

End User License Agreement

IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE "I AGREE" BUTTON LOCATED AT THE END OF THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE CLICK THE "I DO NOT AGREE" BUTTON (OR "CANCEL" BUTTON, OR ANOTHER BUTTON HAVING WORDS OF SIMILAR MEANING). IF YOU DO NOT ACCEPT THIS AGREEMENT, THE SOCIAL JUDO SOFTWARE WILL NOT BE INSTALLED ON YOUR DEVICE.

THE SOCIAL JUDO SOFTWARE IS A SOFTWARE PROGRAM THAT MONITORS, AND PROVIDES YOU ACCESS TO, CERTAIN CELL PHONE AND COMPUTER ACTIVITIES (INCLUDING, BUT NOT LIMITED TO, EMAIL, TEXT MESSAGES AND THE ACTIVITIES ON SOCIAL NETWORKING SITES AND APPLICATIONS, SUCH AS INSTAGRAM) (THE "ACCESSED ACTIVITIES") OF YOUR CHILDREN, INCLUDING THROUGH THE USE OF DEVICES ON WHICH THE SOCIAL JUDO SOFTWARE IS INSTALLED OR ON WHICH THE SERVICE IS USED (THE "PRODUCT"). BY CLICKING THE "I AGREE" BUTTON, YOU HEREBY WARRANT, REPRESENT, COVENANT AND CERTIFY THE FOLLOWING:

All information that YOU provide to Social Judo is true and accurate, including, without limitation, the ages and states of residency of YOUR children that will be using devices or computers with the Product;

YOU will only use the Product as an aid to YOUR efforts to protect and enhance the welfare of children for whom YOU are the legal guardian;

YOU consent to Social Judo granting you access to the Accessed Activities of each of YOUR children that YOU have registered with Social Judo for YOUR exclusive password restricted access through the Product;

YOU will not use the Product to monitor the activities of any person that is 18 years of age or older or any other person for whom YOU are not the legal guardian;

YOU will not use the Product in violation of any laws you are subject to, including any law, rule, ordinance or governmental regulation;

YOU will only use the Product to monitor the device and computer activities of children for whom YOU are the legal guardian;

YOU will properly follow all instructions and documentation provided by Social Judo to YOU;

YOU will not allow any other person to access the information that the Product collects from the devices on which the Product is installed;

YOU will only install the Product on devices for which YOU are the owner; and

YOU have advised all users of the computers and/or other devices on which the Product is installed that YOU own those computers and/or devices and may re-possess and inspect those computers and/or other devices and inspect the data they contain.

1. Product Use Requirements. In some cases, to use the Product, YOU will be required to install the Product on one or more devices that YOU own and that meet the minimum specifications provided by Social Judo. Additionally, YOU will be required to create an account (an "Account") in the form of a Trial Account or Premium Account, as defined below, to access information accumulated by the Product. To create an Account, YOU will be required to provide certain information, including YOUR name, email address, mailing address and age and the ages, email addresses, states of residence and cell phone numbers of YOUR children whose online and mobile phone activities YOU wish to monitor. To activate the monitoring activities of the Product, YOU will also have to confirm the receipt of an email We will send to the email address YOU provide by following the instructions therein and/or confirm such information at such website address We provide to YOU. YOU also acknowledge and agree that Social Judo may during the installation process send notifications to the devices YOU have registered stating that the device belongs to its authorized owner, may be used only for safe and legal activities, and has security software that maintains a record of the use of the device that may be accessed by the owner of the device. Maintaining Account security is very important. YOU are entirely responsible for maintaining the confidentiality of the Account username and password. YOU agree to notify Social Judo immediately if YOU believe that an Account username and/or password have been compromised. YOU are solely responsible for all Internet and mobile carrier charges in connection with the devices on which YOU have installed the Product. Social Judo may require that YOU download and install updates to the Product from time to time. YOU acknowledge and agree that Social Judo may update the Product with or without notifying YOU and add or remove features or functions to the Product at any time in its sole discretion. YOU acknowledge and agree that Social Judo has no obligation to make available to YOU any subsequent versions of the Product. YOU acknowledge that YOU may only use the Product in connection with the service provided through the Social Judo.com website (the "Site") in accordance with this Agreement, the Terms of Use located at <http://SocialJudo.com/help/terms> and updated from time to time ("TOU") and the privacy policy located at <http://SocialJudo.com/help/privacy> ("PP"). These requirements and this Agreement may change as the Product and/or Site evolves.

