

DeskActive End User License Agreement*

Please read the following DeskActive End User License Agreement ("Agreement") carefully before continuing. This is a legal contract between DeskActive, Inc. ("DeskActive") and you ("you" or "User" or "End User"). DeskActive is willing to license the software provided to you, whether by download, via the Internet, as part of a device or piece of equipment, or on software media, including all databases, data, and documentation contained therein or provided therewith, including any subsequent updates (the "Software") to you only upon the condition that you accept all of the terms and conditions contained in this Agreement. By clicking on the "Accept" button, or otherwise accessing or using the Software, you accept all of the terms and conditions of this Agreement and agree to be bound by its terms. If you do not accept the terms of this Agreement, you are not permitted to use the Software. Please click the "Cancel" button and do not download, access or use the Software.

By downloading, accessing or using the Software, you agree with DeskActive to be bound by this Agreement. DeskActive is willing to license the Software to you only upon the condition that you accept all of the terms contained in this Agreement.

1. License. DeskActive grants, and the User hereby accepts, a nonexclusive, nontransferable, revocable license to use the Software on the terms and conditions set forth in this Agreement. The terms of this Agreement apply to this or any subsequent version of the Software. If the Software is provided by remote download or any other means, the User may make one copy of the Software in machine-readable form for backup purposes only. The backup copy must include all copyright information contained on the original. If the Software is provided via the Internet, then the license herein includes a license to access servers controlled by DeskActive ("Servers") only for the purpose of accessing the Software. A single user may install and use any of DeskActive Team, DeskActive Personal + Pro-Health Subscription or DeskActive Manager Software on up to three different machines, but the software may only be utilized by that individual logged in with their assigned username and password.

You may not do any of the following yourself, or through any third party, and you may not permit any third party with whom you have a business or personal relationship to do any of the following: (A) copy the Software, except as expressly set forth above; (B) modify or create derivative works based upon the Software; (C) decompile, disassemble, or reverse engineer the Software in whole or in part; (D) defeat, disable, or circumvent any protection mechanism related to the Software; (E) sell, license, sublicense, lease, rent, distribute, disclose, permit access to, or transfer to any third party, whether for profit or without charge, any portion of the Software, or, in particular, without limiting the generality of the foregoing, distribute the Software on any media; make the Software accessible to the public or third parties, whether over networks, electronic bulletin boards, websites, or otherwise; or allow any third party to use the Software; (F) publish or otherwise communicate any review of, or information about, the performance of the Software to any third party without the prior written consent of DeskActive; (G) export, re-export, download, or otherwise use the Software in violation of any laws or regulations, including U.S. Department of Commerce Export Administration regulations and other applicable laws; or (H) use the Software in connection with any critical application, which includes any medical application, or any application where failure or malfunction could lead to injury to persons or loss of life or

catastrophic property damage. ACCORDINGLY, SHOULD YOU DECIDE TO USE THIS SOFTWARE FOR ANY CRITICAL APPLICATION, DESKACTIVE DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF THE SOFTWARE IN ANY CRITICAL APPLICATION. IF YOU USE THE SOFTWARE IN A CRITICAL APPLICATION, YOU, AND NOT DESKACTIVE, ASSUME FULL RESPONSIBILITY FOR SUCH USE.

2. Termination. The End User may terminate this Agreement at any time by notifying DeskActive in writing. DeskActive may at its sole discretion terminate this Agreement at any time, with or without prior notification, in the event the User fails to comply with the terms and conditions of this agreement, by deactivating the software or suspending operation of the program. DeskActive reserves the right to terminate this Agreement, or to modify or terminate services and/or product offerings in connection with the Software, at any time without notice to the User.

3. Copyright and Restrictions. The Software, including all text and other content therein ("Content") is the property of DeskActive or its licensors, and is protected by copyright and other intellectual property laws. Except for the rights expressly granted above, this Agreement transfers to User no right, title, or interest in the Software, or the Content or any copyright, patent, trademark, trade secret, or other intellectual property or proprietary right therein. DeskActive retains sole and exclusive title to all portions of the Software, Content and Animation, and any copies thereof, and User hereby assigns to DeskActive all right, title, and interest in and to any modifications User makes to the Software, whether or not such modifications are permitted. None of the Content or Animation may be reproduced, transcribed, stored in a retrieval system, translated into any spoken language or computer language, retransmitted in any form or by any means (electronic, mechanical, photocopied, recorded, or otherwise), resold, or redistributed without the prior written consent of DeskActive, except that the User may reproduce limited excerpts of Content or Animation obtained from DeskActive sources or databases for personal use only, provided that each such copy contains a copyright notice as follows:

"Copyright© (2011) by DeskActive, Inc. All rights reserved."

