

## X-EVM USER AGREEMENT

Last Updated: June 19th, 2014

This User Agreement governs all of your use of our application (the "Application"), whether you access it from our website at <http://www.evmresearch.com> (the "Site"), from our mobile applications and mobile websites, or from any other application or access point we make available to you. THIS AGREEMENT GOVERNS ALL USE YOU MAKE OF THE APPLICATION AND OUR SITE, INCLUDING YOUR FREE OR PAID USE (IF ANY).

### 1. Acceptance of Agreement.

This Agreement is a legal contract between EVM Research LLC ("we," "us," or "X-vm") and you. BY PURCHASING AND/OR ACCESSING THE APPLICATION, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND YOUR COMPANY TO THIS AGREEMENT, AND THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR YOUR COMPANY DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU SHOULD NOT ACCEPT IT AND YOU SHOULD NOT PURCHASE AND/OR ACCESS THE APPLICATION. If you are accepting this Agreement on behalf of your company, then the terms "you" and "your" refer to your company whenever used below.

### 2. No Competitive Use.

You may not register for or use our Application to monitor or test its performance or for other benchmarking or competitive purposes.

### 3. Modifications to Agreement.

We reserve the right to modify this Agreement by posting an updated version on our Site or on our Application. Any updated version will become effective 15 days after posted. If you do not agree to any modified terms, you may terminate the Agreement in the manner described in Section 10.2 below. Your continued use of the Application after notice will constitute your acceptance of the modified Agreement.

### 4. Use of Application; Restrictions.

#### 4.1 Permitted Use.

Among other features, the Application allows users to create, upload, download, organize, modify and store data, content, and file attachments in application worksheets ("Sheets") and forward those Sheets to other users who made read the sheets or access and edit them if the other users are also Licensed Users. Subject to the terms and conditions of this Agreement and the usage limitations established by

the Application, we hereby grant you a worldwide, non-exclusive, non-transferable right to access and use the Application during the term of this Agreement to (i) create, submit content to, edit and delete Sheets, (ii) forward the sheets, and (iii) otherwise use the Sheets, web forms, reports, and other features and functionality of the Application for your personal use (or, if you are a company, your internal business purposes).

#### 4.2 Licensed Users.

EVM Research LLC will allow you to use the Application as licensed user subject to the terms of this agreement ("Licensed User"). Each Licensed User only be a single human individual who has purchased an individual license or a corporation or group that has purchased a corporate license which shall cover everyone employed by that corporation, but not 3rd parties subcontracted by the corporation. You are responsible for all use and misuse of the Application that occurs under your Licensed Users' credentials, and you agree to notify EVM Research LLC of any unauthorized access or use of which you become aware.

#### 4.3 Prohibited Use.

You will not (and will ensure that your Licensed Users do not): (a) "frame," distribute, resell, or permit access to the Application by any third party other than for its intended purposes (for example, by sharing Sheets or publishing Sheet content); (b) permit multiple Licensed Users to access the Application using shared login credentials (i.e., a shared email address and password); (c) use the Application other than in compliance with applicable federal, state, and local laws; (d) interfere with the Application or disrupt any other user's access to the Application; (e) reverse engineer, attempt to gain unauthorized access to the Application, or attempt to discover the underlying source code or structure of the Application; (f) submit to the Application any content or data that is false, misleading, defamatory, threatening, offensive, or infringing of intellectual property rights, or that contains mass mailings or any form of "spam"; (g) submit to the Application any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Application.

#### 4.4 Educational Use.

If you are Licensed User under this Agreement who has purchased this product for educational use, you may not use it for commercial use. A separate license of the Application for individual or corporate use must be purchased. Educational service providers may use X-evm

licensed for educational service providers in a physical class room setting, but are not authorized to use it over the network (such as the internet/website) for training their clients or individuals(s) without the expressed and explicit authorization of EVM Research LLC.

## 5. Your Content.

### 5.1 Ownership and Treatment of Your Content; Representation.

As between you and X-evm, you retain all right, title and interest in any and all data, files, attachments, text, images, personally identifiable information, and other content that you the ("Creator") upload or submit to the Application (collectively, "Your Content"). Your Content includes any data or content collected by you from third parties and submitted to X-evm. You represent and warrant that you have all rights, permissions and consents necessary (a) to submit Your Content to X-evm, (b) to grant X-evm the limited rights to use Your Content set forth in this Agreement, and (c) for any transfer of Your Content or your Sheets.

### 5.2 Use of Your Content by X-evm.

You agree that, subject to the sharing settings selected for Sheets where Your Content is stored, X-evm may use Your Content to provide the Application and its features, including by making it available for viewing, download and modification by other Application users with access rights to those Sheets. The Application includes features that permit Creators to "invite" third partys to view, modify, collaborate on, share, and "publish" content from Sheets. X-evm has no liability for any distribution, display, use or disclosure of Your Content by other users of the Application to whom you provide or submit Your Content.

### 5.3 Sharing of Your Content.

X-evm may, notwithstanding any provision of any separate nondisclosure agreement that may have been executed between you and X-evm, distribute and disclose Your Content (a) to other users via the Application as described in this Section 5, and (b) to X-evm's service providers who act on X-evm's behalf in providing the Application (as long as such service providers are subject to confidentiality obligations substantially as protective of Your Content as this Agreement).

### 5.4 Treatment of Your Content at Termination.

After termination or expiration of this Agreement, X-evm has no obligation to retain, and may delete Your Content from the Application at any time.

## 6. X-evm APIs.

X-evm may make certain application programming interfaces (APIs), API access tokens, HTML scripts, data import tools, or other software available to you as part of the Application (collectively, "X-evm

APIs"). X-evm grants you a non-exclusive, non-transferable license, only while this Agreement remains in effect, to use any such X-evm APIs solely to access and use the Application for your individual use. You agree not to distribute, disclose or make available the X-evm APIs to any third party or (unless you are a registered user of X-evm's Development Platform and have accepted X-evm's Development Program Agreement) to distribute, disclose or make available any software application or website that incorporates or calls the X-evm APIs.

#### 7. Purchase is Non-refundable

Once a purchase commences, all Service Fees paid are non-refundable..

#### 8. Purchase Fees; Payment; Taxes.

When you purchase the Application, you will provide the purchase portal with either a valid, up-to-date credit card number or the other payment information it request. If you have selected a credit card or Paypal as your payment method, you authorize it to charge your credit card (or Paypal account, as applicable). The purchase price shown does not include any local, state or federal taxes or duties. Except for our income taxes and gross receipts taxes, you acknowledge that you are responsible to pay such taxes (if any). If the purchase portal collects sales tax or other taxes from you, the purchase portal will identify the portion of your payment attributable to such taxes.

#### 9. Term and Termination

##### 9.1 Termination by Us for Cause.

We may terminate this Agreement and your access to the Application immediately, without any obligation to notify you or refund any Fees, if you are in breach of this Agreement, you misappropriate or infringe any of our intellectual property or proprietary rights, or you fail to make any payment when due.

##### 9.2 Termination by Us for Convenience.

In addition, we may terminate this Agreement at any time, for any reason or no reason, by giving you 5 days' written notice to the email address you provide when you register for the Application. If we discontinue your access to the Application at the end of this 5 day period, our termination will be effective at the end of this period.

##### 9.3 Effect of Termination.

Upon expiration or termination of this Agreement: (a) all rights and obligations of the parties will cease, except that the following sections will survive: 2, 3, 4.4, 5, 10, 11, 12.4, 13.1, 13.3, and 14 through 19; and (b) notwithstanding any provision of any surviving section, you will have no further right to use the Application.

#### 10. Ownership of the Application.

##### 10.1 Application and Documentation.

As between the parties, X-evm retains all right, title and interest in and to (a) the Application and the technology and software used to provide it, and all intellectual property and proprietary rights therein; and (b) all electronic and print documentation and other content and data (excluding Your Content) made available through the Application. Except for your rights to access and use the Application set forth in this Agreement, nothing in this Agreement licenses or conveys any of X-evm's intellectual property or proprietary rights to anyone, including you.

#### 10.2 Feedback.

You agree that X-evm will have a perpetual right to use and incorporate into the Application any feedback or suggestions for enhancement that you or your Licensed Users provide to X-evm concerning the Application ("Feedback"), without any obligation of compensation.

#### 11. Privacy.

X-evm provides the Application in accordance with its Privacy Policy, as it may be updated from time to time and posted on the Site ("Privacy Policy"). You acknowledge that your use of the Application is governed by the Privacy Policy. Privacy policy is also available at the bottom of this page.

