**EFFECTIVE DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Master Services Agreement**

**1. Scope**

This **Master Services** **Agreement** (the "**Agreement**") is entered into by and between RealtimeBoard Inc. (hereinafter referred to as “**RTB**”, and also “**us**”, “**we**”, “**ours**” and “**ourselves**”) and [-----------------------------------], an end user of our collaborative project management suite (hereinafter referred to as “**you**”, “**your(s)**” or “**yourself**”). By clicking the "I Accept" button in RTB’s websites, executing a specific, mutually agreed and executed version of this Agreement or otherwise accepting this Agreement through a clickable action or similar action, or by accessing, installing, using or otherwise exploiting our Services; you hereby acknowledge, agree and accept the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, you must immediately stop using the Service.

To the extent of a conflict between the provisions of this version of the Agreement and any other executed version, the order of precedence shall be: (i) the terms and conditions of a specific mutually agreed and executed version of this Agreement; and (ii) this version of the Agreement.

Upon the case where RTB requires to process personal data of yours that is subject to national legislation that implements the EU General Data Protection Regulation, by clicking the “I Accept” button or otherwise accepting this Agreement through a clickable action or similar action, you hereby acknowledge, agree and accept that the adequacy and security requirements for our Customers that operate in the European Union, and other international transfers of Customer Data shall be governed by RTB Data Processing Addendum incorporating EU Model Clauses available as Exhibit 1 to this Agreement.

If you are using the Service on behalf of an organization, you are agreeing to this Agreement for that organization and promising that you have the authority to bind that organization to these terms. In that case, “you” and “your” will refer to that organization.

**2. Definitions**

2.1 “**Affiliates**” means any person, corporation, partnership or entity that, directly or indirectly, through one or more intermediaries, controls a party under this Agreement, that is, the ownership of 50% or more of the equity, shares, memberships or interest with controlling rights into such party.

2.2 “**Confidential Information**” means any information, including without limitation, any business, marketing, technical, scientific or other information disclosed by either party and relating to such party’s operations, products, designs, development, users, business, finances, research, know-how or trade secrets, and which is either designated as confidential or which ought reasonably to be treated as confidential information of the party disclosing it. Confidential Information shall include, without limitation, any financial, operational, managerial, technical, marketing and commercial information relating to current or planned software products, of the disclosing party. Confidential Information includes not only written information but also information in the cloud, in digital form, in portable drives, orally, visually, electronically, or by other means and any copies thereof.

2.3 “**Service(s)**” means the software as a service (’SaaS’) suite available at www.realtimeboard.com (including its sub-domain and other websites provided by RTB from time to time). The Service allows collaborative activities between users to take place, permitting them to manage projects by providing textual and visual data in order to support productive teamwork. The Service includes any and all third party and proprietary computer programs and components thereunto. The Service will also include any and all software updates, patches, fixes, updates, bug fixes or modified versions thereto, and all electronic or on-line materials and documentation.

**3. Service Terms and Conditions**

3.1 RTB will provide the Services to you, which shall include, but will not be limited to: their operation, management, maintenance and remote delivery via the cloud. Your right to access and use the Services shall commence as specified in the appropriate ordering document and shall terminate upon subscription expiration or as otherwise indicated herein. In order to use the Software, RTB may provide a username/password combination or similar authorization keys, in order to get access to the Software. Your right to use the Software shall be subject to any and all further term and conditions set forth in any applicable ordering document executed among the parties.

3.2 As a material necessity for RTB to provide the Services to you, you shall procure and configure the necessary software, hardware, communications, firewall, URL filtering and proxy services required to access them, at your own expense, and prior to the commencement date thereof.

3.3 RTB may offer beta version of certain functionalities within the Service. No fees shall be paid during the trial period, and the limited warranty commitment mentioned hereunder will not apply.

3.4 Support. RTB shall provide technical support to you during the applicable subscription term. Your right to receive such updates, upgrades, patches, bug fixes or other maintenance is included in your subscription to the Service, unless stated otherwise in any ordering document.

