



iCruisePro End User License Agreement

PLEASE READ THIS END USER LICENSE AGREEMENT (the “Agreement”) CAREFULLY. IT IS A LEGAL AND BINDING CONTRACT BETWEEN YOU AND ICRUISEPRO, LLC (“iCruisePro”). WHEN YOU CREATE AN ACCOUNT TO ACCESS THE ICRUISEPRO SOFTWARE (the “Software”), YOU AGREE THAT YOU UNDERSTAND THE AGREEMENT AND AGREE TO BE BOUND BY IT IN ITS ENTIRETY. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT ACCESS THE SOFTWARE. IF YOU ARE CREATING AN ACCOUNT FOR ICRUISEPRO’S SOFTWARE ON BEHALF OF A CORPORATION OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE LEGAL ENTITY, AND YOU AGREE THAT THE LEGAL ENTITY WILL BE BOUND BY EACH AND EVERY PROVISION OF THE AGREEMENT.

The Software is owned and operated by iCruisePro and is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, the iCruisePro Privacy Policy) and procedures that may be published by iCruisePro from time to time through the iCruisePro website (www.iCruisePro.com).

1. Term

The term of this Agreement begins on the date your iCruisePro account is activated and you pay for the Software. It continues in perpetuity until either party terminates this Agreement pursuant to the terms hereof.

2. Your Account

- 2.1 Your use of the Software is governed by and subject to each and every term of this Agreement. The terms “you” and “your” as used in this Agreement pertain to each subscriber of the Software. You agree that each person listed in your account information is your agent and has full authority to act on your behalf as to the Software. The terms of this Agreement will cover any situation where you use and access the Software or you permit a person to use and access the Software, even if that person is not listed on your account information.
- 2.2 You are fully responsible for all activities that occur under the account and any other actions taken in connection with your account. You must immediately notify

iCruisePro of any fraudulent or unauthorized uses of iCruisePro, your account, or any other breaches of security. iCruisePro will not be liable for any acts or omissions by you, your clients, or any other users of your account, including any damages of any kind incurred as a result of such acts or omissions.

- 2.3 You must provide your full legal name, current address, valid e-mail address, and any other information necessary to complete the iCruisePro signup process.
- 2.4 Sharing a single user login between multiple people is not permitted. You may create separate user logins for multiple people, provided your account plan permits.
- 2.6 You are responsible for keeping your password (and any other users' passwords under your account) secure. iCruisePro cannot and will not be held liable for any loss or damages from your failure to maintain the security of your account or passwords.
- 2.7 You are responsible for all charges incurred by your iCruisePro account.

3. License

- 3.1 You may install and use only one copy of the Software on a single computer or device at a time. Even though both Windows and Macintosh versions of the Software may be provided in multiple languages, you are only licensed to use one version of the Software on one platform (i.e., the Windows or Macintosh version) in one language at a time, except as provided in Paragraph 3.4 below. You may not use or run more than one instance of the Software from the same operating system (e.g., using virtualization or other technologies) at the same time.
- 3.2 You may download the Software only from an authorized source. The number of copies that you can download during a consecutive period of days may be limited. You may not make a copy of the Software available on a network where it could be used by multiple users at the same time. You may not make the Software available over a network where it could be downloaded by multiple users.
- 3.3 The Software and an internet connection are required to validate the license for certain products distributed by iCruisePro. You acknowledge and agree that the Software can automatically validate license rights for some or all iCruisePro products without separate notice to you. This means that in order to use the Software and certain iCruisePro products, you must leave the Software installed on your computer. You acknowledge and agree that the Software may use information regarding your computer, hardware, media, software and your use of the Application to validate your license rights and to update the Software.
- 3.4 You may make one copy of the Software in machine readable form solely for backup purposes. Additionally, the primary user of the computer on which the Software is installed may make a second copy for his or her exclusive use on

either a home or portable computer. As an express condition of this License, you must reproduce on each copy any copyright notice and other proprietary notices that are on the original copy supplied by iCruisePro.

- 3.5 In order to operate the Software, you must download software owned and distributed by a third-party. Certain components of the Software, and third party open source programs required to operate the Software, have been or may be made available by iCruisePro on its website. Acknowledgements, licensing terms, and disclaimers for such material are contained in the “online” electronic documentation for the Software, or may otherwise accompany such material, and your use of such material is governed by their respective terms.