#### 12. Confidentiality.

You agree not to disclose, duplicate, publish, release, transfer or otherwise make available our Confidential Information in any form to any person or entity without our prior written consent. "Confidential Information" means any of our financial, technical, or business information that we designate as confidential at the time we disclose it to you, or that you should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. The specific features of the Application, the documentation we provide to you in connection with it, and the X-evm APIs are our Confidential Information. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of your confidentiality obligation under this Agreement; (ii) was independently developed by you without breach of your confidentiality obligation under this Agreement; or (iii) is received from a third party who obtained such Confidential Information without breach of any obligation owed to us.

#### 13. Representations and Warranties; Disclaimer.

##### 13.1 General.

Each party represents and warrants that it has the necessary authority to enter into this Agreement.

##### 13.2 Limited Warranty for Application.

X-evm represents and warrants that the Application will operate

substantially as described in the online documentation made available with the Application.

### 13.3 Disclaimer.

EXCEPT FOR THE LIMITED WARRANTIES IN SECTION 14.2, X-EVM MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE APPLICATION, INCLUDING ITS DOCUMENTATION, THE X-EVM APIS, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE APPLICATION, WHETHER EXPRESS OR IMPLIED. X-EVM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. X-EVM DOES NOT WARRANT THAT THE APPLICATION WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

### 14. Liability Limitation; Damages Exclusion.

X-EVM WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF X-EVM HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, X-EVM'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED THE FEES ACTUALLY PAID TO X-EVM UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

### 15. Indemnification.

You will defend, indemnify and hold harmless X-vm and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, that arises out of or relates to Your Content (except to the extent such claim arises from X-vm's use of Your Content in violation of this Agreement), including without limitation claims that Your Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law.

### 16. Publicity.

You agree that, if you have (or have had) a paid subscription to the Service, we may identify you as a customer on our Site or in our customer list, blogs, and other public communications.

### 17. Notices.

Except where this Agreement permits notice via email, all notices required under this Agreement must be in writing, must be sent via internationally recognized delivery service or messenger or via U.S. mail, and will be deemed given five (5) business days after having been sent. Notices must be addressed as follows: if to us, to Attn: Legal Affairs, EVM Research LLC, P.O.BOX 251362 PLANO TX 75025-1362 -and for notices permitted to be sent via email, to [evmresearch@outlook.com](mailto:evmresearch@outlook.com); and, if to you, to the contact name and address or email address that you have provided us.

## 18. Entire Agreement.

This Agreement represents the entire agreement between X-evm and you with respect to your use of the Application and the related matters set forth in this Agreement. As between X-evm and you, this Agreement expressly supersedes (i) any terms or conditions stated in your purchase order, order documentation or similar document, (ii) any online agreement that you or your Licensed User may have accepted, or may accept in the future, in the course of using the Application, and (iii) any other contemporaneous or prior agreements or commitments regarding the Application or the other subject matter of this Agreement.

## 19. General.

This Agreement has been written in the English language, and you agree that the English language version will govern your use of the Application and the other matters described in this Agreement. Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control (e.g., technology malfunctions or acts of God). This Agreement is governed by the internal laws of the State of Texas, without regard to its conflicts of law rules, and each party hereby consents to exclusive jurisdiction and venue in the state and federal courts located in San Antonio, Texas for any dispute arising out of this Agreement. Either party may assign this Agreement to any third party acquiring all or substantially all of such party's assets or equity securities, without any requirement to obtain permission for such assignment; otherwise, neither party may assign this Agreement to a third party without the written consent of the other party in advance. This Agreement will bind and benefit the parties, their successors, and their permitted assigns. Each party is an independent contractor to (and may not act on behalf of or bind) the other. This Agreement may be signed in counterparts and by facsimile or PDF.

## X-evm Privacy Policy

Updated policy: Effective on June 17th, 2014

This privacy statement describes how EVM Research LLC ("X-evm") collects and uses the personal information you provide on the domain umbrella of [www.evmresearch.com](http://www.evmresearch.com) our mobile sites and mobile applications, and any other application or access point we make available to you (collectively, our "Applications"). It also describes the choices available to you regarding our use of your personal information and how you can access and update this information.

### 1. Collection and Use of Personal Information

We collect the following personal information from you:

Contact Information such as name, email address, mailing address, phone number

Billing Information such as credit card number and billing address

Unique Identifiers such as user name, account number, password

As is true of most websites, we automatically gather information about your computer such as your IP address, browser type, referring/exit pages, and operating system.

