

YOUR USER AGREEMENT WITH ADVANTAGE SOFTWARE, INC.

This is the agreement ("User Agreement" or "Agreement") which states the Terms of Service ("TOS") for your use of Bridge Mobile, by Advantage Software, Inc. Before you may use Bridge Mobile, you must read, agree with, and accept all of the terms and conditions of this agreement, of the Advantage Software Privacy Policy, and of information which is incorporated in this Agreement by reference. If you do not agree to be bound by all of these terms and conditions, including any expressly incorporated by reference, then do not use Bridge Mobile or the Services of Advantage Software, Inc.

1. Parties to This Contract

Advantage Software, Inc., a Florida corporation, is the party with whom you are contracting. Advantage Software, Inc., sometimes is referred to as "Advantage Software," "we" or "us" or "our" in this Agreement, except as is otherwise expressly stated in particular sections. Bridge Mobile is a service mark, trademark and trade name of Advantage Software, Inc. "You" means any person who uses Bridge Mobile, the Advantage Software website, or any of the Services of Advantage Software. You agree that this is an agreement between independent contractors, and it is not a joint venture, partnership, employer-employee, agent-principal, or franchisor-franchisee relationship. Neither you nor Advantage Software, Inc. is authorized to bind the other to any contract.

2. Pricing and Payment for Services

Pricing and payment terms and conditions for use of Bridge Mobile and the Services may be amended from time to time.

3. Services of Advantage Software, Inc.

This Agreement states the terms and conditions under which Bridge Mobile and the Services of Advantage Software, Inc. may be used. Services are governed by this Agreement whether the particular service or use is free or paid. Bridge Mobile may be linked to other websites owned and controlled by Advantage Software, Inc. You agree that your use of those other linked websites owned and controlled by Advantage Software, Inc. will be bound by the terms and conditions of use and the privacy policy posted on such other websites, if different from these Terms of Service.

4. Registration and User ID

You must register and obtain a Bridge Mobile User Identification ("User ID") and select a password to use Bridge Mobile. When registering you must provide us with a valid user identity and a valid, functional email address for providing notices and communications to you concerning this Agreement and transactions with Advantage Software. You are responsible for the accuracy and completeness of the information which you provide to Advantage Software in your registration and your use of Bridge Mobile and the Services. You agree that you shall provide a valid, lawful identity in your registration and that you shall not impersonate any other person. You agree that you will promptly correct any errors in your registration information and will promptly update your registration information when it changes. If you do not have authority to supply information which is required either for registration or for a particular use of Bridge Mobile or the Services, then do not register or do not engage in the particular use of Bridge Mobile or the Services for which you lack such authority.

5. Security; Password

It is your responsibility to preserve and protect the confidentiality of your User ID and password. You are entirely responsible for activities conducted under your User ID. You agree that you shall (a) make certain that you fully exit from Bridge Mobile at the end of each of your sessions, and (b) immediately notify Advantage Software in writing if there is any unauthorized use of your User ID or password or other security breach. Advantage Software, Inc. shall not be liable for any cost, loss, damage or liability which arises or is alleged to arise from your failure to comply with this section.

6. Eligibility

Bridge Mobile and the Services are available only to persons who are capable under the applicable law of forming valid contracts. If you are a natural person using Bridge Mobile on behalf of an entity, then by registering in the name of the entity and using Bridge Mobile or the Services you represent and warrant that the entity may lawfully enter into this agreement and that you have lawful authority to bind that entity to the terms and conditions of this User Agreement. If you are a child (under the age of 18 years), or lack legal competency, then Bridge Mobile and the Services of Advantage Software are not available to you; do not use Bridge Mobile or the Services. If you are under the age of 18, or are subject to a legal guardianship, then you can use Bridge Mobile and the Services only if your legal guardian or

representative first agrees with us that you may use Bridge Mobile and the Services and then supervises your use of Bridge Mobile and the Services.

