

IMPORTANT NOTICE: PLEASE READ CAREFULLY BOTH THE SOFTWARE LICENSE AGREEMENT SECTION AND CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT BEFORE INSTALLING THE SOFTWARE.

Software License Agreement: License

This license agreement (License) is a legal agreement between you (an individual or the representative of an entity, as described below) and or an individual authorized by a company or agency to enter into this agreement (licensee, user or other similar) and the licensor (Licensor) of this 921Docs.com (or interchangeably 921Docs), software product, which includes computer software, the associated media, fire origin and cause industry specific templates, interview questionnaire(s), associated (and independent) answer sets, phrasing, terminology, printed materials and electronic documentation (Software). In the event that you are employed by, an independent contractor of, or otherwise perform services on behalf of an organization or entity that uses or requires fire or explosion scene documentation and reports, you hereby represent and warrant that you have the authority to enter into this License on behalf of such entity or entities, and that by agreeing to this License, you do hereby execute it on your behalf personally as well as on behalf of such entity or entities. This license agreement binds during any free trial, partial or full subscription (paid or unpaid) or any variation or portion thereof. Written approval is not a prerequisite to the validity and enforceability of this License and no solicitation of any such written approval by or on behalf of Licensor shall be construed as an inference to the contrary.

The Licensor entity is 921Docs.com a business located, with its principal place of business at 1470 Pomona Rd., Corona, CA 92882. This License shall be governed by and construed under the laws of the State of California and the United States without regard to conflicts of law's provisions thereof. Unless otherwise elected by the Licensor in writing for the particular instance (which Licensor may do at its option), the sole jurisdiction and venue for actions related to the subject matter hereof shall be the California state and U.S. federal courts having within their jurisdiction the location of the Licensor's principal place of business. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by California or federal law.

This License represents the entire agreement between us in relation to the licensing of the Software and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

THIS SOFTWARE REQUIRES THE USE OF HOTDOCS PLAYER FOR THE ASSEMBLY OF THE SOFTWARE AND TEMPLATES. A SEPARATE LICENSE RIGHTS AGREEMENT FROM HOTDOCS IS REQUIRED. ALSO REQUIRED IS A COMPUTER WITH SUFFICIENT MEMORY AND DISK SPACE, AND A COMPATIBLE OPERATING SYSTEM. SOME FUNCTIONALITY MAY REQUIRE A SPECIFIC INTERNET BROWSER OR OTHER SOFTWARE NOT INCLUDED WITH THIS SOFTWARE. BY CHOOSING TO ACCEPT THE TERMS OF THIS LICENSE AGREEMENT YOU AGREE TO THE TERMS OF THIS LICENSE WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE INSTALLATION OF THE SOFTWARE NOW.

## I. SOFTWARE LICENSE

1. In consideration of you agreeing to abide by the terms of this License, the Licensor hereby grants to you a non-exclusive, non-transferable, revocable License to use the Software on a single computer or workstation for use by a single investigator for the purposes of authoring fire origin and cause reports and associated template documents. Unless specifically authorized by the license or in writing in a separate document, the Software may not be shared or used concurrently on other computers. If any updates, maintenance releases or other modified versions of the Software are made available to you they shall be deemed to be Software supplied under the terms of this License unless otherwise stated at the time of supply.
2. Except as expressly set out in this License or as permitted by any local law, you shall not (and shall not allow a third party to):
  - (a) copy the Software except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
  - (b) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
  - (c) make alterations to, or modifications of, the whole or any part of the Software;
  - (d) disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software.
3. You acknowledge that all intellectual property rights in the Software throughout the world belong to 921Docs.com, that rights in the Software are licensed through a free trial or paid subscription (not sold) to you, and that you have no rights in, or to, the Software other than the right to use it in accordance with the terms of this License. Any changes or additions you request to the templates involving the categories or options of investigation, template sets, corresponding interview questions and answer text become the intellectual property of 921Docs.com. You certify that any intellectual property provided is original material personally authored (and guaranteed to be) free of lien or other encumbrance. You agree that the intellectual property rights of your original material are transferred to 921Docs.com without compensation or acknowledgment and may be used in future software releases.
4. The Software is licensed to you 'as is' for your fire or explosion scene documentation and report document generation purposes. The Licensor warrants that it is lawfully entitled to grant this License and that use of the Software will not infringe the intellectual property rights of any third party. There are no other conditions, warranties, representations or other terms, express or implied, which are binding on the Licensor except as specifically stated in this License. Any condition, warranty, representation or other term concerning the supply of the Software which might otherwise be implied into, or incorporated in, this License, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.
5. You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your

responsibility to ensure that the documents generated through the use of the Software meet your requirements.

