

## **SURVEYGOLD SOFTWARE LICENSE AGREEMENT**

LAST REVISION: April 30, 2019

PLEASE CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF THE SOFTWARE PROVIDED WITH THIS AGREEMENT (THE "SOFTWARE") CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND/OR USE THIS SOFTWARE. YOUR USE OF THIS SOFTWARE IS CONDITIONED UPON COMPLIANCE BY USE WITH THE TERMS OF THIS AGREEMENT.

### **1. General Grant of License**

Golden Hills Software, Inc. ("GHS") grants you a license to use one copy of the version of this SOFTWARE on any one hardware product. "You" means the company, entity or individual that uses the SOFTWARE. "Uses" means storing, loading, installing, executing or displaying the SOFTWARE. You may not modify the SOFTWARE or disable any licensing or control features of the SOFTWARE except as an intended part of the SOFTWARE's programming features. This license is not transferable to any other hardware product or other company, entity, or individual.

When you obtain a copy of the SOFTWARE, you are granted a perpetual license provided that you do not violate the terms of this agreement.

### **2. Statement of Ownership**

The SOFTWARE is owned and copyrighted by GHS. Your license confers no title or ownership in the SOFTWARE and should not be construed as a sale of any right in the SOFTWARE.

### **3. Statement of Copyright Rights**

The SOFTWARE is protected by United States copyright law and international treaty provisions. You acknowledge that no title to the intellectual property in the SOFTWARE is transferred to you. You further acknowledge that title and full ownership rights to the SOFTWARE will remain the exclusive property of GHS and you will not acquire any rights to the SOFTWARE except as expressly set forth in this license. You agree that any copies of the SOFTWARE will contain the same proprietary notices which appear on and in the SOFTWARE.

### **4. Reverse Engineering Statement**

You agree that you will not attempt to reverse compile, modify, translate, or disassemble the SOFTWARE in whole or in part.

### **5. Unauthorized Use Statement**

You may not use, copy, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer, or transfer the SOFTWARE except as provided in this agreement. Any such unauthorized use shall result in immediate and automatic termination of this license.

### **6. Bundling Statement**

In no case may this product be bundled with hardware or other non-shareware software without written permission from GHS (6512 Hawkeye Circle/Colorado Springs/CO/80919).

All distribution of SOFTWARE is further restricted with regard to sources which also distribute virus source code and related virus construction/creation materials. The SOFTWARE may not be made available on any site, CD-ROM, or with any package which makes available or contains viruses, virus source code, virus construction programs, or virus creation material.

Permission to distribute the SOFTWARE is not transferable, assignable, saleable, or franchisable. Each entity wishing to distribute the package must independently satisfy the terms of the distribution license.

You agree that the SOFTWARE will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.

### **7. U.S. Government Information Statement**

Use, duplication, or disclosure by the U.S. Government of the computer software and documentation in this package shall be subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277-7013 (Oct 1988) and FAR 52.227-19 (Jun 1987). The Contractor is Golden Hills Software, Inc., 6512 Hawkeye Circle, Colorado Springs, CO 80919.

### **8. Warranty Statement**

NO OTHER WARRANTIES. GHS DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE. GHS DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT

NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

LIMITED WARRANTY. THIS SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. GHS DISCLAIMS ALL WARRANTIES RELATING TO THIS SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER GHS NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS SOFTWARE SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH SOFTWARE, EVEN IF GHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. THE PERSON USING THE SOFTWARE BEARS ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT THAT LIABILITY IS BY LAW INCAPABLE OF EXCLUSION OR RESTRICTION.

IN NO EVENT SHALL ANY THEORY OF LIABILITY EXCEED THE LICENSE FEE PAID TO GHS.

#### **9. Severability Statement**

In the event of invalidity of any provision of this license, the parties agree that such invalidity shall not affect the validity of the remaining portions of this license.

#### **10. Liability Statement**

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL GHS OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE SOFTWARE, EVEN IF GHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GHS'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE LICENSE FEE PAID BY YOU, IF ANY.

#### **11. Governing Law Statement**

This agreement shall be governed by the laws of the State of Colorado excluding the application of its conflicts of law rules and shall inure to the benefit of GHS and any successors, administrators, heirs and assigns. Any action or proceeding brought by either party against the other arising out of or related to this agreement shall be brought only in a STATE or FEDERAL COURT of competent jurisdiction located in El Paso County, Colorado. The parties hereby consent to in personam jurisdiction of said courts. This agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

#### **12. Inspection and Testing Statement**

You agree and acknowledge that you will thoroughly inspect and test the SOFTWARE for all of your purposes upon commencement of your use. Any suit or other legal action, claim or any arbitration relating in any way to this agreement or SOFTWARE covered by it must be officially filed or officially commenced no later than 90 days after your first use of the software.