PERSONS UNDER THE AGE OF FOURTEEN (14) YEARS ARE NOT ELIGIBLE TO USE THE ADVANTAGE SOFTWARE WEBSITE, THE SERVICES, OR BRIDGE MOBILE, EVEN WITH THE APPROVAL AND UNDER THE SUPERVISION OF A PARENT OR GUARDIAN. IF YOU ARE UNDER THE AGE OF FOURTEEN YEARS THEN IMMEDIATELY LEAVE THIS WEBSITE. DO NOT ATTEMPT TO REGISTER AND DO NOT PROVIDE US WITH ANY OF YOUR PERSONAL INFORMATION.

7. Interstate and International Use

You recognize that the Internet is global in nature. The Advantage Software website and the Services of Advantage Software are intended to be offered only in jurisdictions where the website and Services and the manner in which they are offered are lawful. If the Website or Services of Advantage Software are not lawful in the nation, state, or other jurisdiction where you are located, then do not use or attempt to use Bridge Mobile or the Services in that place. If you are accessing or using Bridge Mobile or the Services in any nation, state or other jurisdiction which restricts such access or usage, then you shall abide by the laws of that place and refrain from any access or use as required by the laws of the applicable jurisdiction. You also agree that you shall comply with all applicable laws concerning transmission of technical data, including without limitation, the export of technical data from the United States or from the jurisdiction in which you reside or from which you are using Bridge Mobile.

8. Privacy Policy

We do not collect personally identifiable information on our web site unless you choose to give it to us via an email message, a form submission, a telephone conversation, or by postal service. Even when you choose to give us any identifiable information, we will keep it confidential. We do not sell, rent, share, or otherwise disclose our mailing lists or other personally identifiable information.

We maintain some records of individuals who contact us in case we need to contact you later or provide further information to you in the future. However, we do not provide this information to anyone else.

We do not use "cookies" to track your online activities on our web site. Our web server collects information about the date and time on which our web site was accessed, and the IP (Internet) address of the web pages from which you linked to our home pages. We use this information to analyze web traffic. Email addresses and other personally identifiable information are not available to us.

9. Effective Date

This Agreement takes effect immediately upon completion of registration by a new user.

10. Amended Terms and Conditions

We reserve the right to change the terms and conditions of this Agreement and the Privacy Policy from time to time by posting the changes in the App Store or such other method as we deem reasonable and practicable under the circumstances. You agree that your subsequent use or continued use of Bridge Mobile or the Services on or after the date posted changes take effect constitutes your consent to the amended terms and conditions. Except for such changes posted by us, this Agreement may only be amended in writing signed by an authorized officer of Advantage Software, Inc. We reserve the right to halt, interrupt, or prevent your use of Bridge Mobile without prior notice.

11. Termination of This Agreement

This is an agreement at will, which we may terminate with or without cause. If you violate any terms or conditions of this Agreement then we may terminate this Agreement without notice to you.

12. Your Information

As a user you and your computer necessarily must supply information to access, register and use Bridge Mobile and the Services. You may choose, or your computer may automatically function, to send information to us, or exchange it with us and others during the course of your use of Bridge Mobile and the Services. Your User's Information (also called "Your Information") is defined for the purposes of this Agreement to mean the content and the form of any and all information which you or your computer provide to us, or cause or permit other persons to transmit to us, in connection with:

- (i) your accessing of the Advantage Software domain, or any sub domains or linked domains of Advantage Software, Inc., or the Advantage Software website or pages;
 - (ii) your logging on to Bridge Mobile;
 - (iii) your registration as a user of Bridge Mobile;
 - (iv) any email or other communications you have with Advantage Software or its employees or agents;
- and

(v) your financial and other transactions with Advantage Software, Inc.. "Your User's Information" is distinguished from, and does not include, communications between you and third parties by use of Bridge Mobile and the Services.