6. You acknowledge the software has been assembled and developed by other investigators who have their own interpretations and understandings of the requirements of NFPA 1033® and the recommendations and suggestions contained in NFPA 921®. In addition, their interpretations and understandings of each will likely differ from you or other investigative professionals.
7. You acknowledge that through the use of the software imperfect and/or incomplete documents will be generated. And that these documents will require your personal amendments, corrections or other similar adjustments which will result in your own personalized documents having been assembled and generated.
8. You acknowledge that the Software may not be free of bugs or errors and you agree that the existence of any errors shall not constitute a breach of this License.
9. Nothing in this License shall limit or exclude the liability of either party for death or personal injury resulting from negligence, fraud, fraudulent misrepresentation, or for liability which cannot lawfully be excluded or limited.
10. SUBJECT TO CONDITION 9:
  - (A) THE LICENSOR SHALL NOT BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF ANTICIPATED SAVINGS, WHETHER DIRECT OR INDIRECT IN EACH CASE, OR FOR ANY INDIRECT LOSS OR CONSEQUENTIAL LOSS WHATSOEVER AND HOWSOEVER CAUSED (EVEN IF CAUSED BY THE LICENSOR'S NEGLIGENCE AND/OR BREACH OF CONTRACT AND EVEN IF THE LICENSOR WAS ADVISED THAT SUCH LOSS WOULD PROBABLY RESULT);
  - (B) THE LICENSOR'S MAXIMUM AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS LICENSE, OR ANY COLLATERAL CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO \$10.00 USD.
11. This License does not provide for non-paid subscription maintenance or support for the Software. Licensor has no obligation to provide maintenance, support or updates, modifications or new releases under this License without compensation.
12. This License sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software.
13. You may not transfer, assign, charge or otherwise dispose of this License, or any of your rights or obligations arising under it.
14. Upon request from time to time, you agree to certify to the Licensor the number of copies of the Software installed on your computers.
15. If you have (or will enter into) an agreement to use the required HotDocs software, that agreement, its terms and conditions will be in addition to this agreement. Any intellectual properties terms and conditions referenced involving a licensed template provider (921Docs.com) will be considered in addition to and in complement of this agreement. Any conflicts which may exist will not be used to diminish the terms and conditions of this license agreement.
16. Licensor may terminate or revoke the grant of license at any time for any reason or no reason. In the event Licensee decides to discontinue use or Licensor revokes, terminates, or otherwise discontinues providing the subscription license service, all confidentiality and intellectual property rights shall survive such termination and shall continue to remain in effect.

## II. CONFIDENTIALITY

### 1. Loyalty Toward Agreement

Licensee will exert Licensees best efforts in the performance of the obligations set forth in this agreement and will remain loyal to the terms and conditions set forth. Unless otherwise agreed in writing between Licensee and Licensor, Licensee represents, warrants and agrees that Licensee shall not, as a result of the this agreement enter into any relationship with any third party whose interests might conflict with those of the Licensor. Licensee further represents, warrants and agrees that Licensee does not presently, nor shall Licensee, posses any significant interest, directly or indirectly, including without limitation through Licensees family or through organizations or trusts controlled by Licensee, in any third party whose interest might conflict with those of the Licensor. Licensee shall advise any future entities, companies, partners or other similar individuals of this agreement and its contents and obligations.

### 2. Confidentiality

A. As used herein, the term "Confidential Information" shall mean any and all information, regardless of whether kept in a document, electronic storage medium, or in the Licensees memory, and includes, but not limited to, all data, the sequence or methodology of interview questions, answer sets, compilations, programs, devices, strategies, concepts, ideas or methods concerning or related to:

- i. the Licensors' methodologies, templates, interview questions sets and corresponding answers;
- ii. the know-how, assembly processes and techniques, strategies, computer programs, data, schematics, design work, formulae, methods of investigation, methodology of assembling and producing findings (i.e., verbal or written reports) to clients, reports, work product, compositions, service techniques and protocols, new and existing product designs and specifications, any modifications to such product designs and specifications and other skills, ideas, developed, accumulated, or acquired by the Licensor;

B. As used herein, "Trade Secrets" includes certain Confidential Information, and means, as provided in the Uniform Trade Secrets Act (Civil Code § 3426.1(d)), without limitation, information, including a formula, pattern, compilation, program, device, method, technique, or process that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

C. Licensee acknowledges and agrees that the Licensor is engaged in the highly competitive business of, among other things, providing software and corresponding efficiencies in scene examination and document assembly for those individuals and companies involved in fire and explosion forensic investigations, stolen vehicle examinations, forensic engineering, including: Soot examination / analysis; Water losses, general electrical/mechanical consulting and forensic engineering; Expert witness designation; Expert consulting, review and analysis; Expert testimony; Motor Vehicle Examinations; and providing short- and long-term storage of evidence related to the same; and has expended, or will expend, significant sums of money and has invested, or will invest, a substantial amount of time to develop and use, and maintain the secrecy of, the Confidential Information and/or Trade Secrets. The Company has thus obtained, or will obtain, a valuable economic asset which has enabled, or will enable, it to develop an extensive reputation and to establish long-term business relationships with its suppliers, customers, vendors, subcontractors, and Contractors. If such Confidential Information and/or Trade Secrets were disclosed to another person or entity or used for the benefit of anyone other than the Licensor, the Licensor would suffer irreparable harm, loss, and damage. Accordingly, Licensee acknowledges and agrees that:

- i. Prior to Licensee's use of software provided by the Licensor, Licensee had no knowledge of any of the Licensor's Confidential Information and/or Trade Secrets.
- ii. The Confidential Information and/or Trade Secrets are, and at all times hereafter shall remain, the sole property of the Licensor;
- iii. Licensee shall use Licensee's best efforts and the utmost diligence to guard and protect the Confidential Information and/or Trade Secrets from any unauthorized disclosure to any competitor, supplier, vendor, or customer of the Licensor or any other person, firm, corporation, or other entity;
- iv. Unless the Licensor gives Licensee prior express written permission, Licensee shall not use for Licensee's own benefit, or use for or disclose to any competitor, supplier, or customer or any other person, firm, corporation, or other entity, the Confidential Information and/or Trade Secrets as set forth herein;
- v. The Licensor's prior express written permission is required before the Licensee may access, use, or disclose any Confidential Information and/or Trade Secrets in connection with any requirements of an investigation (such as a lawsuit, trial, testimony, deposition, etc.). If the Licensor grants express written permission for the Licensee to access, use, and/or disclose Confidential Information and/or Trade Secrets in connection with any requirements of an investigation such access, use, and/or disclosure shall be strictly limited to the absolute minimum necessary to fulfill the requirements of the investigation, and shall be strictly limited according to the terms of the Licensor's express written permission.
- vi. Except in the ordinary course of the Licensee's use of licensed software, Licensee shall not seek or accept any Confidential Information and/or Trade Secrets from any former, present, or future Licensee or employee of the Licensor.
- vii. Upon demand, Licensee shall immediately return to the Licensor, all documentary or tangible Confidential Information and/or Trade Secrets in Licensee's possession, custody, or control and shall sign an affidavit under penalty of perjury that Licensee has not made or kept any copies, notes, abstracts, summaries, tapes, or other record of any type of Confidential Information and/or Trade Secrets;
- viii. Licensee shall take no effort to reverse engineer or derive independently any information that is or could be a trade secret or confidential information.
- ix. Licensee shall not directly or indirectly attempt to reconstruct any Trade Secret or Confidential Information of Licensor through the use of Licensor's software and/or Licensee's memory.
- x. Licensee shall not directly or indirectly solicit the actual or potential customers of the Licensor's as the identities of such actual or potential customers has been compiled over time by the Licensor and the Licensor takes reasonable measures to protect such information and considers information regarding its actual or potential customers to be its protected trade secret as that term is defined in the Uniform Trade Secrets Act (Civil Code section 3426.1 et seq.).

III. Intellectual Property , templates, interview questions and answer sets, protocols, systems, machines, methods, processes, uses, apparatuses, compositions of matter, designs or configurations, computer programs of any kind, discovered, conceived, reduced to

practice, developed, made, or produced, or any improvements to them (and shall not be limited to the meaning of "Invention" under the United States patent laws), including, without limitation, any and all such Inventions provided by Licensor to Licensee pursuant to this License, or any Inventions generated and maintained on any form of electronic media, that Licensee generates, either alone or jointly with others, during the Term of this License. All such Inventions generated by Licensee are being specially commissioned by Licensor as contribution to an original work of authorship and, accordingly, the copyright (and all renewals and extensions thereof) and all other proprietary rights, title and interest in such Inventions shall be owned by Company as the author of such Invention, which shall be considered "works-made-for-hire," pursuant to the United States Copyright Act. Any Invention derivative of Licensor's Inventions, developed or under development during the Term of this License, and made, conceived, or suggested by Licensee, either alone or jointly with others, at any time following termination of this License, shall be irrebuttably presumed to have been made, conceived, or suggested in the course of Licensee's engagement and with the use of Licensor's time, materials, or facilities, and shall be subject to the assignment provisions of this Section. If any of such Inventions are not deemed "works-made-for-hire," Licensee shall assign such Inventions to Licensor pursuant to Section 3, below.

2. Licensee acknowledges and agrees that the Licensor is the sole owner of any and all property rights in all such Inventions, including, but not limited to, the right to use, sell, license, or otherwise transfer or exploit the Inventions, and the right to make such changes in them and the uses thereof as the Company may from time to time determine.
3. Licensee does hereby grant and assigns to the Licensor, without further consideration, Licensee's entire right, title, and interest (throughout the United States and in all foreign countries) free and clear of all liens and encumbrances, in and to all such Inventions, which shall be and hereby are the sole property of the Licensor, whether or not patentable to the fullest extent possible by law.
4. Without limiting the generality of the foregoing, Licensee shall, at the Licensor's request, execute specific assignments in favor of the Licensor or its nominee of Licensee's interest in any of the Inventions, writings, or other works covered by this Agreement, as well as execute all papers, render all assistance, and perform all lawful acts that the Licensor considers necessary or advisable for the preparation, filing, prosecution, issuance, procurement, maintenance or enforcement of patents, trademarks, copyrights and other protections, and any applications for any of the foregoing, of the United States or any foreign country for any such Inventions, writings, or other works, and for the transfer of any interest Licensee may have therein.
5. Licensee hereby acknowledges and agrees that all writings and other works Licensee requested to be included in Licensee version of the software that may be copyrighted which are related to the present or planned, or reasonably anticipated business of the Licensor Licensee hereby waives any and all "moral rights" in such writings and works, and agrees to assign, and hereby does assign, to the Licensor all of Licensee's right, title, and interest, including copyright, in such writings and works.
6. Licensee further agrees to reasonably cooperate with the Licensor, in obtaining and enforcing patents, copyrights, trademarks, and other protections of the Licensor's rights in and to all such Inventions, writings and other works. Licensee shall execute any and all papers and documents required to vest title in the Licensor or its nominee in any such Inventions, writings, other works, patents, trademarks, copyrights, applications, and interests.
7. In the event that Licensee is requested to perform any act or execute any document, the Licensor shall pay to Licensee five dollars (\$5.00) for the execution of each such document and ten dollars (\$10.00) per day for each day or portion thereof spent at the request of the Licensor in the performance of acts, without the benefit of compensation for any other out-of-pocket expenses incurred by Licensee at the Licensor's request in such performance.
8. All parties to this agreement acknowledge in advance that because of the subject matters addressed in the investigative report generation process industry, specific common sentences are likely to occur after licensee discontinues their use of the software. Because the associated text generated by the use of the software is considered property of the Licensor and protected; notwithstanding other terms and conditions contained within this document, a breach or violation of this agreement will have occurred if the following condition is met;

If in any single origin and cause report is generated (by the Licensee or any individual within the company, agency or entity) beyond the free trial, subscription (paid or unpaid) and contains "identical verbiage" (identical verbiage is defined by; more than five (5) continuous words in a sentence which matches the associated text generated by any module) and that same single report contains two or more occasions of identical verbiage, a breach / violation of this agreement will be deemed as having occurred.