#### **13. Entire Agreement Statement**

This is the entire SOFTWARE license agreement between you and GHS which supersedes any prior SOFTWARE license agreement or understanding, whether written or oral, relating to the subject matter of this SOFTWARE license.

#### **14. Reserved Rights Statement**

All rights not expressly granted here are reserved to GHS.

#### **15. Agreement To Be Bound**

By using the SOFTWARE, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference.

**I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.**

**END**  
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## **SURVEYGOLD SUBSCRIPTION TERMS OF SERVICE AGREEMENT**

LAST REVISION: April 30, 2019

PLEASE READ THIS SURVEYGOLD SUBSCRIPTION TERMS OF SERVICE AGREEMENT CAREFULLY. BY COMPLETING THE SURVEYGOLD REGISTRATION PROCESS AND CLICKING THE "I ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This SurveyGold Subscription Terms of Service Agreement (the "Agreement") governs the provision of the Services (the "Services" as defined below) by Golden Hills Software, Inc. ("GHS") to you. This Agreement includes, and incorporates by this reference, the policies and guidelines referenced below.

GHS reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on the SurveyGold website (surveygold.com). GHS will alert you that changes or revisions have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted on SurveyGold website. Your use of the Services following the posting of any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions.

GHS encourages you to review this Agreement whenever you visit the SurveyGold website to make sure that you understand the terms of the Services provided to you. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with GHS for other products or services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Services.

### **1. The Services**

#### **(a) Description of Online Survey Service.**

The Services include the SurveyGold server software (the "SurveyGold Server Software") electronically recording and delivering online survey responses (the "Online Survey Responses") submitted by persons ("Online Survey Respondents") via online survey forms (the "Online Survey") created by you (the "Online Survey Author") using the SurveyGold client software (the "SurveyGold Client Software").

For the Online Survey Services to function, the Online Respondent's workstation must have online access to the server upon which the SurveyGold Server Software is installed. For the Online Survey Services to function, the hidden fields embedded in the Online Survey by the SurveyGold Client Software must not be altered or removed.

For an Online Survey that uses the "Email" processing option, immediately upon an Online Respondent submitting the Online Survey the SurveyGold Server Software will send an email (the "Online Survey Response Email") containing the Online Survey Responses to the email address(es) specified by the Online Survey Author.

For an Online Survey that uses the "Record" processing option, immediately upon an Online Respondent submitting the Online Survey the SurveyGold Server Software will electronically record the Responses on the server upon which the SurveyGold Server Software is installed. If enabled by the Online Survey Author when creating the Online Survey, if this is first submission on this particular date, the daily notification feature will send one Online Survey response notification email to the Online Survey Author. Once recorded by the SurveyGold Server Software, the Online Survey Responses are available to be electronically retrieved by the SurveyGold Client Software. Immediately after the Online Survey Responses are electronically retrieved by the SurveyGold Client Software, the Responses are archived on the server on which the SurveyGold Server Software is installed.

GHS will use commercially reasonable efforts to maintain availability of the Online Survey Service during the Term (as defined below). GHS reserves the right, without liability to you or any other third party, to modify or discontinue, temporarily or permanently, in whole or in part, the Services without notice.

Your use of the Online Survey Service must comply with the Anti-Spam Policy (as described at <http://www.surveygoldsolutions.com/anti-spam-policy.html>)

#### **(b) Description of Client Software Update Service.**

The Services include access to a secure location on the SurveyGold website where the most up-to-date release of the SurveyGold Client Software (the "Client Software Update") may be electronically installed to the workstation on which an older release of the SurveyGold Client software is with no additional cost incurred by you. For the Client Software Update Services to function, the workstation on which the older release of SurveyGold Client Software is installed must have online access to the SurveyGold website.

GHS will use commercially reasonable efforts to maintain availability of the Client Software Update Service during the Term (as defined below). GHS reserves the right, without liability to you or any other third party, to modify or discontinue, temporarily or permanently, in whole or in part, the Services without notice.