For Content obtained from third-party licensors, the User is solely responsible for compliance with any copyright restrictions and is referred to the publication data appearing in bibliographic citations, as well as to the copyright notices appearing in the original publications.

4. Content Provided by DeskActive. While great care has been taken in organizing and presenting the Content and Animated Stretches, DeskActive does not warrant or guarantee its correctness, accuracy, or timeliness, including with respect to any recommended applications. DeskActive does not perform any independent analysis or investigation of any of the Content or Animated Stretches. DeskActive does not assume, and expressly disclaims, any obligation to obtain and include any information other than that provided in the Content or Animated Stretches. It should be understood that by making this material available, DeskActive is not endorsing or advocating the use of any product or procedure described in the Content or Animated Stretches, nor is DeskActive responsible for misuse of a product or procedure due to, or other consequence of, any typographical error or other inaccuracy.

USE OF PROFESSIONAL JUDGMENT. The editors and authors have conscientiously and carefully tried to present the Content and Animated Stretches in conformance with the standards of professional practice

that prevailed at the time of Content and Animated Stretches publication. However, such standards and practices may change as new data becomes available, and the User should consult a variety of sources. DeskActive's Content and Animated Stretches are provided for information purposes only. The Content and Animated Stretches are no substitute for the advice of a qualified health care provider. Always seek and never disregard the advice of your physician or other qualified healthcare providers regarding a medical condition.

DeskActive is not a medical organization and cannot give You or End User's medical advice or diagnose conditions. If an End User experiences any pain or exacerbation or has a change in medical condition, they should immediately seek appropriate medical attention. If you have a pre-existing medical condition, please consult with your doctor prior to using DeskActive.

You should never disregard medical advice or delay in seeking it because of information you have received from DeskActive.

All characters or names represented throughout the DeskActive Software are fictitious and do not resemble or depict real persons or characters. Any resemblance to real persons, living or dead, is purely coincidental.

5. Protection and Security. The User shall take all reasonable steps to ensure that no unauthorized person shall have access to the Software or their medical information. The Software and Content are the valuable property of DeskActive, the unauthorized use or disclosure of which would irreparably harm DeskActive. Upon learning of any unauthorized possession or use of or access to the Software, you will notify DeskActive, will promptly furnish details of such occurrence, will assist in preventing any recurrence thereof, and will cooperate fully in any litigation or other proceedings undertaken to protect DeskActive's rights.

DeskActive Software when used in the manner specified in DeskActive's Privacy Policy is in compliance with all applicable laws in the USA, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules, the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and any subsequent Federal privacy laws. By accepting this Agreement the User agrees to abide by the terms of DeskActive's Privacy Policy. A copy of DeskActive's Privacy Policy is available at www.deskactive.com under Quick Links / Terms of Use.

6. DISCLAIMER. User expressly acknowledges and agrees that use of the Software, the Content and the Animated Stretches are at User's sole risk. DeskActive does not directly or indirectly practice medicine or dispense medical services and assumes no liability for the Content or Animated Stretches or any results obtained from the use of such information. The information contained in the Software is not intended in any way to be used as medical advice or to replace medical advice offered to You by health care professionals familiar with End User's condition. We recommend users consult with a qualified health care provider prior to using DeskActive. The User assumes full responsibility for the appropriate use of Content and Animated Stretches contained in the Software and agrees to hold DeskActive, and its third party providers, harmless from any and all claims or actions arising from User's use of the Software, the Content, or Animated Stretches.

DESKACTIVE INC ASSUMES NO RESPONSIBILITY FOR PERSONAL INJURY AND/OR DAMAGES WHICH MAY BE INCURRED DURING OR AFTER USING THE DESKACTIVE SOFTWARE.