3.5 Updates. From time to time, we may implement beta versions, updates, upgrades, patches, bug fixes or other maintenance to the Service. We will use our commercially reasonable efforts to provide you with prior notice of any scheduled downtime or maintenance and you agree to comply with any requirements that we notify you about. Your right to receive such versions, updates, upgrades, patches, bug fixes or other maintenance will be subject to your compliance of the terms and conditions set forth in this Agreement.

3.6 Compliance. Users undertaking conducts that may constitute a factual –or alleged– breach of this Agreement, our Terms of Use or our Privacy Policy, may become subject to immediate account suspension / termination, at our sole and final discretion, without notice and without responsibility.

**4. Service Fees**

4.1 Subscription, payment terms. The price payable by you for subscription and access to the Services shall be the price stated by RTB in the applicable ordering document or as otherwise indicated in our Terms of Use (e.g. the price indicated in the “I Accept” button box on RTB’s website shopping cart).

4.2 If your account is set to auto-renewal or is in a trial period, RTB may then charge it automatically at the end of the trial or for the renewal period, unless you notify RTB that you want to cancel or disable your auto-renewal subscription. RTB may revise Service fees by providing you at least thirty (30) days prior written notice.

4.3 Any Service fee shall be exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT). Unless you provide proof of exemption to RTB, RTB will invoice you for all applicable sales, VAT or similar taxes, itemized separately. You are responsible for payment of all taxes, other than any taxes based on RTB’s net income. As a general rule, the Service fee is not refundable, except as expressly indicated by RTB.

**5. General Terms and conditions**

5.1 Prohibited activities. Your hereby agree not to: (i) commercially distribute or resell the Service; (ii) distribute, lease, license, sell, rent, lend, convey or otherwise transfer or assign the Service, any passwords or usernames or any copies of the Service without the express prior written consent of RTB; (iii) make a copy of the Service or any part thereof; (iv) make a copy of the Service publicly available on the Internet (or any other public or private communication network) for use or download by one or multiple users; (v) except as otherwise specifically provided by this Agreement, use or install the Service (or permit others to do same); (vi) scrape, data mine, reverse engineer, decompile, disassemble, prepare derivative works based on or otherwise modify the Service, in whole or in part; (vii) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Service, or falsify or delete any author attributions, legal notices or other labels of the origin or source of the Service; (viii) misrepresent the source of ownership of the Service; (ix) export or re-export (directly or indirectly) the Service into any country forbidden to receive the Service by any export laws or regulations, or where the Service is otherwise in violation of such country’s laws and/or regulations, which may be amended from time to time; (x) engage in any fraudulent, misleading, illegal or unethical activities related to the Service or that otherwise may be detrimental to RTB, (xi) make any representations, warranties or guarantees to prospective clients, customers, end-users or any other third party regarding the Service or a Beacon that are incompatible with or in addition to those set forth herein; and (xii) use the Service other than for your own legitimate internal business purposes.

5.2 For purposes of this Agreement, “**Objectionable Content**" means, but is not limited to, content that: (i) is sexually explicit material; (ii) is obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; (v) promotes gambling, including without limitation, any online casino, sports books, bingo or poker; (v) has removed or modified any copyright, trademark or other proprietary rights notice that appear on any portion of the Service or on any materials copied from the Service; and/or (v) engages in an activity that is harmful to the RTB, its users, advertisers, subsidiaries, affiliates or anyone else.

5.3 You hereby agree not to undertake, and to not tolerate, motivate, or facilitate the use or access of the Service to: (i) encourage a conduct which would potentially give birth to a claim of defamation and/or libel against RTB or that otherwise breaches the laws of any jurisdiction; (ii) plagiarize or infringe the intellectual property rights of any third party; and/or (iii) upload, post or otherwise disseminate any Objectionable Content. For the absence of doubt, you may only use the Service to send, retrieve, query, serve, and/or execute content that is cleared for use by you.

5.4 Access. In order for certain features of the Service to operate properly, you may be required to have and maintain: (i) a permanent, adequate Internet connection; (ii) a valid and active account with RTB’s websites or systems; and/or (iii) a valid and active credit or debit card or payment processing platform account. If you do not have a continuous, fully operational Internet connection (e.g. Wi-Fi or wireless data plan), then the Service or certain features of the Service may not operate at all or may cease to operate properly, either in whole or in part, at any time, and RTB will not be held liable for that.

**6. Term**

6.1 Term. The term of this Agreement shall begin on the Effective Date and shall end on the earlier date of either your: (i) access termination or revocation for the Service; (ii) RTB’s termination of this Agreement, at its sole and final discretion; (iii) termination date indicated by RTB to you from time to time; or (iv) RTB’s decision to make the Service no longer available for use, at its sole and final discretion. Notwithstanding the above the agreement will be automatically renewed for a period equal to the previously agreed period indicated in the relevant ordering document if neither party declares its intention to terminate it no later than one month before the expiry of the term of this agreement. After such automatic renewal of the contract, we will issue you an invoice for the appropriate amount.

6.2 Termination by RTB. This Agreement will automatically terminate if: (i) if you breach any of the terms and conditions of this Agreement and/or our Terms of Use and/or our Privacy Policy and/or of the App Store; (ii) if terminated by RTB as set forth in this Agreement and/or Terms of Use; and/or (iii) if you attempt to circumvent any technical protection measures used in connection with the Service. Upon termination or expiration of this Agreement for breach, your rights to use the Service shall cease and you shall not be entitled to any compensation, credit, remedy or refund of any nature.

6.3 Survival. Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

6.4 Effects of termination. Upon expirationor termination of this Agreement, you shall stop any use of the Services.

**7. Licenses**

7.1 Limited License. Subject to the terms and conditions of this Agreement, RTB hereby grants you a limited, non-exclusive, non-transferable, royalty free, non-sublicensable, non-assignable, revocable, for the entire world, limited right and license to access and use the Service, for a limited term. Your right to use the Service shall be subject to any and all further term and conditions indicated from time to time by RTB and accepted by you.

7.2 Content License. You hereby grant RTB an unlimited, non-exclusive, royalty-free, for all the world, right and license to download, use, reproduce, distribute, analyze and exploit any and all content, texts, data and any components therefrom that you or your Affiliates, agents, employees or representatives introduce, upload or otherwise deliver to the Service, including but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, videos, images, themes, settings, artwork, sound effects, musical works, and moral rights whether registered or not and all applications thereof, inputted or otherwise delivered to the Service by you or any of your customers, clients or nearby persons, for the duration of this Agreement and solely as necessary to provide the Services hereunder and for no other purpose. You represent and warrant to RTB that you have all rights, authorizations or otherwise hold sufficient title for all content submitted to RTB as set forth herein.

7.3 Feedback License. You hereby grant to RTB and its Affiliates, an unlimited, non-exclusive, assignable, transferable, sublicensable, irrevocable, royalty free, perpetual and for all the countries and territories in the world, right and license to use, exploit and otherwise incorporate into the Service; any feedback, suggestion, enhancement, request, recommendation, correction or comment provided by you to RTB regarding the Service along with your name and any of your trade names and/or trademarks.

7.4 Open Source. You shall not incorporate, embed, insert, combine or otherwise distribute or make available the Services and any code, parts, documentation, content or accompanying materials developed therefrom, with any code or other software licensed under any version of any open source license, in any manner that could cause or could be interpreted or asserted to cause the Service (or any modifications thereto) to become subject to the terms of such open source license (including, without limitation, any open source license listed on www.opensource.org.

7.5 For purposes of clarification, this Agreement shall not apply to any open source part of the Services, and RTB hereby disclaims any and all warranties, representations and liability to you or any third party related thereto. The applicable license terms and/or terms of use will govern each relationship thereof.

**8. Ownership**

8.1 RTB’s Ownership. You hereby acknowledge and agree that: (i) it does not acquire any ownership in the intellectual property rights for the Services (collectively, “**RTB’s IP**”), along with any and all intellectual property rights therein, including but not limiting to, trademarks, service marks, copyrights, database rights and computer code, whether pre-existing or developed during the course of this Agreement (including but not limited to all logic, programming, documentation, computer source and object code, layouts, templates, plans, notes, and the relevant computer code), and that ownership shall remain vested in RTB at all times and that you shall have no right to exploit, copy, amend, add to or otherwise alter any part thereof; and that (ii) RTB’s IP and all additions, modifications or improvements thereof coming into existence during the term hereof and all intellectual property rights derived therefrom are owned or controlled, in their entirety, by RTB.

