your access to the Dashboard shall continue until terminated by the Provider or until you notify the Provider in writing, either via mail, e-mail, or fax, of your decision to terminate your access to the Dashboard.

**B. IF ANY OF THESE RULES OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU MAY TERMINATE YOUR ACCESS TO THE DASHBOARD IN WRITING EITHER VIA E-MAIL, FACSIMILE, OR**

**REGULAR MAIL. YOUR CONTINUED USE OF THE PRODUCT NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THIS AGREEMENT, SHALL INDICATE ACCEPTANCE BY YOU OF SUCH RULES, CHANGES, OR MODIFICATIONS.**

C. Either you or the Provider may terminate your access to the Dashboard at any time. You understand and agree that termination of your access to the Dashboard is your sole right and remedy with respect to any dispute with the Provider. This includes, but is not limited to, any dispute related to, or arising out of: (i) any term of this Agreement or the Provider's enforcement or application of this Agreement; (ii) any policy or practice of the Provider, including enforcement or application of these policies; (iii) the content available through the Provider or any change in content provided through the Provider; and (iv) your ability to access and/or Use the Dashboard.

D. If the Provider terminates this Agreement, the Provider reserves the right to refuse to provide access or any Product to you in the future.

**11. PUBLIC REFERENCE**

You shall not use or refer to any trademarks, service marks, logos, or other identifiers of the Provider, or properties owned, controlled, licensed, or otherwise proprietary to the Provider without the prior written consent of the Provider. Any such permitted use of any trademarks, service marks, logos, or other identifiers shall inure to the benefit of the Provider.

**12. EXPORT CONTROL LAWS**

Software available on the Dashboard or as part of the Product may contain technology that is subject to export controls. You agree not to transfer or export such Software from the United States, including providing such Software to any foreign person or entity in the United States.

**13. ASSIGNMENT**

You shall not assign your rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law, or otherwise, without the prior written consent of the Provider and any attempt to do so shall be deemed null and void, and of no effect.

**14. SEVERABILITY**

If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

**15. WAIVER**

The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

**16. NOTICE**

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (A) if by hand delivery, upon receipt thereof, (B) if by mail, three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested, (C) if by facsimile transmission, upon electronic confirmation thereof, or (D) if by next-day delivery service, upon such delivery.

**17. INDEPENDENT CONTRACTOR**

No party shall have the power to bind the other party, nor shall any party make any such representation to third parties. The parties' relation to the other shall be that of an independent contractor solely responsible for the manner and means by which the duties hereunder are carried out. No party shall be construed for any purpose to be an employee subject to the control and direction of the other party.

## **18. FORCE MAJEURE**

If the performance of any part of this Agreement by the parties is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, terrorism, earthquake, fire, judicial or governmental action, labor disputes, act of God, or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered, or delayed by such causes, provided, however, that if such period of force majeure last more than thirty (30) days, then the other party hereto may terminate this Agreement.

## **19. CHOICE OF LAW**

This Agreement shall be governed by the internal laws of the State of Wisconsin without regard to the principles of conflicts of laws.

## **20. JURISDICTION AND VENUE**

Any controversies or claims arising out of or relating in any way to this Agreement or a breach thereof, shall be adjudicated in the courts of the state of Wisconsin.

## **21. HEADINGS**

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

## **22. ENTIRE AGREEMENT**

This Agreement and the attachments to it constitute the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter.

By clicking "I Agree" You agree that you have read and understand this subscriber agreement and agree to be bound by the terms and conditions contained in this Agreement.

I AGREE

By clicking "I Do Not Agree" you will not have access to the Dashboard.

I DO NOT AGREE