

End User Agreement for Retrivika™ Software Application

This End User License Agreement for the Beta License Agreement (this “Agreement”) is between Tembo Ventures, LLC d/b/a Retrivika (the “Retrivika Provider”) and the person or entity (the “User”) that uses the Retrivika™ eDiscovery product and software as more fully described at www.retrivika.com (the “Technology”). By using the Technology or clicking the “**I AGREE**” button, the User acknowledges that User has read this Agreement, understands it, and agrees to be bound by it. If the User does not agree to all of the terms in this Agreement, the User should not be authorized to use the Technology and the User should not access or otherwise utilize the Technology.

1. Use of the Service. In consideration of User’s use of the Technology and/or the payment by User or User’s Organization of the purchase price or license fee (if applicable), Retrivika Provider grants the User a non-exclusive and non-transferable license to access and use the Technology on personal computers and/or mobile devices that User owns or has rights to use and access only in accordance with this Agreement available at: www.retrivika.com and the Beta License Agreement incorporated by reference herein, which both may be modified at any time in the Retrivika Provider’s sole and absolute discretion without any obligation to provide User with notice thereof. User’s access and license may be subject to an agreement between Retrivika Provider and User’s Organization (“Organizational Agreement”), and User agrees to be subject to all license and other requirements under User’s Organizational Agreement.

2. Restrictions. User may not use the Technology for any purpose other than as set forth in this Agreement. User may not use, copy, modify, or transfer the Technology to any third party, in whole or in part, except as expressly provided in this Agreement. User may not reverse engineer, disassemble, decompile, or translate the Technology or any code, including, without limit, source code or object code of the Technology, or otherwise attempt to derive its source code or the source code through which the Technology is accessed, or authorize any third-party to do any of the foregoing. The license granted hereunder is personal to the User, and any attempt by the User to transfer any of the rights, duties or obligations hereunder shall terminate this Agreement and be void. The User may not rent, lease, loan, resell, or distribute the Technology or any part thereof in any way including, but not limited to, making the Technology or access to the Technology available to others via shared access to a single computer, a computer network, or by sharing access information, which includes the User's username and password, or operate or provide the Technology as a service bureau. Retrivika Provider reserves the right to charge for any upgrades, updated versions, bugs and fixes. Retrivika Provider reserves the right to require payment of periodic or annual fees for use of the Retrivika Technology.

3. Ownership. Retrivika Provider’s Technology and all intellectual property embodied in, or associated with the Technology are owned by and are the property of Retrivika Provider and its licensor(s), if any, and subject to applicable patent, copyright, trade secrets, trademarks and other proprietary rights. The Technology is licensed, not sold, to the User for use only under the terms of this Agreement. Retrivika Provider reserves all rights not expressly granted to the User. The Technology and any authorized copies User makes thereof are the intellectual property of Retrivika Provider. The structure, organization, and code of the Technology are the valuable trade secrets and confidential information of Retrivika Provider. The Technology is protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this End User Agreement does not grant User any intellectual property rights in the Technology. The Technology is covered by one or more pending patent applications.

4. Third-Party Claims. In the event any claim is brought against User alleging that the Technology or User’s possession and use of the Technology breaches any third-party’s intellectual property rights, User’s sole remedy is to immediately notify Retrivika Provider in writing for a refund of

the purchase price. Retrивika Provider shall not be liable for any defense, settlement, or discharge of such claim, except as provided in the preceding sentence. User agrees that, in the event Retrивika Provider notifies you to immediately cease using the Technology due to a third-party claim of infringement, regulatory or legal requirement or for any other reasonable purpose, User shall do so promptly. Notwithstanding anything to the contrary above, Retrивika Provider's total liability shall be limited to the fees paid by User over the preceding twelve (12) month period.

5. Username and Password Security. During User's use of the Technology, User may receive or register a username and password that will allow User to access and use the Technology. User is responsible for maintaining the integrity and security of User's username and password. User agrees and understands that if User loses User's password, Retrивika Provider will not be able to recover the password or provide User access to the documents or data covered by that password. Unless otherwise required or permitted by applicable law, User may not share User's username or password with any third party and User agrees to immediately notify Retrивika Provider of any unauthorized use of User's username or password.

6. DISCLAIMER OF WARRANTIES; EXCLUSION OF WARRANTY. USER ACKNOWLEDGES AND AGREES THAT THE USE OF THE TECHNOLOGY IS AT USER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH USER. USER ASSUMES ANY AND ALL RISK ARISING FROM OR RELATED TO ANY SITUATION, EVENTS OR LOCATION IN WHICH USER PLACES HIMSELF OR HERSELF WHEN USING OR ACCESSING THE TECHNOLOGY. USER ACKNOWLEDGES THAT USE OF THE TECHNOLOGY IS NOT A SUBSTITUTE FOR USER'S PRECAUTIONS AND GOOD JUDGMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TECHNOLOGY AND ALL SERVICES PROVIDED WITH RESPECT TO USE OR ACCESS TO THE TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, ALL INFORMATION OR DATA PROVIDED, CONTAINED, MAINTAINED OR PROCESSED IN OR THROUGH THE TECHNOLOGY AND ALL GOODS AND MATERIALS PROVIDED TO OR THROUGH THE TECHNOLOGY ARE PROVIDED BY RETRIVIKA PROVIDER ON AN "AS IS" BASIS AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. RETRIVIKA PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO TECHNOLOGY AND SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE TECHNOLOGY AND SERVICES, INCLUDING, WITHOUT LIMITATION, ALL SERVICES, INFORMATION OR DATA PROVIDED, ACCESSED, CONTAINED, MAINTAINED OR PROCESSED IN OR THROUGH THE TECHNOLOGY AND ALL SERVICES, PRODUCTS AND MATERIALS PROVIDED TO OR THROUGH THE TECHNOLOGY. USER UNDERSTANDS AND AGREES THAT THERE IS NO GUARANTEE THAT THE RETRIVIKA TECHNOLOGY WILL FUNCTION AS INTENDED, THAT ALL THE FUNCTIONALITY OR ANY FUNCTIONALITY WILL BE OPERATIONAL AT ALL TIMES. RETRIVIKA PROVIDER DISCLAIMS ANY LIABILITY FOR DOWNTIME, OPERATIONAL ERRORS, LOSS OF DATA, DELIVERY ERRORS, TRANSMISSION LOSSES OR LACK OF SERVICE. RETRIVIKA PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR VALIDITY OF ANY SERVICES, INFORMATION OR DATA, INCLUDING THE CORRECTNESS OR APPLICABILITY OF ANY FUNCTION, DATA OR CALCULATION, CONTAINED IN OR PROVIDED BY THE TECHNOLOGY. RETRIVIKA PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE TECHNOLOGY WILL ALWAYS OR EVER BE OPERATIONALLY OR FUNCTIONALLY AVAILABLE AND USER ACKNOWLEDGES SUCH. RETRIVIKA PROVIDER DOES NOT WARRANT THAT THE TECHNOLOGY AND ANY SERVICES WILL BE FREE FROM INTERRUPTIONS, ERRORS OR BUGS, OR HARMFUL OR DANGEROUS CODE. RETRIVIKA PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER.

AND DISCLAIMS ALL SUCH WARRANTIES, INCLUDING EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS RELATING TO THE TECHNOLOGY. THE PARTIES ALSO AGREE THAT THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT ("UCITA") AS ENACTED IN ANY STATE SHALL NOT APPLY TO THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW UCITA IS HEREBY EXCLUDED IN ITS ENTIRETY FROM APPLICATION TO THIS AGREEMENT.

THE TECHNOLOGY, SOFTWARE AND SERVICES ARE NOT SUITABLE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS. THE TECHNOLOGY AND SERVICES ARE NOT PROVIDED AND SHOULD NOT BE RELIED UPON BY USER AS A SUBSTITUTE FOR USER'S PRECAUTION AND JUDGMENT.

7. LIMITATION OF LIABILITY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN AND TO EXTENT ALLOWABLE UNDER THE LAW, USER AGREES TO WAIVE AND NEITHER RETRIVIKA PROVIDER NOR USER'S ORGANIZATION, RETRIVIKA PROVIDER'S AFFILIATES, RESELLERS, AGENTS, LICENSORS ("SAAS PARTIES") SHALL BE LIABLE FOR ANY CLAIM, DEMAND, ACTION, EXPENSES, COSTS, EXPENSE OR DAMAGES, ARISING FROM OR RELATING TO, (i) THE USER'S USE OF OR ACCESS TO THE TECHNOLOGY (ii), ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED BY USER WHILE USING THE TECHNOLOGY; OR ANY (III) PERFORMANCE OF, FAILURE TO PERFORM BY SAAS PARTIES OR AVAILABILITY OR UNAVAILABILITY OF THE TECHNOLOGY OR SERVICES. FURTHER, USER AGREES THAT NO SAAS PARTIES SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR OTHER DAMAGES CAUSED BY USER'S INABILITY TO USE THE TECHNOLOGY, EVEN IF RETRIVIKA PROVIDER, ITS AFFILIATES, RESELLERS, AGENTS, OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, AND WHETHER OR NOT SUCH LOSS OR DAMAGES IS OR ARE FORESEEABLE. RETRIVIKA PROVIDER ACCEPTS NO LIABILITY OF ANY KIND FOR THE CONSEQUENCES OF USING THE TECHNOLOGY OR THE FAILURE OF THE TECHNOLOGY TO PRODUCE ANY INTENDED BENEFIT. RETRIVIKA PROVIDER'S TOTAL LIABILITY TO USER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY USER TO RETRIVIKA PROVIDER AS SET FORTH IN SECTION 1 OF THIS AGREEMENT DURING THE PRECEDING TWELVE MONTHS OF THE AGREEMENT AT THE TIME OF SUCH CLAIM.