8.2. Nothing in this Agreement shall be interpreted as explicitly or implicitly enabling any assignment or transfer of any other rights to RTB’s IP to you, and therefore you shall have no right to: (i) copy, modify and create any unauthorized copy or derivative work of, or include in any products, RTB’s IP or any portion thereof; (ii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization) from RTB’s IP; (iii) exploit, copy, amend, add to, otherwise alter or sub-license any part thereof except as pursuant to this Agreement; (iv) assist, permit, or encourage any other person to, do anything or omit to do anything that might prejudice, impair, jeopardize, violate, dilute, depreciate, or infringe RTB’s IP, including without limitation, claiming, adopting, using or applying to register, any trademark, trade name, service mark, logo, design, sign, symbol, or internet domain name that is identical with or confusingly similar to the RTB’s IP in respect of any wares or services whatsoever, except to the extent necessary to perform the Services as set forth herein.

8.3 Parties’ ownership. Neither party will acquire any ownership in other intellectual property rights of the other party, whether pre-existing or developed during the course of this Agreement, of whatever nature, and that ownership shall remain vested in the author at all times. Neither party shall have right to exploit, copy, amend, add to or otherwise alter any part thereof. Nothing in this Agreement shall be interpreted as explicitly or implicitly enabling any assignment, implied license or transfer of any intellectual property rights.

8.4 These restrictions, limitations, exclusions and conditions shall apply even if RTB or any of its Affiliates become aware of or fail to act in a manner to address any violation or failure to comply therewith. Also, no act by RTB or any of its Affiliates that is undertaken under this Agreement as to the Service or appertaining technology shall be construed as being inconsistent with the intent not to cause any patents, copyrights or other intellectual property rights which are owned or controlled by RTB or any of its Affiliates (or for which RTB or any of its Affiliates has received license rights), to become subject to any encumbrance or terms and conditions or terms of use or any open source license.

**9. Disclaimer of Damages**

9.1 To the fullest extent permissible under applicable law, the Service is provided to you “as is” and “as available”, with all faults, without warranty of any kind, without performance assurances or guarantees of any kind, and your use is at your sole risk. The entire risk of satisfactory quality and performance resides with you. RTB, and its Affiliates, clients, agents, officers, licensors and/or distributors, do not make, and hereby disclaim, any and all express, implied or statutory warranties, either by statute, common law, custom, usage of trade, course of dealing or otherwise, however arising, including implied warranties of description, quality, fitness for a particular purpose, operation, integration, adequacy, suitability, title, non-infringement, non-interference with use and/or enjoyment. RTB, and its Affiliates, clients, agents, officers, licensors and/or distributors, do not warrant against interference with your use of the Service or that it will meet your specific commercial requirements; that any Credit program, purchase history, royalty point history, product recommendation, nutrition recommendation and other generated suggestions of Service will be available or particularly useful or produce any results, that the operation of the Service will be uninterrupted or error-free, that the Service will interoperate or be compatible with any other software or device used by you or your Affiliates, that any errors in the Service will be corrected or that the Service will not be discontinued without previous notice.

9.2 No oral or written advice provided by RTB, its Affiliates, clients, agents, officers, licensors, distributors and/or any authorized representative, shall create any implied warranty.

**10. Limitation of Liability**

10.1 In no event shall RTB, its Affiliates, clients, agents, officers, licensors, distributors and/or any authorized representative, be held liable for any special, indirect, incidental or consequential damages, including losses, costs or expenses of any kind resulting from possession, access, use or malfunction of the Service, including but not limited to, loss of revenue, profits, business, loss of use or lack of availability of computer resources, lost or corrupt data, re-procurement amount, anticipated savings, wasted expenditure, or other commercial or economic loss; or for any indirect, incidental, special, punitive, aggravated, exemplary, or consequential damages whatsoever arising out of or related to this Agreement or the Service, whether arising in tort (including negligence), contract, strict liability or other legal or equitable theory and whether or not RTB, its affiliates, clients, licensors and/or distributors have been advised of the possibility of such damages. For purposes of this Section, RTB’s affiliates, licensors and distributors are third party beneficiaries to the limitations of liability specified herein and they may enforce this Agreement against you.