#### **(c) Description of Client Application Database Online Backup and Restore Service.**

The Services include the SurveyGold Server Software providing the ability (the "Client Application Database Online Backup and Restore Service") for you (the "SurveyGold Client Application User") to electronically maintain up to ten (10) point-in-time copies of the Client Application Database (the "Client Application Database") used by the SurveyGold Client Software to manage and track the SurveyGold Client Application User's application-related data. Copies of the Client Application Database are managed chronologically on a rolling basis such that the ten most recent backup copies are maintained by the SurveyGold Server Software and made available to the SurveyGold Client Application to restore based upon the Client ID (the "Client ID") that uniquely identifies the SurveyGold Client Application Software. In the event that the SurveyGold Client Application is unable to restore a backup copy of a Client Application Database, the SurveyGold Client Application User may request a backup copy of a Client Application Database via request to Customer Support via email at support@surveygold.com or via available support request capabilities on the SurveyGold website.

For the Client Application Database Backup and Restore Service to function, the workstation on which the SurveyGold Client Software is installed must have online access to the SurveyGold website and the Client ID must be authenticated as valid by the SurveyGold Server Software.

GHS will use commercially reasonable efforts to maintain availability of the Client Application Database Backup and Restore Service during the Term (as defined below). GHS reserves the right, without liability to you or any other third party, to modify or discontinue, temporarily or permanently, in whole or in part, the Services without notice.

**(d) Description of Field Surveyor Network Management Service.**

The Services include the SurveyGold Server Software providing the ability (the "Field Surveyor Network Management Services") for you (the "Field Survey Author") to electronically maintain a set (the "Field Surveyor Network") of people (the "Field Surveyors") and related field surveys created by you (the "Field Surveys") using the SurveyGold Client Software in concert with a Field Surveyor Software (the "Field Surveyor Software") used by the Field Surveyors. Field Surveyor Network Management Service includes the ability for you to invite a person via email to be a Field Surveyor in your network (the "Field Surveyor Network Invitation"), for that person to accept your invitation using their Field Surveyor Software (the "Field Surveyor Acceptance"), for you to assign and distribute a Field Survey to a Field Surveyor (the "Field Survey Assignment"), for the Field Surveyor to change their availability status (the "Field Surveyor Availability Status Change"), for you to remove the distribution of a Field Survey from a Field Surveyor (the "Field Survey Assignment Removal") and for you to remove a Field Surveyor from your network (the "Field Surveyor Network Removal").

For the Field Surveyor Network Management Service to function, the Field Surveyor's workstation and the Survey Author's workstation must have online access to the server upon which the SurveyGold Server Software is installed.

GHS will use commercially reasonable efforts to maintain availability of the Field Surveyor Network Management Service during the Term (as defined below). GHS reserves the right, without liability to you or any other third party, to modify or discontinue, temporarily or permanently, in whole or in part, the Field Surveyor Network Management Service without notice.

**(e) Description of Field Survey Response Recording and Delivery Service.**

The Services include the SurveyGold Server Software recording and delivering of responses to Field Surveys (the "Field Survey Responses") submitted by Field Surveyors using Field Surveyor Software to the SurveyGold Client Software used by you.

For the Field Survey Response Recording and Delivery Service to function, the workstation with the Field Surveyor Software and the workstation the SurveyGold Client Software must have online access to the server upon which the SurveyGold Server Software is installed.

GHS will use commercially reasonable efforts to maintain availability of the Field Survey Response Recording and Delivery Service during the Term (as defined below). GHS reserves the right, without liability to you or any other third party, to modify or discontinue, temporarily or permanently, in whole or in part, the Field Surveyor Network Management Services without notice.

**(f) Description of Offline Survey Service.**

The Services include the SurveyGold Client Software software electronically recording offline survey responses (the "Offline Responses") submitted by persons (the "Offline Respondents") via completed paper survey forms or verbal responses (the "Offline Survey Responses") to paper surveys or verbal surveys (the "Offline Surveys") and entered by you (the "Offline Survey Author") or the Offline Respondents using the SurveyGold Client Software.

**(g) Description of Shared Responses Survey Subscriber Network Management Service.**

The Services include the SurveyGold Server Software providing the ability (the "Shared Responses Survey Subscriber Network Management Services") for you (the "Shared Responses Survey Author") to electronically maintain a set (the "Shared Responses Survey Subscriber Network") of people (the "Shared Responses Survey Subscribers") and related shared surveys (the "Shared Responses Surveys") created by you using the SurveyGold Client Software in concert with a SurveyGold Client Software (the "Shared Responses Survey Subscriber Software") used by the Shared Responses Survey Subscribers. Shared Responses Survey Subscriber Network Management Services include the ability for you to

invite a person via email to be a Shared Responses Survey Subscriber in your network (the "Shared Responses Survey Subscriber Network Invitation"), for that person to accept your invitation (the "Shared Responses Survey Subscriber Acceptance") using their Shared Responses Survey Subscriber Software, for you to assign and distribute a Shared Responses Survey to a Shared Responses Survey Subscriber (the "Shared Responses Survey Subscription"), for you to remove the distribution of a Shared Responses Survey from a Shared Responses Survey Subscriber (the "Shared Responses Survey Subscription Removal") and for you to remove a Shared Responses Survey Subscriber from your network (the "Shared Responses Survey Subscriber Network Removal").

For the Shared Responses Survey Subscriber Management Service to function, the Shared Responses Survey Subscriber's workstation and the Survey Author's workstation must have online access to the server upon which the SurveyGold Server Software is installed.

GHS will use commercially reasonable efforts to maintain availability of the Shared Responses Survey Subscriber Network Management Service during the Term (as defined below). GHS reserves the right, without liability to you or any other third party, to modify or discontinue, temporarily or permanently, in whole or in part, the Field Surveyor Network Management Services without notice.

#### **(h) Shared Responses Survey Delivery Service.**

The Services include the SurveyGold Server Software recording and delivering of responses of Shared Responses Surveys (the "Shared Responses Survey Responses") to Shared Responses Survey Subscribers specified by you using the SurveyGold Client Software and received by the Shared Responses Survey Subscribers using the SurveyGold Client Software.

For the Shared Response Survey Delivery Service to function, the workstation with the Shared Responses Surveyor Software and the workstation the SurveyGold Client Software must have online access to the server upon which the SurveyGold Server Software is installed.

GHS will use commercially reasonable efforts to maintain availability of the Shared Responses Survey Delivery Service during the Term (as defined below). GHS reserves the right, without liability to you or any other third party, to modify or discontinue, temporarily or permanently, in whole or in part, the Shared Responses Survey Subscriber Network Management Services without notice.

#### **(i) Team User Management Service.**

The Services include the SurveyGold Server Software providing the ability (the "Team User Management Services") for a designated person (the "Team User Manager") to electronically maintain a set (the "Team User Network") of people (the "Team Users") and related SurveyGold Client Software licenses via an online portal (the "Team User Portal"). Team User Management Services include the ability for a Team User Manager to invite a person via email to be a Team User (the "Team User Network Invitation") by installing the SurveyGold Client Software and entering an activation code that activates the SurveyGold Client Software for that person; for Team User Manager to perform maintenance activities (the "Team User Maintenance") including deactivating a user and re-issuing a Team User Network Invitation.

For the Team User Management Service function, the Team User Manager must have online access to the server upon which the SurveyGold Server Software is installed.

#### **(j) SurveyGold Basic Service Package.**

The Services include a Basic Service Package (the "Basic Service Package") which is available to you without payment of a Fee (as defined below) for a Free Service Period (as defined below). The Services include the Client Software Update Service, Client Application Database Online Backup and Restore Service, Online Survey Service and Offline Survey Service providing the ability to produce and distribute unlimited Online Surveys and Offline Surveys while limiting the total combined number of Online Survey Responses and Offline Survey Responses to a maximum of 100 (one hundred) for each survey created by you using the SurveyGold Client Software. The Field Surveyor Network Management Service, Field Survey Response Recording and Delivery Service, Shared Responses Survey Subscriber Network Management Service and Shared Responses Survey Delivery Service are not included in the Basic Service Package. Specific SurveyGold Client Software features are disabled in the Basic Service Package at the discretion of GHS.

#### **(k) SurveyGold Standard Service Package.**

The Services include a Standard Service Package (the "Standard Service Package") which is available to you with payment of a Fee (as defined below) for a Paid Service Period (as defined below). The Services include the Client Software Update Service, Online Survey Service and Offline Survey Service providing the ability to produce and distribute unlimited Online Surveys and Offline Surveys while limiting the total combined number of Online Survey Responses and Offline Survey Responses to a maximum of 1,000 (one thousand) for each survey created by you using the SurveyGold Client Software (the "Basis Survey") which is limited to containing a maximum of 10 (ten) questions. The Field Surveyor Network Management Service, Field Survey Response Recording and Delivery Service, Shared Responses Survey Subscriber Network Management Service, Shared Responses Survey Delivery Service and Team User Management Service are not included in the Standard Service Package. All SurveyGold Client Software features disabled in the Basic Service Package are enabled in the Standard Service Package.