8. Indemnification. User agrees to indemnify and hold Retrivika Provider, its officers, directors, employees, affiliates, subsidiaries, successors, assigns, directors, officers, agents, service providers, suppliers, employees, and representatives harmless from any and all claims, losses, demands, fines, penalties, costs, and expenses including reasonable attorney fees and court costs, made by any third party due to or arising out of, or User's violation of any rights of another made by or on behalf of User or any third party in connection with or arising out of your download, access, and/or use of the Technology, including any content or services provided therein, any information transmitted during User's use of the Technology, User's violation of any term or condition of the Terms of Use, User's breach of any of the representations and warranties herein, and your violation of applicable laws or any rights of another person or entity.

9. Termination. This Agreement may be terminated immediately if User breaches any term of this Agreement. Retrivika Provider may terminate this Agreement at any time or restrict or prevent User from accessing or using the Technology at any time, for any reason or no reason at all, in Retrivika

Provider's sole and absolute discretion, without providing any notice whatsoever to User. Retrивika Provider may also temporarily suspend the services, in whole or in part, where required by law, in the case of security violations or threats, for service maintenance or repair, or for any other reasons deemed necessary or desirable by Retrивika Provider. This Agreement and License shall automatically terminate in the event that the User's Organizational Agreement is terminated, unless Retrивika extends this Agreement and License with a User. User may terminate this Agreement at any time by notifying Retrивika Provider in writing. Upon termination of this Agreement, the license granted herein to User and User's access to the Technology shall immediately cease and User shall immediately cease all use of the Technology and remove all copies of the Technology and any related code from all computer's and other electronic devices.

10. Compliance with Laws and Terms of Use. When using the Technology, User shall comply with all laws, rules, regulations and policies applicable to User, Retrивika Provider and/or the Technology, including without limit, Retrивika Provider's Terms of Use available at: www.retrivika.com.

11. Consent to Use of Information. By using the Technology, User explicitly consent to Retrивika Provider's use of any personally identifiable information about User collected by Retrивika Provider or that User provides to Retrивika Provider, in accordance with Retrивika Provider's Privacy Policy available at: www.retrivika.com.

12. Export Law. Retrивika Provider's Technology and any access to the Technology may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. Unless in compliance with applicable law and specifically authorized in writing by Retrивika Provider, User shall not export the Technology under any circumstances whatsoever. In any case, User will indemnify and hold Retrивika Provider harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorney's fees) arising from, or relating to, any breach by User of User's obligations under this section.

13. Entire Agreement. This Agreement contains the entire agreement between Retrивika Provider and User with respect to the subject matter hereof and supersedes and replaces any prior agreements between the parties with respect to such subject matter.

14. Waiver. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

15. Severability. In the event that any one or more of the provisions of this Agreement are held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired and enforced to the full extent permitted by law.

16. Assignment. User may not assign this Agreement or any rights or licenses granted to User under this Agreement without Retrивika Provider's prior written consent. Retrивika Provider may assign this Agreement at any time in its sole discretion.

17. Force Majeure. Neither party will be liable for failure to perform or delay in performance of any obligation under this Agreement if such failure or delay is due to fire, flood, earthquake, strike, war (declared or undeclared), commercial impracticability, embargo, blockade, legal prohibition, governmental action, riot, insurrection, damage, destruction or any other cause beyond the reasonable control of such party.

18. Attorney's Fees. In any action or proceeding between the parties concerning this Agreement or its enforcement, the prevailing party in such action or proceeding shall be entitled to collect in such action or proceeding from the non-prevailing party all costs of such action or proceeding incurred by such prevailing party, including, but not limited to, reasonable attorneys' fees and costs, through all levels of proceedings.

19. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the law of the State of Florida. If either party institutes any lawsuit or other action or proceeding pertaining to this Agreement, any right or obligation of any party hereunder, or any breach of this Agreement, then the sole and exclusive venue and jurisdiction for filing and maintaining any such lawsuit or other action or proceeding shall be in the Courts sitting in Pinellas County, Florida or the U.S. Middle District of Florida and each of the parties waives the right to institute or maintain any such suit, action or proceeding in any other courts or forums whatsoever. By using the Technology, User consents and submits itself to the personal jurisdiction of such court.

20. Injunctive Relief. User agrees that in the event of a breach by User of any provision of this Agreement, Retrivika Provider shall be entitled to seek and obtain injunctive or other equitable relief, or both, in each case without the requirement to post any bond or other form of security, and without such act constituting an election of remedies or disentiing Retrivika Provider to each and every remedy available at law or in equity for a breach of this Agreement by User.