10.2 In no event, shall RTB’s, or its Affiliates’, clients’, licensors’ and/or distributors’ liability for all damages (except as required by applicable law) exceed; (i) the actual price paid by you for the license and/or use of the Service hereunder during the twelve months prior to the event giving rise to liability; or (ii) the amount of USD $5,000.00 (Five Thousand United States Dollars); whichever results less, and henceforth any award for direct, provable damages shall not to exceed such total amount.

10.3 This Agreement provides you specific legal rights, and you may have other rights that may vary from jurisdiction to jurisdiction. Legislation of some states/countries does not allow certain limitations of liability, and henceforth this limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. This limitation of liability shall not be applicable solely to the extent that any specific provision of this limitation of liability is prohibited by any federal, state, or municipal law, which cannot be pre-empted.

**11. Indemnification**

11.1 Indemnification by You. You shall indemnify, hold harmless, and defend RTB, its Affiliates, clients, agents, officers, licensors, distributors and/or any authorized representatives, and the officers, directors and employees of each (jointly, the “**RTB’s Indemnitees**”) from and against any and all third party liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements and expenses (including any and all reasonable outside attorneys’ fees and court costs) which may be suffered, made or incurred by any of such RTB’s Indemnitees arising out of or relating to: (i) any breach of any warranties, representations and/or Agreements made by you hereunder (to the extent not arising substantially from any breach hereof by RTB); (ii) any third party claim arising out of or in relation to any Service or use thereof in combination with your business platform, including without limitation, any claim that any Service or use thereof violates, infringes, or misappropriates any proprietary or intellectual property right of any third party, including without limitation, any privacy right of any person, or violates any applicable law; and (iii) any representation, warranty or guarantee made by you with respect to any of the Service that is inconsistent with or in addition to those made in this Agreement.

11.2 Indemnification by RTB. RTB will indemnify you against all claims and proceedings arising from infringement (or alleged infringement) of any intellectual property rights by reason of your permitted use of the Service as supplied by RTB. As a material condition of this indemnity, you will: (i) promptly notify RTB in writing of any allegation of infringement; (ii) make no admission relating to the infringement; and (iii) allow RTB full control over all negotiations and proceedings and give RTB all reasonable assistance.

11.3 The indemnifications obligations contained in this Section shall not apply to the extent that any claim against RTB’s Indemnitees arises as a result of or in relation to: (i) any content; (ii) use of the Service other than in accordance with this Agreement and/or any applicable laws; (iii) use of the Service in combination with any software, service, or application not provided by RTB or approved by RTB in writing; (iv) any alterations or modifications of the Service not provided by RTB or not approved by RTB in writing.

**12. Limited Warranty**

12.1 You hereby acknowledge and agree that the Services have not been completely tested in all situations or devices, and that the Service may contain operational malfunctions or errors.

12.2 During the Term of this Agreement, RTB guarantees that the Service shall perform in all material respects according to RTB’s specifications. RTB will undertake its reasonable, commercial efforts to provide a quality Service under industry standards. If the Services provided to you for any given month during the Services term were not performed as warranted, you must provide written notice to RTB no later than five business days after the last day of that particular month.

12.3 This limited warranty does not apply in the event that the Services or any part thereof is: (i) modified in any manner by any party other than RTB or as authorized thereby; (ii) used in conjunction with yours or third parties’ software and/or products resulting in a defect or non-conformance other than as specified by RTB; or (iii) used on an operating environment not approved by RTB.

12.4 Under no circumstances shall RTB incur any responsibility or liability for breaches of warranty caused by your onsite power, telecommunications, internet-connectivity or performance of cloud services provider or other environmental causes.

**13. Confidentiality, Privacy**

13.1 Neither party shall disclose any Confidential Information to any third party except to its employees, attorneys, tax or accounting professionals who have a legitimate need to know and who have agreed to be bound by the provisions of a confidentiality agreement at least as stringent as the ones herein. Each party shall further protect the Confidential Information to the same extent as it protects its own information of a similar type.