THE SOFTWARE AND THE CONTENT ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND THE SERVERS ARE PROVIDED "AS IS" AND AS AVAILABLE, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. DeskActive does not warrant that the Software, the Content, or Animated Stretches will meet User's requirements, or that the operation of the Software, the Content, or the Animated Stretches will be uninterrupted or error-free, or that defects in the Software, the Content, or the Animated Stretches will be corrected. Furthermore, DeskActive does not warrant or make any representation regarding the use or the results of the use of the Software (including the related documentation) or the Content and Animated Stretches in terms of their correctness, accuracy, reliability, or otherwise. Should the Software, the Content or Animated Stretches prove defective, you (and not DeskActive) assume the entire cost of all necessary servicing, repair, or correction. DeskActive will not be liable for any direct, indirect, consequential, special, exemplary, or other damages arising therefrom. The methods of treatment may change as new information is available, and the information provided by DeskActive does not necessarily represent the most current practices or methods in physical rehabilitation. **DESKACTIVE EXPRESSLY DISCLAIMS ANY WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE OR THE CONTENT.** The Software may be provided with third party plug-ins or other third party software, or this Software may be provided as a plug-in for, or otherwise in association with, third party software. Use of any such third party software will be governed by the applicable license agreement, if any, with such third party.

DESKACTIVE IS NOT RESPONSIBLE FOR ANY THIRD PARTY SOFTWARE AND WILL HAVE NO LIABILITY OF ANY KIND FOR YOUR USE OF SUCH THIRD PARTY SOFTWARE AND MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO SUCH THIRD PARTY SOFTWARE. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above exclusions might not apply to User, and User may have other legal rights related to this Agreement that may vary from jurisdiction to jurisdiction.

No salesperson or other representative of any party involved in the distribution of the Software is authorized to make any warranties with respect to the Software, Content, or the Animated Stretches, beyond those contained in this Agreement. Oral statements do not constitute warranties, shall not be relied upon by the User, and are not a part of this Agreement.

7. LIMITATION OF LIABILITY. **UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL DESKACTIVE, OR ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION, PROMOTION, OR MARKETING OF THE SOFTWARE, OR THE CONTENT, BE LIABLE TO ANY OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST DATA, BUSINESS INTERRUPTION, LOSS OF USE, LOST REVENUE, OR LOST PROFITS, ARISING OUT OF OR RELATING TO THIS LICENSE OR THE SOFTWARE, THE CONTENT, OR THE SERVERS, EVEN IF DESKACTIVE OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** In no event will the total liability of DeskActive or such other party for all damages exceed the license fees paid by the User for the Software for the current term of this Agreement or \$60.00, whichever is less. Some jurisdictions do not allow the exclusion or limitation of consequential or indirect damages, so the above limitation may not apply to you.

8. Fees and Payments. If accessing the Software through an individual or on-line subscription, User agrees to pay all fees, and all charges incurred for the Software at the rates in effect when incurred. Fees and charges will be billed to the credit card the User designates during the registration process. If User wishes to change the credit card to which DeskActive bills for the Software, User may call DeskActive at the number listed for Customer Service on the DeskActive web site. DESKACTIVE SHALL NOT BE LIABLE FOR ANY AMOUNTS BILLED TO USER'S CREDIT CARD BY A THIRD PARTY.

License agreements for all other organizations must be arranged through DeskActive and the fees will be set out in that agreement.

9. LICENSE TERMS AND CONDITIONS User agrees to access the software under the terms and conditions of DeskActive's License Agreement. A copy of the License Terms and Conditions is available at www.deskactive.com under Quick Links / Terms of Use.

9. General. If for any reason any provision of this Agreement is determined to be invalid or unenforceable under any statute or rule of law by a court of competent jurisdiction, such provision shall be interpreted in order to give effect to such provision to the maximum extent permitted by law, and the remaining provisions shall continue in full force and effect. This Agreement shall be deemed to be made in the State of Iowa and shall in all respects be interpreted, construed, and governed by and in accordance with the laws of the State of Iowa applicable to contracts executed and to be wholly performed therein, and without regard to its conflicts of law principles. User irrevocably submits to the jurisdiction of the state and federal courts sitting in Polk County, Iowa, and any action or proceeding arising out of this Agreement will be heard and determined in such court. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Each of the Software and the Content, is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application, the Application Documentation and the Application Content with only those rights set forth therein. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications relating to the subject matter hereof. No amendment or modification of any provision of this Agreement will be effective unless set forth in a document that purports to amend this Agreement and both parties accept that hereto. This Agreement is personal to User and User may not assign User's rights or obligations to anyone.

If you have any questions about DeskActive's Policies, please contact us via our website:
www.deskactive.com.