13. Your Communications Content

"Your Communications Content" is the content and form of any information that you post, communicate, transmit, or direct to any third party in any manner through the use of Bridge Mobile, or the Services, or the Advantage Software Internet domain, or any sub domain, or any linked domain that is owned, controlled or operated by Advantage Software, Inc.. You are solely responsible for the accuracy, lawfulness, risks and use of the content of Your Communications Content. Advantage Software does not select, monitor or modify Your Communications Content. "Third party" means any person not affiliated with Advantage Software, Inc.

14. Your Correspondents' Communications Content"Your Correspondents' Communications Content" means the content and form of any information that you receive, access, take or otherwise obtain that originated from, was sent from, or was posted by any third party in any manner through Bridge Mobile, the Services, or the Advantage Software Internet domain, or any sub domain, or any linked domain that is owned, controlled or operated by Advantage Software, Inc.. You and your correspondents are solely responsible for the accuracy, lawfulness, risks and use of the content of Your Correspondents' Communications Content. Advantage Software does not monitor, select or modify Your Correspondents' Communications Content. "Third party" means any person not affiliated with Advantage Software, Inc.

15. Data We Receive, Send and Store

Bridge Mobile provides systems for the receipt, sending and storage of data. During a session using Bridge Mobile, Advantage Software receives and transmits data among those participating in a Bridge Mobile session.

Every user's browser as part of the automatic network protocol reports its IP (Internet Port) address to the Bridge Mobile website each time a web page is viewed and we may record and store some or all of these IP addresses. Your IP address may be stored in our data base when you register.

16. Advantage Software Not Obligated to Verify User Names or Identities

Advantage Software is not obligated to verify or authenticate participants in a Bridge Mobile session. Bridge Mobile does not and usually cannot verify or control the identity of the natural persons who have access to or control the particular computers that are identified by an IP address supplied to Bridge Mobile. It is your responsibility to use whatever identification measures you think are appropriate. We reserve the right, for protection of ourselves and our systems, to use whatever lawful means may be at our disposal to attempt to verify any IP (Internet Port) address or other identification information of any participant in a Bridge Mobile session.

17. Contents and Recording Of Bridge Mobile Sessions

During a Bridge Mobile session, data is transitorily resident within computer memory, and any temporary on-line parallel or concurrent backup systems of Bridge Mobile and our Internet.

The transmission, routing, provision of connections, and any storage of content is done at the direction of the participants, and material is transmitted by automatic technical processes without selection or modification of the content by Advantage Software.

Bridge Mobile offers a capability to record onto our servers the content of a Bridge Mobile session. The content can thereafter be accessed by you if you supply your User ID and Password, and if you have a current subscription to Bridge Mobile. You then can deal with the recorded matter at your discretion without any supervision or controls by Advantage Software. Advantage Software does not claim any ownership of the recorded content. The decision whether to record or not is made by you, not by Advantage Software. Bridge Mobile automatically deletes recorded matter from Bridge Mobile's operating computers after your subscription has expired, which may be less than

30 days. It is your choice and responsibility to download recorded matter that you wish to preserve before that matter is deleted by Advantage Software. Advantage Software disclaims any responsibility for the contents, quality of recording, failure to successfully record, loss, destruction or deletion of matter that a you choose to record. You are solely responsible for insuring that such recordation complies with the laws and regulations of any governmental authority having jurisdiction over any portion of the communications. Advantage Software does not otherwise record, backup, or archive the contents of a Bridge Mobile session. The participants are entirely responsible for any recordation, archiving, or other backup of their own content, and may do so only as permitted by applicable law.

18. Security Issues of Users

User hereby acknowledges that information that passes through or is retained on Advantage Software's computer servers has a moderate level of password-access security. The degree of a User's password-access security is dependent upon the User's selection of stronger or weaker passwords and the User's distribution and control of the User's passwords.

19. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE AS FOLLOWS:

NO WARRANTY. ADVANTAGE SOFTWARE, INC., ITS AFFILIATES, SUPPLIERS AND CONTRACTORS PROVIDE BRIDGE MOBILE AND THE SERVICES "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED OR STATUTORY. WITHOUT LIMITING THE BREADTH OF THE FOREGOING SENTENCE, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

FOR THE PURPOSES OF THIS SECTION, "ADVANTAGE SOFTWARE, INC., ITS AFFILIATES, SUPPLIERS AND CONTRACTORS" IS INTENDED TO INCLUDE, WITHOUT LIMITATION, ADVANTAGE SOFTWARE, INC.; OUR MANAGERS, OFFICERS, EMPLOYEES, OWNERS, PROGRAMMERS AND AGENTS; THE SUPPLIERS OF OUR WEB SITES, OUR INTERNET SERVICE PROVIDERS ("ISPs"), OUR OTHER TECHNICAL AND SERVICE PROVIDERS, OUR RESELLERS, AND ANY PERSONS WHO MAY BE OR BE DEEMED OUR PARTNERS, JOINT VENTURERS, OR PRINCIPALS, EACH AND ALL OF WHOM SHALL BE EXPRESS THIRD PARTY BENEFICIARIES OF THESE DISCLAIMERS OF WARRANTY.

Some states do not allow the disclaimer of implied warranties in some circumstances, so if the laws of such a state apply to your dealings with us and if the requisite circumstances exist in your case, then some portion or all of the foregoing disclaimer may not apply to you. The law of warranty varies from state to state and the law applicable in your particular case may give you specific legal rights.

20. LIMITATIONS AND EXCLUSIONS OF DAMAGES

IN NO EVENT SHALL ADVANTAGE SOFTWARE, INC., ITS AFFILIATES, OWNERS, PROGRAMMERS, SUPPLIERS AND CONTRACTORS BE LIABLE FOR ANY OF THE FOLLOWING KINDS OF DAMAGES: LOST PROFITS, LOST GOODWILL, BUSINESS INTERRUPTION; OR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING, OR ALLEGED TO ARISE, OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES, OUR PRODUCTS, OUR SOFTWARE, OR THIS AGREEMENT. WITHOUT LIMITING THE BREADTH OF THE KINDS OF DAMAGES EXCLUDED BY THE PRECEDING SENTENCE, ADVANTAGE SOFTWARE, INC., ITS AFFILIATES, SUPPLIERS, OWNERS, PROGRAMMERS, AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY OF THE FOREGOING KINDS OF DAMAGES ARISING OR RESULTING FROM: (a) ANY USE OR INABILITY TO USE BRIDGE MOBILE OR THE SERVICES; (b) ANY COST OF ACQUIRING SUBSTITUTE GOODS AND SERVICES; (c) ANY UNAUTHORIZED ACCESS TO, DEGRADATION OF, OR ALTERATION OF THE CONTENTS OF TRANSMISSIONS OF YOU OR ANY THIRD PARTY; (d) ANY CONDUCT OR COMMUNICATIONS OF ANY THIRD PARTY BY USE OF BRIDGE MOBILE OR THE SERVICES; OR (e) ANY OTHER MATTER OR CIRCUMSTANCE RELATED TO BRIDGE MOBILE OR THE SERVICES.

IN ANY CIRCUMSTANCE WHERE ADVANTAGE SOFTWARE, INC., ITS AFFILIATES, SUPPLIERS, OWNERS, PROGRAMMERS AND CONTRACTORS MAY HAVE LIABILITY TO YOU THAT IS NOT EXCLUDED BY THE FOREGOING, THEN ANY SUCH LIABILITY TO YOU AND TO ANY THIRD PARTY IS LIMITED IN AMOUNT TO THE GREATER OF (A) ONE HUNDRED DOLLARS (\$100), AND (B) THE AMOUNT OF FEES (IF ANY) YOU HAVE PAID TO US IN THE NINETY (90) DAYS IMMEDIATELY PRIOR TO THE EVENTS ALLEGEDLY GIVING RISE TO THE CLAIMED LIABILITY.