13.2 Confidential Information shall not include, information that: (i) is in the public domain at the time of disclosure; (ii) becomes publicly available through no fault of the recipient party and without breach of this Agreement, (iii) is already in the lawful possession of a party without restriction prior to disclosure; (iv) becomes rightfully known to a party without restriction from a source other than the disclosing party; or that (v) is required to be disclosed by virtue of an order of a competent court or a legal requirement; shall not be deemed Confidential Information.

13.3 Upon the case where RTB receives a due request from a competent third party requesting access to data related your use of the Services, RTB will only disclose such data under a valid search warrant, court orders or subpoenas, or if you provide us your express consent. For more information, please read our Privacy Policy.

**14. Dispute Resolution. Forum, Governing Law**

14.1 Mediation. In the event of any dispute arising out of or in connection with the present Agreement, the parties agree in the first instance to discuss and consider referring the dispute to non-binding mediation under the International Chamber of Commerce Mediation Rules. The language of the mediation shall be the English language.

14.2 Pretrial Procedure. In the event of any dispute arising out of or in connection with this Agreement, a pretrial dispute resolution procedure is obligatory for you. Your claim should be sent to 3651 Lindell Road Ste D1134, Las Vegas, NV 89103. It should include a specific list of alleged violations on behalf of RTB, account login, contact information and your signature. Failure to comply with the form or content of the claim leads to the failure to comply with the pretrial dispute resolution procedure. The claim review and response period are 30 (thirty) business days from its receipt.

14.3 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, United States of America, without giving effect to the principles thereof relating to conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

14.4 Forum. If the dispute is not settled by the pretrial dispute resolution procedure, the dispute may be submitted by any interested party to the court at the location of RTB. Henceforth, the legal relationship of the parties related to the conclusion, execution and termination of this Agreement is regulated by the substantive and procedural law, applicable at the place of registration of RTB, which shall have exclusive jurisdiction to hear all disputes arising in connection with this Agreement and no other courts shall have any jurisdiction whatsoever in respect of such disputes.

14.5 In case of violation of this Agreement by you, you may be ordered to compensate all the legal costs incurred by RTB or its Affiliates while the case is on trial, including costs of lawyers and representatives, travel expenses, state taxes and other similar fees, as well as losses incurred by RTB in connection with the violation of this Agreement by you, including but not limited to loss of benefit and damage to business reputation.

14.6 Waiver of Class Actions, Non-Individualized Relief. You acknowledge and accept that claims brought against RTB shall be only on an individual basis and not as a plaintiff or class member in any possible future class or representative action or similar proceeding. Unless otherwise agreed by you and RTB, you may not adjoin or consolidate any claim with more than one person's; and you may not otherwise supervise or take over any form of a class, representative or consolidated proceeding.

14.6 Waiver of Jury Trial. The parties herein waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes be resolved by a competent judge.

**15. Other terms and conditions**

15. Amendment. This Agreement may be amended, edited or otherwise modified by RTB, at its sole and final discretion, provided that you will receive a notice of any amendments thereof via RTB’s websites, the App stores or the Service.

15.1 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors. This Agreement supersedes all prior agreements arrangements and understandings between the parties hereto and constitutes the entire agreement between the parties relating to the subject matter hereof.

15.2 California Residents Notice. As indicated in the California Civil Code, Section 1789.3, our California users have the right to be made aware of this information: The Service is provided to you by RTB. For any inquires or complaints regarding the Service, please contact our customer service team at the address indicated in our website. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

15.3 Equitable remedies: You hereby acknowledge and agree that if the terms of this Agreement are not specifically enforced, RTB will be irreparably damaged, and therefore you agree that RTB shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any of the terms of this Agreement, in addition to any other available remedies.

15.4 End User Support. RTB shall be responsible for addressing your claims relating to the Service or use thereof, including but not limited to: (i) any product liability claim; (ii) any claim that the Service fails to conform to any applicable law; and (iii) any claim arising under consumer protection or similar legislation.

15.5 End User Violations. If you become aware of any violation of your obligations under this Agreement by third party, you will immediately terminate such activities and inform RTB.

15.6 Independent Contractors. RTB and you are independent contractors, and neither party, nor any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other.