2. Trial Service Activities. Social Judo may provide YOU access to the Product on an unpaid trial basis (the "Trial Account") and for a limited amount of time ("Trial Period") as specified on the Site during the sign-up process for the sole purpose of YOU personally evaluating the Product. YOU may only use a Trial Account in accordance with the TOU, the PP, this EULA, and additional terms and policies outlined on the Site. If YOU elect to begin YOUR paid membership at the end of the Trial Period in accordance with the TOU, YOUR account will be converted to a paid subscription account in accordance with the TOU, the Site and this Agreement. YOU acknowledge that by virtue of having a Trial Account that the features provided in the Product may be reduced or limited, YOUR access to the Product may be reduced or limited, the features in the Product may be changed during YOUR use, and Social Judo may terminate YOUR access to the Product or stop offering the Product at any time pursuant to the TOU.

3. Premium Service Activities. YOU may elect to sign up for a paid premium service account ("Premium Account") and pay Social Judo for such account in accordance with the TOU and the terms outlined on the Site. Provided YOU have an active Premium Account, are in compliance with the TOU, are not delinquent in payments due thereunder, YOUR right to use the Product has not been terminated by Social Judo and YOUR subscription has not expired, Social Judo shall provide YOU access to the Product in accordance with the terms outlined in the TOU and on the Site for YOUR personal use in accordance with the terms and conditions of this Agreement. YOU acknowledge that YOUR access to the Product may not be continuous, features may change during YOUR use of the Product, and Social Judo may terminate YOUR access to the Product or stop offering the Product at any time pursuant to the TOU.

4. License. Subject to the terms and conditions of this Agreement and for the sole purpose of personally evaluating the Product during the Trial Period if YOU have a Trial Account, or for YOUR personal use while YOU have an active Premium Account, Social Judo hereby grants YOU a limited, non-exclusive, revocable license to (i) install the Product on one or more devices which are owned by YOU, are under YOUR control and which meet Social Judo's minimum specifications, and (ii) view, review and utilize the Product and any related information provided to YOU by Social Judo. YOU agree that YOU will not (i) sell, lease, license, sublicense, assign or grant a security interest in the Product; (ii) decompile, disassemble, or reverse engineer the Product, in whole or in part; (iii) write or develop any derivative software or any other software program based upon the Product, except as directed by Social Judo and subject to the ownership terms of this Agreement; (iii) provide, disclose, divulge or make available to, or permit use of the Product by any third party without Social Judo's prior written consent; or (iv) copy the Product except as necessary to use the Product for YOUR personal evaluation of the Product if YOU have a Trial Account or for YOUR personal use if YOU have an active Premium Account. YOU represent that participation under this Agreement will not breach any agreement to keep in confidence proprietary information acquired by YOU in confidence or in trust prior to this Agreement. YOU represent that YOU have not entered into, and will not enter into, any oral or written agreement in conflict herewith.

5. Third Party Information. YOU agree that YOU will not at any time prior to or after this Agreement, improperly use or disclose any proprietary information or trade secrets of any other persons which may be in YOUR possession, if any. Further, should Social Judo disclose confidential information of its third party licensors, YOU will comply with any use and confidentiality guidelines requested of YOU by Social Judo. YOU will hold all such confidential and proprietary information in the strictest confidence and will not disclose it to any third party or use it for the benefit of any person other than for Social Judo or such third party.

6. Title to Product. Social Judo retains all right, title and interest in and to the original, and any copies of the Product and related information, improvements, enhancements or derivatives thereto and ownership of all intellectual property rights pertaining thereto, in whole or in part, shall be, vest with, and remain the exclusive property of Social Judo. The Product and related written materials are protected by the copyright and patent laws of the United States and international copyright and patent treaties. YOU shall not be an owner of any copies of, or have any interest in the Product that may be provided, documentation, or other information.

7. Indemnification. YOU agree to indemnify, hold harmless and defend Social Judo and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents, network service

providers, business partners and licensors (collectively, the "Indemnified Parties") at YOUR expense, against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by Social Judo arising out of or relating to YOUR (a) violation or breach of any term of this Agreement or any policy or guidelines referenced herein or (b) use or misuse of the Product.