FOR THE PURPOSES OF THIS SECTION "ADVANTAGE SOFTWARE, INC., ITS AFFILIATES, SUPPLIERS, OWNERS, PROGRAMMERS AND CONTRACTORS" IS INTENDED TO INCLUDE, WITHOUT LIMITATION, ADVANTAGE SOFTWARE, INC., OUR MANAGERS, OFFICERS, OWNERS, EMPLOYEES, AND AGENTS, THE SUPPLIERS OF OUR WEB SITES, OUR INTERNET SERVICE PROVIDERS ("ISPs"), OUR OTHER TECHNICAL AND SERVICE PROVIDERS, OUR RESELLERS, AND ANY PERSONS WHO MAY BE OR BE DEEMED OUR PARTNERS, JOINT VENTURERS, OR PRINCIPALS, EACH AND ALL OF WHOM SHALL BE EXPRESS THIRD PARTY BENEFICIARIES OF THESE DAMAGE EXCLUSIONS AND LIMITATIONS.

Some states do not allow exclusion or limitation of incidental or consequential damages in some circumstances, so if the laws of such a state apply to your dealings with us and if the requisite

circumstances exist in your case, then some portion or all of the foregoing exclusion and limitation may not apply to you. The law varies from state to state and the law applicable in your particular case may give you specific legal rights.

21. INDEMNITY

You agree to indemnify us (" Advantage Software, Inc., its affiliates, suppliers and contractors" as defined in the sections which disclaim warranties and limit and exclude damages), and to hold us harmless, from any claim, cost, liability or demand of any third party, including reasonable attorneys fees, which arises or is alleged to arise from:

(a) breach by you or by anyone for whom you bear responsibility of this Agreement or of any of the materials which this Agreement incorporates by reference; or

(b) violation by you or by anyone for whom you bear responsibility of any law or of the rights of any third party.

22. PROVISIONS OF GENERAL APPLICATION

22.1 Entire Agreement.

This Agreement, including any matter that is expressly incorporated in this Agreement by reference, constitutes the entire Agreement between you and Advantage Software, Inc. and it governs your use of Bridge Mobile and the Services. This Agreement supersedes any prior negotiations and agreements between you and Advantage Software, Inc.. There are no oral terms to this Agreement. This Agreement can only be amended or altered in writing. Your purchase or use of particular services and products of Advantage Software, Inc., or of third-party content or third- party software, may be governed by additional written terms and conditions specified when you purchase or access such particular services and products.

22.2 Choice of Law and Choice of Forum.

This Agreement, and the relationship between you and Advantage Software, Inc., shall be governed by the laws of the State of Florida, U.S.A., without regard to its conflict of laws and provisions. You and Advantage Software, Inc. agree to submit to the exclusive personal jurisdiction of the courts located within Martin County, Florida.

22.3 Statute of Limitations.

You and Advantage Software, Inc. agree that any claim or cause of action arising or alleged to arise out of, or related to, this Agreement, the use of Bridge Mobile, or the Services, must be filed within one (1) year after such cause of action arose, or else such claim or cause of action shall be permanently barred. You and Advantage Software, Inc. agree that this limitation applies regardless of any statute or law to the contrary which might otherwise apply.

22.4 Export Controls.

The Services, or some uses of them, may be subject to the export control laws of the United States. You agree that you shall not export, re-export, disclose, or transfer any of the Services, or any technical matter related to the Services, nor shall you use the Services, in violation of applicable export control laws and regulations.

22.5 Restriction of Rights Concerning Government Usage.

Bridge Mobile and the Services comprise Restricted Rights in accord with DFARS Section 227.7202 et seq. If you are using Bridge Mobile or the Services as a representative of the United States Department of Defense, or as a representative of any other governmental agency of any nation, state or locality, then you acknowledge that the Services, and any portion of them, are "Commercial Computer Software" (cf. DFARS Section 252.227-7014) and any documentation is "Commercial Computer Software Documentation," all of which were developed exclusively at private expense by Advantage Software, Inc. 925 SE Central Parkway, Stuart, Florida 34994. You do not receive any rights to reproduce or modify the Services or any associated software.