4. Payment of Fees, Refunds, and User Changes

- 4.1 A valid credit card is required to use the Software.
- 4.2 iCruisePro does not provide refunds for Software for any reason whatsoever, except for administrative errors or where a representative of iCruisePro has, in writing, expressly offered a refund to you.
- 4.3 All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.
- 4.4 In the event payment is not received for the Software due to a declined attempt to charge your credit card, expired credit card, your account will be suspended until such time that payment in full is received.

5. Prohibited Conduct

You agree that you will not use the Software to (a) upload or otherwise transmit any information, domain name, or any other information or data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, including, but not limited to, any iCruisePro representative, or misrepresent iCruisePro's affiliation with any person or entity; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any stored information transmitted through the Software; (e) upload or otherwise transmit any stored information that you do not have a right to transmit under any law or under contractual relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships, or under nondisclosure agreements); (f) upload or otherwise transmit any stored information or domain name that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any person; (g) upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of solicitation, except in those areas of the Software that may be designated for such purpose; (h) upload or otherwise transmit any material that contains

software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (i) interfere with or disrupt the Software or servers or networks connected to the Software; (j) violate any applicable law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission and any rules of any securities exchange, and laws regarding the export of technical data; (k) incite or provide instructional information about illegal activities; or (l) conduct raffles, contests, lotteries, or sweepstakes.

6. Support

The Software include access to support for a period of ninety (90) days (the “Initial Support Period”) after your account is activated. After the expiration of the Initial Support Period, iCruisePro will continue to provide support for a charge at an hourly rate to be set from time to time by iCruisePro, which iCruisePro can change at any time at its sole discretion. If you do not pay the full balance of any charges for support after the Initial Support Period within thirty (30) days of the date of billing, your account will be suspended until such time that payment in full is received.

7. Copyright and Subscriber Data Ownership

- 7.1 The content published by iCruisePro through the Software and its website are copyrighted materials owned by iCruisePro. All rights are reserved. All content uploaded or published by you via the Service must comply with all applicable copyright laws. You may not duplicate, copy, or reuse any portion of the content without express written permission from iCruisePro.
- 7.2 Further, in order to protect iCruisePro’s intellectual property rights, and except as permitted by applicable legislation, you may not:
 - 7.2.1 Decompile, reverse engineer, disassemble, modify, translate, otherwise reduce the software to a human-perceivable form, or make any attempt to discover the source code.
 - 7.2.2 Modify, network, rent, lend, loan, distribute, or create derivative works based upon the software in whole or in part.
 - 7.2.3 Electronically transmit the software from one computer to another or over a network.
 - 7.2.4 Sublicense, rent, or lease any portion of the software to another user.
- 7.3 We claim no copyright or intellectual property over the content you provide to the Software. Content you upload to the Software remains yours.
- 7.4 Subscriber data, pertaining to documentation or any derivatives thereof stored in the Software (the “Subscriber Data”) shall be and remain the sole and exclusive property of you, the Subscriber. You are able to export your Subscriber Data at any time from inside the application. iCruisePro is provided a license to

Subscriber Data hereunder for the sole and exclusive purpose of providing the Software, including a license to store, record, transmit, maintain, and display Subscriber Data as necessary for the provisioning of the Software.

- 7.5 You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Subscriber Data, and iCruisePro shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Subscriber Data.
- 7.6 iCruisePro does not have direct access to your account data, except when granted permission for the purposes of technical support, demonstrations, etc. In this scenario, full auditing/logging is available showing create, retrieve, update and delete functions. Subscriber Data is accessible only in summarized report format for the purposes of account management and product management. While developers have access to the underlying infrastructure, they are not permitted to view, change or export this data in any way.

8. Cancellation and Termination

- 8.1 You may terminate this Agreement at any time by providing iCruisePro sixty (60) days' written notice of your decision. iCruisePro may terminate this Agreement and your access to all or any part of the Software at any time, with or without cause, with or without notice, effective immediately, if it believes, in its sole judgement, that you have breached or may breach any term or condition of this Agreement. iCruisePro may terminate the Software immediately, without penalty, as part of a general shut down of our Software. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- 8.2 In the event of termination of your account, you will be charged for any outstanding amounts owing at the end of your billing cycle, including, without limitation, any fees incurred for support Software after the expiration of the Initial Support Period.
- 8.3 In the event your account is terminated, any and all of your data that is stored on iCruisePro's systems may be permanently deleted after fourteen (14) days of the final termination date. Prior to data being deleted, provisions can be made to allow access to an export of your data by written request to iCruisePro.

9. Confidentiality

You agree that the Software contain proprietary information, including, but not limited to, trade secrets, know-how, and other confidential information that is iCruisePro's exclusive

property. During the effective period of this Agreement and all times afterward, you and your agents agree that you will not disclose any trade secrets, know-how, confidential information to third-parties without iCruisePro's prior written authorization. You further agree to take the necessary precautions to safeguard and maintain the confidentiality of iCruisePro's trade secrets, know-how, and confidential information. You agree that any breach of this Section will irreparably harm iCruisePro and that iCruisePro is entitled to seek injunctive relief in addition to any other remedies that iCruisePro may have at law or in equity.

10. Security

iCruisePro takes commercially reasonable measures to secure and protect information transmitted to and from iCruisePro's website. However, iCruisePro cannot and does not guarantee that any such communications or any electronic commerce conducted on or through the website is or will be totally secure. You are responsible for maintaining the confidentiality of any login User ID and any password that may be assigned to you by iCruisePro, and you are fully responsible for all access and any activity that occurs through use of your User ID or password. You agree to immediately notify iCruisePro of any unauthorized use of your User ID or password or any other breach of site security of which you become aware. You also agree to take such further steps as may be reasonably requested by iCruisePro to prevent unauthorized use of your User ID and password. iCruisePro cannot and will not be liable for any loss or damage arising from any unauthorized access or use of your User ID or password.

11. Changes to the Service, Pricing, or Billing

- 11.1 iCruisePro reserves the right at any time, and from time to time to modify, discontinue, temporarily or permanently, the Software (or any part thereof) with or without notice.
- 11.2 iCruisePro reserves the right, at any time, and from time to time, to change its prices and billing methods for the Software, subject to thirty (30) days' notice from us. Such notice may be provided at any time by posting on the iCruisePro website (www.icruisepro.com), the Software itself, or by e-mail to you.
- 11.3 iCruisePro shall not be liable to you or any third party for any modification, price change, suspension, or discontinuation of the Software.

12. Intellectual Property

All right, title, and interest in and to any intellectual property will remain (as between the parties) solely with iCruisePro. All trademarks, service marks, graphics, and logos used in connection with iCruisePro, or the Software are trademarks or registered trademarks of iCruisePro. Other trademarks, Software marks, graphics, and logos used in connection with the Software may be the trademarks of other third parties. Your use of the Service grants you no right or license to reproduce or otherwise use any iCruisePro or third-party trademarks.

13. Changes to the Agreement

iCruisePro reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Software following the posting of any changes to this Agreement constitutes acceptance of those changes. iCruisePro may also, in the future, offer new Software and/or features through the Software (including, the release of new tools and resources). Such new features and/or Software shall be subject to the terms and conditions of this Agreement.

14. General Representation and Warranty

You represent and warrant that (i) your use of the Software will be in strict accordance with the iCruisePro Privacy Policy, with this Agreement, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from Canada or the country in which you reside), and (ii) your use of the Software will not infringe or misappropriate the intellectual property rights of any third-party.

15. Limitations

- 15.1 iCruisePro makes every effort to ensure the Software are made available. However, there will be occasional periods of downtime necessary to perform essential system upgrades and maintenance. We will attempt to provide twelve (12) hours of notice for scheduled downtime, but in some cases, downtime may be unscheduled or beyond our control. There may also be unforeseen incidents that cause the Software to go down for a period of time that are beyond iCruisePro's control.
- 15.2 Certain key iCruisePro processes may depend on third-party systems. We are unable to guarantee the availability of third-party systems (e.g. for synchronization functions) and are in no way responsible for any outages.

16. Limitation of Warranties

iCruisePro warrants for a period of ninety (90) days from the date your account is activated that the Software as provided by iCruisePro will perform substantially in accordance with the accompanying documentation. iCruisePro's entire liability and your sole and exclusive remedy for any breach of the foregoing limited warranty will be, at iCruisePro's option, replacement of the Software, refund of the purchase price, or repair of the Software.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY ICRUISEPRO AND ICRUISEPRO AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS, EITHER EXPRESS OR IMPLIED (WHETHER COLLATERALLY, BY STATUTE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS. FURTHERMORE, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS BY THE SOFTWARE. ICRUISEPRO DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. YOU SPECIFICALLY ACKNOWLEDGE THAT THE SOFTWARE MAY BECOME DELAYED OR RENDERED USELESS FOR A PERIOD OF TIME DUE TO THE INHERENT PROBLEMS WITH USING THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND YOU SPECIFICALLY ACKNOWLEDGE THAT ICRUISEPRO IS NOT RESPONSIBLE FOR ANY DAMAGE OF ANY TYPE WHATSOEVER FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER PROBLEMS ASSOCIATED THEREWITH. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. FURTHERMORE, ICRUISEPRO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ICRUISEPRO OR ICRUISEPRO'S AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

17. Limitation of Liability

TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL ICRUISEPRO OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PERSONAL INJURY, OR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF THE USE, MISUSE, OR INABILITY TO USE THE SOFTWARE, WEBSITE, OR

SOFTWARE OR RELATED DOCUMENTATION, EVEN IF ICruisePro OR ICruisePro'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall iCruisePro's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount paid by you for the Software. iCruisePro shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

18. Indemnification

You agree that you will, at your expense, defend, indemnify, and hold harmless iCruisePro and its affiliates, officers, directors, employees, agents, and attorneys from and against any and all claims, demands, liabilities, costs, expenses (including attorney's fees), losses, damages, judgments, or settlements arising or resulting from a) any claims, demands, actions, and other proceedings by any party, including any third-party, arising out of or relating to this Agreement; b) your use of the Software, website, or any related documentation; c) your use of any third-party's Software or products; d) your collection, distribution, dissemination, sharing, use, or sale of information provided to Service Providers; e) your violation of any local, state, federal, or international laws or breaches of this Agreement; and f) any act or omission by you or your agents, employees, or independent contractors for any Software agreed to be performed by any third party.

19. Miscellaneous

19.1 This Agreement shall be deemed to be a contract that is made under the laws of the State of Louisiana, U.S.A., and for all purposes shall be interpreted in its entirety in accordance with the laws of said state. No litigation or other claim that is connected in any manner herewith shall be instituted or conducted in any court other than a competent court in the State of Louisiana. By accepting this Agreement, you hereby consent to personal jurisdiction and venue in a competent court in the Parish of East Baton Rouge, State of Louisiana. By accepting this Agreement, you also irrevocably waive and renounce any right that you may have had to institute litigation or a claim of any type whatsoever in any jurisdiction other than in the Parish of East Baton Rouge, State of Louisiana. If any action shall be brought on account of any breach of or to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

19.2 If any provision of this Agreement shall be held to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- 19.3 This Agreement, including all exhibits and documents directly referenced, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- 19.4 The terms of this Agreement may only be modified by a written amendment signed by an authorized executive of iCruisePro or by the posting by iCruisePro of a revised version iCruisePro reserves the right to modify and update this Agreement without prior notification. If you refuse to access any modifications or updates to this Agreement, iCruisePro reserves the right to immediately terminate this Agreement and your access to iCruisePro's website.
- 19.5 iCruisePro has the right to modify and/or update the Software without prior notice.
- 19.6 The terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.
- 19.7 Except where prohibited by applicable law, you waive any right you may have to commence or participate in any class action against iCruisePro related to any claim and, where applicable, you also agree to opt out of any class proceedings against iCruisePro.
- 19.8 A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.
- 19.9 iCruisePro may assign its rights under this Agreement without condition. Your rights under this Agreement are not assignable or transferable unless agreed to in advance by iCruisePro in writing.
- 19.10 This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Questions or Comments. Should you have any questions or comments regarding this agreement, please contact iCruisePro using the information below.

iCruisePro, LLC
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Kinder, Louisiana 70648

You hereby agree that, in order to utilize the Software, you must accept this Agreement. You hereby agree that you have read this Agreement in its entirety and unconditionally accept its terms.