**(l) SurveyGold Premium Service Package.**

The Services include a Premium Service Package (the "Premium Service Package") which is available to you with payment of a Fee (as defined below) for a Paid Service Period (as defined below). The Services include the Client Software Update Service, Online Survey Service and Offline Survey Service providing the ability to produce and distribute unlimited Online Surveys and Offline Surveys without limits as to the total combined number of Online Survey Responses and Offline Survey Responses for each survey created by you using the SurveyGold Client Software (the "Basis Survey") which can contain unlimited questions. The Field Surveyor Network Management Service and Field Survey Response Recording and Delivery Service are included in the Premium Service Package. The Shared Responses Survey Subscriber Network Management Service, Shared Responses Survey Delivery Service and Team User Management Service are not included in the Premium Service Package. All SurveyGold Client Software features disabled in the Basic Service Package are enabled in the Premium Service Package.

**(m) SurveyGold Ultimate Service Package.**

The Services include an Ultimate Service Package (the "Ultimate Service Package") which is available to you with payment of a Fee (as defined below) for a Paid Service Period (as defined below). The Services include the Client Software Update Service, Online Survey Service and Offline Survey Service providing the ability to produce and distribute unlimited Online Surveys and Offline Surveys without limits as to the total combined number of Online Survey Responses and Offline Survey Responses for each survey created by you using the SurveyGold Client Software (the "Basis Survey") which can contain unlimited questions. The Field Surveyor Network Management Service, Field Survey Response Recording and Delivery Service, Shared Responses Survey Subscriber Network Management Service, Shared Responses Survey Delivery Service and Team User Management Service are included in the Ultimate Service Package. All SurveyGold Client Software features disabled in the Basic Service Package are enabled in the Ultimate Service Package.

**(n) Paid Services.**

The Services include these paid services (the "Paid Services") which require the paying of a Fee: Standard Service Package, Premium Service Package and Ultimate Service Package.

**(o) Free Services.**

The Services include these free services (the "Free Services") which do not require the paying of a Fee: Basic Service Package.

**(p) Free Service Period.**

GHS will provide the Basic Package Services to you perpetually free of charge (the "Free Service Period"q). The Free Service Period will begin on the date you install and register the SurveyGold Client Software and ends when you uninstall the SurveyGold Client Software. The Free Service Period will also begin when a Paid Service Expiration Date occurs (as defined below).

**(q) Paid Service Period.**

You can pay a Fee (as defined below) for a one-month or one-year paid service period (the "Paid Service Period") for the Standard Service Package, Premium Service Package or Ultimate Service Package (the "Paid Service"). GHS will provide the Paid Service for the Paid Service Period. The Paid Service Period will begin on the date of purchase and ends when the Paid Service Period expires (the "Paid Service Expiration Date"). When the Paid Service Expiration Date occurs, the Free Service Period begins again and the Service reverts to the Basic Service Package.

**(r) Fees.**

You must pay a monthly or annual fee (the "Fee") in order to use the Paid Services. If you do not pay a Fee, you will only be able to use the Free Services. If you have previously paid a Fee, and the Paid Service Expiration Date occurs, GHS may ask you whether you would like to continue the Paid Services for a monthly or annual fee (the "Fee"). If, at any time thereafter, you fail to pay any amount under this Agreement when due or are otherwise in breach or default under this Agreement, you will only be able to use the Basic Service Package.

**(s) Agreement Term.**

The term of this Agreement (the "Term") will begin on the date of the Free Service Period. It continues when a Paid Service Period begins. GHS's provision of the Paid Services to you will continue for a one-month or twelve-month period from the beginning of the Term unless earlier terminated as set forth below. GHS's provision of the Free Services to you will continue perpetually at the beginning of the Term unless earlier terminated under as set forth below.

The Paid Services may be renewed by you 7 days prior to the end of the one-month Term (the "Monthly Renewal Date") for a successive one-month period or 90 days prior to the end of the one-year Term (the "Annual Renewal Date") for a successive twelve-month period unless earlier terminated by you or GHS as set forth below. The renewal Fee will be

equal to GHS's Fee for Services then in effect for the renewal Term.

If you do not to pay the renewal Fee, then you are choosing to discontinue the Paid Services and reinstate Free Services on the Monthly Renewal Date or Annual Renewal Date. However, this Agreement will otherwise remain in effect and you agree to abide by its terms and conditions until such time as either you or GHS terminates this Agreement.

## **2. Modifying the Services and Termination of Agreement.**

We may add or remove features or functionalities, and we may also suspend or stop the Services altogether. We may take any of these actions at any time, and when we do, we may not provide you with any notice beforehand. While we hope you remain a life long SurveyGold user, you can terminate these Terms at any time and for any reason by uninstalling your SurveyGold Client Software from your workstation. GHS may also terminate these Terms with you at any time, for any reason, and without advance notice. That means that we may stop providing you with any Services or impose new or additional limits on your ability to use the Services. For example, we may deactivate your account due to prolonged inactivity, and we may reclaim your username at any time for any reason. Regardless of who terminates these Terms, both you and GHS continue to be bound by all all sections of the Agreement.

## **3. Disclaimer of Warranties Regarding Services on the SurveyGold Website**

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GHS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, ANY RESULTS OBTAINED THROUGH THE SERVICES AND ANY GOODS OR SERVICES OBTAINED ON OR THROUGH THE SERVICES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GHS MAKES NO WARRANTY:

(1) THAT THE SERVICES WILL SUCCESSFULLY DELIVER ALL ONLINE SURVEY RESPONSES OR ALL ONLINE SURVEY RESPONSE NOTIFICATIONS VIA EMAIL;

(2) THAT THE SERVICES WILL SUCCESSFULLY DELIVER ALL FIELD SURVEYS AND FIELD SURVEY RESPONSES, FIELD SURVEYOR NETWORK INVITATIONS, FIELD SURVEYOR ACCEPTANCES, FIELD SURVEY ASSIGNMENTS, FIELDS SURVEYOR AVAILABILITY STATUS CHANGES, FIELD SURVEY ASSIGNMENT REMOVALS, FIELD SURVEYOR NETWORK REMOVALS;

(3) THAT THE SERVICES WILL SUCCESSFULLY DELIVER ALL SHARED RESPONSES SURVEYS AND SHARED RESPONSES SURVEY RESPONSES, SHARED SURVEY RESPONSES SUBSCRIBER NETWORK INVITATIONS, SHARED SURVEY RESPONSES SUBSCRIBER ACCEPTANCES, SHARED SURVEY RESPONSES SUBSCRIBER SUBSCRIPTIONS, SHARED SURVEY RESPONSES SUBSCRIBER REMOVALS, SHARED SURVEY RESPONSES SUBSCRIBER NETWORK REMOVALS;

(4) THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;

(5) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED;

(6) REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH OR FROM THE SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SERVICES;

(7) REGARDING ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OR FROM THE SERVICES (DOWNLOADING OR ACCESS IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA); OR

(8) THAT THE SERVICES WILL NOT CAUSE YOUR ONLINE SURVEY RESPONSES, ONLINE SURVEY RESPONSE NOTIFICATIONS, FIELD SURVEYS, FIELD SURVEY RESPONSES, FIELD SURVEYOR NETWORK INVITATIONS, FIELD SURVEYOR ACCEPTANCES, FIELD SURVEY ASSIGNMENTS, FIELDS SURVEYOR AVAILABILITY STATUS CHANGES, FIELD SURVEY ASSIGNMENT REMOVALS, OR FIELD SURVEYOR NETWORK REMOVALS TO BE DELAYED OR INADVERTENTLY LOST.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GHS OR THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## **4. Limitation of Liability Regarding Services on the SurveyGold Website**

GHS ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID DURING THE TERM.

GHS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES IN ANY MANNER, INCLUDING LIABILITIES RESULTING FROM:

- (1) THE USE OR THE INABILITY TO USE THE SERVICES;
- (2) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- (3) ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; OR
- (4) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA THROUGH THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF GHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GHS WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM INTERRUPTION, SUSPENSION OR TERMINATION OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER SUCH INTERRUPTION, SUSPENSION OR TERMINATION WAS JUSTIFIED OR NOT, NEGLIGENT OR INTENTIONAL, INADVERTENT OR ADVERTENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **5. Agreement To Be Bound**

By applying for the Services through the SurveyGold Client Software's online registration process, the Field Surveyor Software's online registration process, or by using the Services, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference.

**I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.**

**END**

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