

COMPLIANCEBRIDGE TERMS OF SERVICE

This Agreement is a legal agreement between you and ComplianceBridge Corporation (referred to as "ComplianceBridge", "we", "our", or "us"). By accepting electronically (for example, clicking "I Agree"), installing, accessing or using the Services, you agree to these terms and conditions. If you do not agree to this Agreement, then you may not use the Services.

If you have signed a Proposal from us or issued us a Purchase Order that references this Agreement or electronically or manually signed this Agreement, then you represent that you have the authority to accept this Agreement on behalf of such organization and you have the legal authority to bind that organization.

1. AGREEMENT

This Agreement describes the terms and conditions governing your use and your organization's use of the ComplianceBridge® online Software-As-A-Service provided to you on our website, including content, updates and new releases, (collectively, the "Services"). This Agreement is effective the first date you access the Services or sign a document that references this Agreement.

2. LICENSE GRANT AND RESTRICTIONS

ComplianceBridge Corp. hereby grants you a non-exclusive, non-transferable, worldwide right to use the Services, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by ComplianceBridge Corp. and its licensors.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way; (ii) modify or make derivative works based upon the Services or the Content; (iii) create Internet "links" to the Services or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Services in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, (c) copy any ideas, features, functions or graphics of the Services, or (d) for any other purpose.

You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material harmful to children or of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (v) attempt to gain unauthorized access to the Services or its related systems or networks.

You may not or allow anyone else to access the Services if you are a direct competitor of ours or for any competitive purposes.

3. TECHNOLOGY

ComplianceBridge Technology means all of our proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible and intangible technical or information and any derivatives) used to develop the Services and made available to you in providing the Services. We retain all the rights to the ComplianceBridge Technology.

The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by us. We reserve all other rights in the Services.

4. CONTENT AND YOUR RESPONSIBILITIES

You are responsible for all materials ("Content") uploaded, posted or stored through your use of the Services. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability,

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appropriateness, and intellectual property ownership or right to use of all Content, and we are not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Content. You grant us a worldwide, royalty-free, non-exclusive license to host and use any Content to enable us to provide you with the Services.

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Services, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify us immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to us immediately and use reasonable efforts to immediately stop any copying or distribution of Content or ComplianceBridge Technology that is known or suspected by you or your Users; and (iii) not impersonate another ComplianceBridge Corp. user or provide false identity information to gain access to or use the Services.

In the event this Agreement is terminated (other than by reason of your breach), we will, upon written request, make available to you a file of the Content within 90 days of termination for the cost of a one-time Site Data Backup.

We reserve the right to withhold, remove and/or discard Content without notice for any breach. Upon termination for cause, your right to access or use Content immediately ceases, and we shall have no obligation to maintain or forward any Content. We reserve the right to monitor any Content.

The maximum disk storage space provided to you at no charge is 10GB. We reserve the right to establish or modify its general practices and limits relating to storage of Content.

You agree to provide us with complete and accurate contact information of any employees who have the legal authorization to represent and bind your organization for the purposes of the Services ("Contact"). This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized Contact and Administrator. You agree to update this information within 10 days of any changes to it.

5. MUTUAL INDEMNIFICATION AND LIMITATION OF LIABILITY

We shall indemnify, defend, and hold harmless your organization, its officers, directors, employees, agents, and affiliates from and against any and all claims, suits, actions, demands, liabilities, damages, expenses, and losses (including reasonable attorneys' fees and costs) arising out of or related to any breach of our representations, warranties, or covenants under this Agreement, any act or omission of ours, or any infringement or alleged infringement of any third-party intellectual property rights by us.

You shall indemnify, defend, and hold harmless us, our officers, directors, employees, agents, and affiliates from and against any and all claims, suits, actions, demands, liabilities, damages, expenses, and losses (including reasonable attorneys' fees and costs) arising out of or related to any breach of your representations, warranties, or covenants under this Agreement, any act or omission of yours, or any infringement or alleged infringement of any third-party intellectual property rights by you or the Content.

In the event of a claim or threatened claim, the indemnified party shall promptly notify the indemnifying party in writing of such claim or threatened claim, and the indemnifying party shall have the right to assume the defense of such claim or action, at its sole expense and with counsel of its choice. The indemnifying party shall not settle any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed.

The indemnification obligations of the parties shall survive the termination or expiration of this Agreement. Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable to the other party for any indirect, incidental, consequential, punitive, or special damages

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arising out of or related to this Agreement, whether or not such party has been advised of the possibility of such damages. The maximum liability of either party under this Agreement shall be limited to the total amount paid by you and your organization to us under this Agreement in the twelve (12) months preceding the event giving rise to the liability.

6. DISCLAIMER OF WARRANTIES

COMPLIANCEBRIDGE CORP. AND IT'S LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. COMPLIANCEBRIDGE CORP. AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY CONTENT WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPLIANCEBRIDGE CORP. AND ITS LICENSORS.

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7. GENERAL

The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. We are not responsible for any delays, delivery failures, or other damage resulting from such issues.

This agreement will be renewed in intervals of a one (1) year period after the initial license period. In following years, ComplianceBridge may increase the annual license fee up to the previous calendar year's U.S. Consumer Price Index, (CPI), without additional notice or agreement. Prior to expiration of the License period, with a minimum of 30-days written notice, either party can terminate this contract, affective at the end of the license period.

ComplianceBridge will set up the Client site for production use upon acceptance of the ComplianceBridge proposal by the Client. ComplianceBridge will invoice the Client by email to the client selected recipients when the production system is fully accessible. The Invoice is due upon receipt by the Client. If payment is not received in full by sixty days from the date of the invoice, ComplianceBridge retains the right to cancel the site license -- making the system un-useable until payment is received. ComplianceBridge may assess a reconnect fee to reinstate the operation of the system. ComplianceBridge accepts checks sent to our Lockbox as well as on-line payments: PayPal®, Credit Card payments, and Wire Transfer payments. ComplianceBridge will accept partial payments to keep the system functional until the invoice is paid in full.

We reserve the right to change this Agreement at any time, and the changes will be effective when posted through the Services, on our website for the Services or when we notify you by other means. Your continued use of the Services indicates your agreement to the changes.

This Agreement can not be assigned by either party except for ComplianceBridge being subject to a change of control due to the acquisition of more than 50% of the outstanding stock of the company.

ComplianceBridge Corp.'s privacy and security policy may be viewed at [Privacy Policy](#) ComplianceBridge Corp. reserves the right to modify its privacy and security policies from time to time. Note that because the Services are a hosted, online application, ComplianceBridge Corp. occasionally may need to notify all users of the Services of important announcements regarding the operation of the Services. You agree that we can disclose the fact that you are using the Services.

This Agreement and any dispute arising hereunder shall be governed by the laws of the State of Nevada, excluding its choice of law principles.

This written document is the complete Agreement between us unless modified as provided herein.