15.7 No Waiver. RTB’s failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

15.8 Miscellaneous: This Agreement represents the complete agreement concerning this license between the parties regarding the subject matter hereof and supersedes all prior agreements and representations between them. It may be amended from time to time only by RTB’s sole decision, through a notice to you or to any other user. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall remain in force. You may not transfer any of your rights or obligations under this Agreement to any other person.

15.9 Minors. You hereby acknowledge that you are at least thirteen (13) years of age, or older, as of the date of first access to the Service and, if you are under the age of eighteen (18), you are using our Services under the direct supervision of your legal guardian or parent, and that you will not use the Service to collect any personally identifying information of persons under the age of thirteen (13).

15.10 Survival. Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration therefrom, shall be deemed to survive for as long as necessary to fulfill such purposes. If RTB determines that a law or regulatory action prohibits, substantially impairs or makes impractical the provision of any Service, RTB may, at its sole discretion, upon simple notice to you and without any liability, terminate provision of part or all of the Service, in order to conform to such law or action.

15.11 Third party services. Occasionally, the Service may provide content from and/or links to websites of third parties available through the Internet. We are not responsible for the examination or evaluation of such businesses or the content of their websites. You should review their privacy policies statements and other terms of use. We are not responsible in any manner whatsoever for the content or services of any other website, or control or endorse any such third-party website or are responsible for its availability or contents and your use of thereof is at your own risk. RTB makes no representation, warranty, condition, or guarantee, and accepts no obligation in relation to any third-party services or any products or services not proprietary to, or otherwise made available by RTB through the Service, including without limitation, any open source software, whether used on a standalone basis or in conjunction with any other RTB product.

15.12 Personal data. By agreeing to this Agreement, you agree to the collection, use and disclosure of your personally identifiable information in accordance with our Privacy Policy. Accordingly, RTB may collect and use personal information about your usage of the Service (and use such information) for: (i) its legitimate business purposes, provided that such information will not personally identify you or any end-user; (ii) keep a database of users of the Service and slice and dice data obtained therefrom; and (iii) create and display browsing and consumption preferences profiles of you and other users, charts, aggregated statistics and databases and other data. Additionally, when you use our applications on your mobile device, the default settings may allow for the collection of certain personally identifiable information, such as the unique identification number associated with your mobile device, mobile carrier, device type/manufacturer, phone number, and, when authorized by you, your geographical location data.

15.13 Privacy. You hereby acknowledge that, during the term of this Agreement, your use of the Services will conform to the rules, privacy laws and regulations that might be enacted and/or enforceable in your jurisdiction, respecting to the collection, use and disclosure of the “personal information” of any end user, client or customer of yours, that is, information about an identifiable individual, but that does not include the name, title or business address or telephone number of an organization. You agree that any and all information concerning any user, person or client, collected by way of use of Service is to be kept confidential. You understand and agree that any disclosure thereupon must be in compliance with your then-in-effect privacy policy and applicable privacy laws. For more information, please review our Privacy Policy.

15.14 Security, backup. You are responsible for properly configuring and using the Service and taking your own steps to maintain appropriate security, protection and backup of your content.

15.15 Severability. In the event that any provision hereof or part thereof is found invalid or unenforceable, the remainder of this Agreement shall remain valid and in force. Without limiting the foregoing, it is expressly understood and agreed that in the event any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth herein shall remain in full force and effect.

15.16 Representations and warranties: You hereby represent and warrant that: (i) you agree and oblige to comply with all applicable laws, rules and regulations applicable to the use of the Service; and (ii) you will not use the Service to infringe any intellectual property rights of any third party.

15.17 Export control. Your hereby agree not to use the Service if you or your users are barred from installing or using it under any of export control law, or if you or your users are located in a jurisdiction that is subject to United States of America sanctions regulations, which currently includes Cuba, Iran, North Korea, Sudan and Syria and which are subject to change as posted by the United States government.

[*Signature pages to follow*]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

Signed for and on behalf of RealtimeBoard Inc. (“**RTB**”)

NAME OLEG SHARDIN

TITLE CHIEF OPERATING OFFICER

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address / Contact Details

3651 LINDELL ROAD, SUITE D1134

LAS VEGAS NV 89103

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

Signed for and on behalf of [---------------------------------] (“**You**”)

NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address / Contact Details

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