8. Assignment of Feedback. Social Judo shall exclusively own and have title to all feedback, reports and test results provided by YOU and any modifications or derivatives of the Product. YOU hereby make all assignments (or in the alternative where an assignment cannot be effected, you grant Social Judo an exclusive, perpetual, and irrevocable license) necessary to accomplish the foregoing, including assignment to Social Judo (or in the alternative where an assignment cannot be effected, you grant Social Judo an exclusive, perpetual, and irrevocable license) of all ownership interest in any feedback, reporting, results, or any other related diagnostic or customer service information associated with YOUR use or personal evaluation of the Product and related written materials. The foregoing shall not apply to YOUR proprietary information, if any, disclosed to Social Judo.

9. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.

- **9.1. Warranty Disclaimer. THE PRODUCT IS PROVIDED "AS IS", WITHOUT ANY WARRANTY OF ANY KIND. SOCIAL JUDO EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY LAW, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE PRODUCT, DOCUMENTATION, OR ANY MATERIALS FURNISHED OR PROVIDED TO YOU UNDER THIS AGREEMENT. SOCIAL JUDO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE FOREGOING.**

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimer may not apply to you.

- **9.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOCIAL JUDO, ITS AFFILIATES, LICENSORS AND BUSINESS PARTNERS (COLLECTIVELY, THE "RELATED PARTIES") SHALL NOT BE LIABLE TO YOU UNDER ANY TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY IN EQUITY OR IN LAW FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT EVEN IF SOCIAL JUDO AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO CASE SHALL THE LIABILITY OF SOCIAL JUDO OR ANY OF THE RELATED PARTIES EXCEED THE GREATER OF \$50 OR THE AMOUNT THAT YOU PAID TO US OR OUR DESIGNEES DURING THE SIX (6) MONTHS PRIOR TO THE TIME THE CAUSE OF ACTION GIVING RISE TO LIABILITY AROSE.**

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Social Judo and its affiliates shall be limited to the fullest extent permitted by law.

10. TERM AND TERMINATION. This Agreement will take effect on the date YOU download the Product and will continue in effect unless terminated earlier pursuant to this Section. This Agreement may be terminated by YOU at any time provided that to the extent that YOU have a Premium Account, YOU terminate YOUR subscription to such Premium Account as instructed on the Site. If YOU terminate YOUR Premium Account, this Agreement shall remain in effect until YOUR current Premium Account paid period expires. Social Judo may terminate this Agreement at any time, with or without cause, by providing notice to YOU and/or preventing YOUR access to the Product. Upon termination of this Agreement for any reason YOU must remove the Product from YOUR and YOUR children's computer equipment and/or other devices and dispose of all originals and copies of the Product in YOUR and YOUR children's possession. Notwithstanding termination or expiration of this Agreement, YOUR representations, warranties, covenants and certification at the beginning of this Agreement and Sections 5, 6, 7, 8, 9, 10, 11, and 12 shall survive. All licenses granted hereunder shall terminate upon the termination or expiration of this Agreement. Termination shall be in addition to any rights and remedies available to either party at law or equity or under this Agreement.

11. TERMS OF USE. The provisions of Sections 20, 21 and 22.12 of the TOU are hereby incorporated by reference and will apply to this EULA and YOUR use of the Product as if expressly set forth herein.

12. ADDITIONAL TERMS AND CONDITIONS. This Agreement may be amended only by a writing executed by both Parties or otherwise modified from time to time by Social Judo and posted on the Site. The next time YOU use the Product after such an update, YOU may be prompted to agree to or decline an update of this Agreement. YOU must agree to all revisions if YOU choose to continue using the Product. By using the Product, YOU agree to the then-current version of this Agreement as posted on the Site. If at any point YOU do not agree to any portion of the then-current version of this Agreement, YOU must immediately stop using the Product and uninstall the Product. This Agreement constitutes the entire, final and integrated agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and communications, whether oral or written, between the Parties relating to the subject matter hereof. Social Judo reserves any rights or licenses other than those specifically granted herein. This Agreement shall not be assigned (by operation of law or otherwise) or transferred in any manner by YOU without the prior written consent of Social Judo.

YOU shall comply with any applicable export laws and regulations you are subject to, including but not limited to the U.S. Export Administration Laws and Regulations if you reside in the United States, and shall not transfer, export or re-export to any embargoed countries or denied persons or prohibited entities any information received from the disclosure or the direct product thereof. YOU acknowledge that a breach of this Agreement would cause irreparable injury to Social Judo for which monetary damages are not an adequate remedy. Accordingly, We shall be entitled to seek injunctive relief and other equitable remedies in the event of such breach.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN.