

VISIBILITY.BIZ SOFTWARE LICENSE TERMS

VISIBILITY.BIZ Swimlane Timeline

These license terms are an agreement between Visibility.biz, Incorporated (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Visibility.biz:

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

If you comply with these license terms, you have the rights below.

1. DEFINITIONS:

"Install" means placing the software on a computer's hard disk, CD-ROM or other secondary storage device.

"Use" means (i) executing or loading the software into computer RAM or other primary memory, and (ii) copying the software for archival or emergency restart purposes.

2. INSTALLATION AND USE RIGHTS. You may install and use one copy of the software on your device.

3. INTERNET-BASED SERVICES. Visibility.biz provides Internet-based support and upgrade services with the software. Visibility.biz reserves the right to change or cancel such services at any time.

4. SCOPE OF LICENSE. The software is licensed, not sold and its use is governed by this Agreement. Visibility.biz grants you a limited personal, non-exclusive license to use the software as described herein in any user document tier. Visibility.biz reserves all rights not expressly granted to you. Further, you must comply with any technical limitations in the software. You may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software;
- transfer the software or this agreement to any third party; or
- use the software for commercial software hosting services.

- 5. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
- 6. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation solely for internal, reference purposes.
- 7. TRANSFER TO ANOTHER DEVICE.** You may uninstall the software and install it on another device for your use. You may not do so to share this license between devices.
- 8. EXPORT CONTROL.** The software and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export or import as may be required.
- 9. ENTIRE AGREEMENT.** This Agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
- 10. APPLICABLE LAW.** This Agreement will be governed by the laws of the State of Minnesota in the United States of America, without regard to or application of conflicts of law rules or principles. The Federal and District Courts sitting in the State of Minnesota and the State Courts located in Hennepin County shall have sole jurisdiction over any disputes arising hereunder and the parties hereby submit to the personal jurisdiction of such courts.
- 11. LEGAL EFFECT.** This Agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This Agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
- 12. WARRANTY DISCLAIMER.** THE SOFTWARE IS PROVIDED TO YOU "AS IS" AND VISIBILITY.BIZ, ITS AFFILIATES AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VISIBILITY.BIZ, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES.

LIMITATION OF LIABILITY. IN NO EVENT SHALL VISIBILITY.BIZ BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SOFTWARE OR ANY DATA SUPPLIED THEREWITH, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, WHETHER IN AN ACTION IN CONTRACT OR TORT, WHETHER OR NOT VISIBILITY.BIZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VISIBILITY.BIZ TOTAL AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED FIVE (\$5.00) U.S. DOLLARS. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of any of the exclusive remedies provided for under this Agreement. In jurisdictions that do not allow the exclusion or limitation of liability for consequential, special or incidental damages, Visibility.Biz's liability under this Agreement shall be limited to the maximum extent permitted by applicable law.

13. COPYRIGHT. The software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All title and copyrights in and to the software (including but not limited to any images, photographs, animations, video, music, text and "applets" incorporated into the software) and any printed materials accompanying the software are owned by Visibility.biz, its suppliers or affiliates.

14. MISCELLANEOUS. This Agreement is the complete and exclusive statement of the agreement between Visibility.biz and You which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of this Agreement. This Agreement shall not be modified except by a subsequently dated written amendment or exhibit signed by both parties by their duly authorized representatives.