

**CONNECTT TECHNOLOGY COMPANY, INC**  
**END USER LICENSE AGREEMENT**

This Mobile Application End User License Agreement (“**Agreement**”) is a binding agreement between you (“**End User**” or “**you**”) and Connectt Technology Company, a Delaware Corporation (“**Company**”). This Agreement governs your use of the Connectt mobile application and its accompanying website located at [www.connectt.tech](http://www.connectt.tech), (collectively, including all related documentation, referred to herein as the “**Application**”) The Application is licensed, not sold, to you.

BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND A RESIDENT OF THE UNITED STATES; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APPLICATION.

1. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to download, install, and use the Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you (“**Mobile Device**”). Notwithstanding the foregoing, business users that are permitted to post events or advertisements may use the App for those limited purposes. Company may, in its sole discretion, reject or remove any event postings or advertisements by any person at any time.

2. License Restrictions and Prohibited Uses. You acknowledge that the Company has the right and ability to monitor use of the Application and all user activity during such use for the purpose of detecting unauthorized use of the Application. Users may not:

(a) copy the Application, including without limitation the look, feel and design of the Application or any of its components or features, except as expressly permitted by this license;

(b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application;

(c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;

(d) use or disclose any of Company's Confidential Information unless required by law or fail to take all reasonable steps to ensure that Confidential Information is not disclosed or disclosed by your employees or agents in violation of these terms; “Confidential Information” as used herein refers to any and all proprietary

information that is labeled as “confidential” or that a reasonable person would understand based on the circumstances to constitute Company's confidential Information, including but not limited to Company's business plans, financial reports, customer lists and other customer information, and product development and marketing plans.

(e) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof;

(f) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;

(g) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Application;

(h) use the Application in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or environments.

(i) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);

(j) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;

(k) use the Application to send, knowingly receive, upload, download, use, or re-use any material that does not comply with Agreement;

(l) use the Application to transmit, or procure the sending of, any advertising or promotional material without the Company's consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation;

(m) use the Application to impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without

limitation, by using e-mail addresses or screen names associated with any of the foregoing);

(n) use the Application to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Application, or which, as determined by us, may harm the Company or users of the Application or expose them to liability;

(o) use the Application in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Application, including their ability to engage in real time activities through the Application;

(p) use any robot, spider or other automatic device, process or means to access the Application for any purpose, including monitoring or copying any of the material on the Application;

(q) use any manual process to monitor or copy any of the material on the Application or for any other unauthorized purpose without our prior written consent;

(r) use any device, software or routine that interferes with the proper working of the Application;

(s) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;

(t) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Application, a server on which the Application is stored, or any server, computer or database connected to the Application;

(u) attack the Application via a denial-of-service attack or a distributed denial-of-service attack;

(v) otherwise attempt to interfere with the proper working of the Application; or

(w) use the application to transmit or post any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;

(x) use the application to transmit or post anything that may promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

(y) use the application to transmit or post anything that may infringe or otherwise violate any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;

(z) use the application to transmit or post anything that may violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations;

(aa) use the application to transmit or post anything that is likely to deceive any person;

(bb) use the application to transmit or post anything that may promote any illegal activity, or advocate, promote or assist any unlawful act; or

(cc) use the application to transmit or post anything that may cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

3. Reservation of Rights. You acknowledge and agree that the Application is provided under license and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Company reserves and retains its entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, Company may obtain information about your Mobile Device and about the use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information obtained by Company through or in connection with this Application is subject to our Privacy Policy [www.connectt.tech/privacy-policy](http://www.connectt.tech/privacy-policy). By downloading, installing, using and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

5. Content and Services. The Application may provide you with access to Company's website located at [www.connectt.tech](http://www.connectt.tech) (the "Website") and content services accessible thereon, and certain features, functionality and content accessible on or through the Application may be hosted on the Website (collectively, "Content and Services"). Your access to and use of such Content and Services are governed by this Agreement and the Company's Privacy Policy located at [www.connectt.tech/privacy-policy](http://www.connectt.tech/privacy-policy), which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website and your failure to do so may restrict you from accessing or using certain of the Application's features and

functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

6. Geographic Restrictions. The Content and Services are based in the United States and provided for access and use only by persons located in and residents of the United States. You acknowledge that you will not access or use the Application outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access or use the Application from outside the United States, you are solely responsible for compliance with local laws.

7. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

(a) the Application will automatically download and install all available Updates; or

(b) you may receive notice of or be prompted to download and install available Updates.

You agree to promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

8. Third Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and/or other materials) or provide links to third-party websites or services (“**Third-Party Materials**”). You acknowledge and agree that Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you; your access and use them at entirely at your own risk and subject to such third parties’ terms and conditions.

9. Term and Termination.

(a) The term of Agreement commences when you download or install the Application and will continue in effect until terminated by you or Company as set forth in this **Section 9**.

(b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.

(c) Company may terminate this Agreement at any time without notice, including without limitation if it ceases to support the Application, which Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.

(e) Termination will not limit any of Company's rights or remedies at law or in equity.

10. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

11. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR

ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

12. Indemnification. You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement. Furthermore, you agree that Company assumes no responsibility for the content you submit or make available through this Application.

13. Export Regulation. The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You will not, directly or indirectly, export, re-export or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You will comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the US.

14. U.S. Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense

and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

15. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

16. Arbitration of Disputes. Any and all disputes, controversies or claims (each a “Dispute”) arising out of, relating to or in connection with this Agreement, including, without limitation, any dispute regarding its arbitrability, validity or termination, or the performance or breach thereof, will be exclusively and finally settled by arbitration administered by the American Arbitration Association (“AAA”) before a single arbitrator. Either party may initiate arbitration by notice to the other party (a “Request for Arbitration”). The arbitration will be conducted in accordance with the AAA rules governing commercial arbitration in effect at the time of the arbitration, except as they may be modified by the provisions of this Agreement. The place of the arbitration will be Lexington, Fayette County, Kentucky, United States. The arbitrator will apply the substantive law (and the law of remedies, if applicable) of the Commonwealth of Kentucky without reference to its internal conflicts of laws principles and will be without power to apply any different substantive law. The arbitrator will render an award and include the costs related to the arbitration and reasonable attorneys’ fees and expenses to the prevailing party. The parties waive, to the fullest extent permitted by law, any rights to appeal, or to review of, any arbitrator’s award by any court. The arbitrator’s award will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES SUCH PARTY’S RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY ACTION TO ENFORCE AN ARBITRATOR’S DECISION OR AWARD PURSUANT TO THIS AGREEMENT. EACH PARTY ALSO AGREES THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The parties agree to maintain confidentiality as to all aspects of the arbitration, except as may be required by applicable law, regulations or court order; provided, that nothing herein will prevent a party from disclosing information regarding the arbitration for purposes of enforcing the award.

17. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

18. Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all



prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

19. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement will govern.