When we collect information by means of you voluntarily submitting it to us, we will notify you as to why we are asking for it and how it will be used. Set out in this Policy are some of the circumstances when we might collect personal data and what it may be used for.

If you use the services offered on our Applications, we ask you to give us an email address, and if you elect to purchase any of the services we offer, we ask you to provide certain financial information such as billing name and credit card number.

We use this information to:

Fulfill your order

Send you an order confirmation

Assess the needs of your business to determine suitable products

Send you requested product or service information

Send product updates or warranty information

Respond to customer service requests

Administer your account

Respond to your questions and concerns

## 2. Choice/Opt-Out

Customers can opt out of being contacted by us by following the opt-out instructions located in the e-mails we may send you, by changing your privacy settings in the Service, or by contacting us at any time.

However, X-evm reserves the right to send its existing customers certain communications relating to the Service as part of our commercial relationship with you, such as service announcements and administrative messages, without offering the opportunity to opt out of receiving them.

## 3. Testimonials

We post customer testimonials on our website which may contain personally identifiable information such as the customer's name. We do obtain the customer's consent prior to posting the testimonial to post their name along with their testimonial. If you want to remove your



personal information that is being displayed on our website under public pages please send your request to [evmresearch@outlook.com](mailto:evmresearch@outlook.com).

#### 4. Information Sharing

Except as provided for in our User Agreement or this Policy, we do not disclose your personal information to third parties without your consent.

All financial and billing information that we collect through the Applications is used solely to check the qualifications of prospective customers and to bill for the Service. This billing information is not used by X-evm for marketing or promotional purposes.

We do not sell any of your personal information to third parties or allow third parties to use it for marketing purposes. X-evm uses third-party intermediaries to manage payment processing. These intermediaries are solely links in the distribution chain, and are not permitted to store, retain, or use the information provided except for purposes of payment processing.

We may rely on third party service providers to assist us in other aspects of operating the Applications. For example, we may use third party data centers to host the Applications and third party storage providers. We obtain appropriate contractual and technical protections to limit these service providers' use and disclosure of your personal information.

We release personal information if we believe we must do so to comply with the law, to enforce our User Agreement, or to protect the rights and safety of X-evm, our customers, and our individual users.

#### 5. Cookies and Other Tracking Technologies

We may use cookies to keep track of your preferences and profile information. Cookies are also used to collect general usage and volume statistical information that does not include personal information.

#### 6. Links to Other Websites

Our Applications include links to other websites whose privacy practices may differ from those of X-evm. If you submit personal information to any of those sites, your information is governed by their privacy statements. We encourage you to carefully read the privacy statement of any website you visit.

#### 7. Widgets

Our website includes Widgets, which are interactive mini-programs that run on our site to provide specific services from another company

(e.g. displaying the news, opinions, music, etc). Personal information, such as your email address, may be collected through the Widget. Cookies may also be set by the Widget to enable it to function properly. Information collected by this Widget is governed by the privacy policy of the company that created it.

## 8. Security

When we collect personal information directly from you, we follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore we cannot guarantee its absolute security. If you have any questions about security on our website, you can contact us at [evmresearch@outlook.com](mailto:evmresearch@outlook.com).

In order to make a purchase from us, you must use our shopping cart provider to finalize and pay for your order. Its privacy statement and security practices will also apply to your information. We encourage you to read that privacy statement before providing your information.

## 9. Additional Policy Information

Our website offers publicly accessible blogs or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them.

## 10. Updating/Accessing/Amending/Correcting Personally Identifiable Information

If your personally identifiable information changes, or if you no longer desire our Service, you may correct, update, amend, delete/remove or deactivate it by making the change on our member information page or by emailing our Customer Support at [evmresearch@outlook.com](mailto:evmresearch@outlook.com) or by contacting us by telephone or postal mail at the contact information listed below. We will respond to your request to access within 5 days.

## 11. Notification of Privacy Statement Changes

We may update this privacy statement to reflect changes to our information practices. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on our Applications prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

## 12. Contact Information

Questions regarding this Policy or the practices concerning our Applications should be directed to X-evm's Security Administrator by online submittal or by regular mail addressed to EVM Research LLC., P.O.BOX 251362 PLANO TX 75025-1362