9. Should an allegation arise that a violation / breach *may have occurred* whether the allegation is the result of an undisclosed "anonymous tip" or the result of physical evidence revealed; the Licensee agrees to provide, all origin and cause reports generated (by licensee or by the entity that the Licensee represents) and any other documentation generated for the licensed Inventions hereunder for a period of five years starting from the date of the acceptance of this agreement. In addition the licensee agrees to provide copies of all origin and cause reports generated (by licensee or entity) in the three months prior to the date of the acceptance of this agreement. These materials will be provided to a neutral third party of the Licensor's choosing for content / text comparison and review purposes to determine if a violation/breach has occurred. The only changes permitted to the documents provided would be the redaction of

confidential information. Both parties agree to accept the third parties determination regarding the “absence or presence of a violation / breach” as factual and conclusive and not subject to dispute.

10. To address the Licensee, (individual or entities’) concerns involving moral turpitude, professional reputation or other similar; Licensor agrees that should an allegation arise of a violation / breach (or should one be determined to have occurred) all executed settlement agreements with Licensor shall include a confidentiality clause regarding the actions, efforts, documents, penalties due or paid.

11. Licensee acknowledges and agrees that the business of the Licensor is highly competitive, and that violation of any of the covenants provided for in this Agreement would cause immediate, immeasurable, and irreparable harm, loss and damage to the Licensor not adequately compensable by a monetary award. Accordingly, the Licensee agrees, without limiting any of the other remedies or damages available to the Licensor, that any violation of said covenants, or any of them, may be enjoined or restrained by any court of competent jurisdiction, and that any temporary restraining order or emergency, preliminary or final injunctions may be issued by any court of competent jurisdiction. In the event a court, arbitrator, or mediator decided that violation(s) of this Agreement has/have occurred, the Licensee hereby agrees that the Licensor may elect, in its sole discretion, to have the Licensee pay a penalty of five thousand dollars (\$5000 USD) per report generated regardless of the percentage of report content plus all costs associated with identifying, discovering, pursuing, verifying and / or litigating any violation. Licensee acknowledges and agrees that Licensor need not elect such penalty payment remedy, and may instead seek any other remedy available at law and equity.

12. Investigative Efforts.

A. Licensee acknowledges and agrees that this Agreement does not prohibit the Licensee from using their education training and abilities in regards to investigations / examinations (or interchangeably investigative efforts). Licensee acknowledges and certifies that their specific area of expertise does not involve document automation, report generation or assembly as demonstrated in the licensed software. Licensee acknowledges that the education, training and experience obtained through the use of the software, which results in the scene documentation and report automation software skills and abilities they have or will possess are areas prohibited from future use in any future venture.

B. Licensee acknowledges and confirms their agreement with this section of the agreement. Specifically that it precludes their use of the scene documentation and report automation software skills and abilities obtained in any future endeavor.

C. The Licensor and Licensee agree and acknowledge that the information, training, education and corresponding expertise resulting from the use of the software are considered the intellectual property (and or trade secrets) of the company. In addition that the Licensee is prohibited from distributing or otherwise disseminating the information and expertise obtained as a result of the use of the software.

#### IV. General Provisions

1. Licensee acknowledges and agrees that this Agreement is not a contract for any specific period of time. Licensee’s use of the licensed software is at-will. Either party is free to disengage at any time, for any reason, with or without notice. However the terms and conditions of the Confidentiality and Intellectual Properties remain in effect in perpetuity. To that end, any terms of this Agreement that expressly extend or by their nature should extend beyond termination or expiration of this Agreement, shall survive and continue in full force and effect after any termination or expiration of this Agreement.

2. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any party of any right or remedy shall preclude an additional or further exercise thereof or the exercise of any other right or remedy.

3. This Agreement is being delivered and executed in the State of California, and the validity, construction, and the enforceability of this Agreement shall be governed in all respects by the laws of the State of California, without regard to the principles of comity or conflicts of laws of such state.

4. This Agreement may be executed in any one or more counterparts, each of which shall constitute an original, no other counterpart needing to be produced, and all of which, when taken together, shall constitute but one and the same instrument.

5. It is the desire of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, whenever possible, each of the provisions of this Agreement shall be construed and interpreted in such a manner as to be effective and valid under California law. If any provision of this Agreement or the application of any provision of this Agreement to any party or circumstance shall be prohibited by, or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of such provision, any other provision of this Agreement, or the application of such provision to other parties or circumstances.

6. This agreement constitutes the entire agreement between Licensee and the Licensor regarding the subject matter of this Agreement and supersedes all other agreements, whether written, oral, or implied, regarding the subject matter of this Agreement.

7. The headings of paragraphs herein are merely for convenience of reference and shall not affect the interpretation of any of the provisions hereof. Whenever the context so requires, the plural shall include the singular and vice versa.

8. Prior to this agreement; Licensee acknowledges Licensee has had sufficient time to review and request changes prior to entering into the agreement. To that end, the Parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of any ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as being jointly drafted by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

9. Licensee agrees to prior to engagement of any future endeavors to advise all future employers, clients, or other parties which may be affected by the contents, obligations and restrictions contained within this agreement.

10. Licensor may, in its sole discretion and without prior notice revise this License. Licensor shall post any revision to this License to the Licensor's website, and the revision shall be effective immediately on such posting. Licensee agrees to review this License and other online policies posted on Licensor's website periodically to be aware of any revisions. Licensee agrees that, by continuing to use or access the website or the licensed Software following notice of any revision, Licensee shall abide by and be bound to any such revision.

11. In consideration of the value to the Licensee and company, the contents and obligations included within this document is agreed by all parties to be sufficient to deem the agreement acceptable. In the event a third-party reviews this document and is requested or required to mediate, arbitrate, judge or otherwise become involved to settle a dispute. The following requests are made by both parties when considering the content and implications of the conditions and obligations contained:

A. Each party asserts that the terms conditions, obligations and restrictions contained within this document are obvious in their intent. From each of the individuals points of reference, the company is attempting by this document to preserve confidential information / trade secrets from enhancing the wisdom, business plan or method of operation, guidance or information which would result in an increased ability for the Licensee in the future to compete or otherwise disseminate the same or diminish the company as a result of the licensing of the 921Docs.com software to the Licensee for their scene documentation and report generation efforts.

B. Each party asserts that without the benefit of sharing confidential/ trade secrets the ability of the Licensee to benefit from the software would be greatly diminished. Specifically providing a license to use the software without the benefit of sharing information including confidential information or trade secrets the value to the Licensee would be valueless.

C. Each party requests that during any dispute resolution process, that the arbiter (or other similar individual) consider the overall goals and agreements contained and not to hold each letter, word or paragraph of the document which if removed or diminished the ability to protect the company in maintaining confidentiality and or trade secrets as result of the information gleaned during the Licensee paid or unpaid subscription period.

D. Each party asserts and agrees that every contract or agreement held to aggressive legal scrutiny can be breached, minimized or otherwise nullified. Each party is willing to defer to common sense interpretation and application during any dispute resolution process.

E. Each party asserts and agrees that this contract / agreement are flawed. It is and was the intent of the parties to enter into these agreements for the purposes allowing an opportunity for Licensee to benefit from the company's software product. In part the purpose of this agreement is to preserve the companies' confidentiality, confidential information and trade secrets.

F. Each party asserts and agrees that this contract / agreement could have been assembled, refined and made better through independent legal analysis. All parties have elected to forgo that process (and the likely significant additional legal costs) and to depend upon the terms and conditions contained within this document and the common sense, implications contained.

12. ACKNOWLEDGEMENT. BY CLICKING "I AGREE" OR BY USING OR ACCESSING THE LICENSED SOFTWARE, LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM