

END USER TERMS OF USE

The use of Incident Response Technologies Inc.'s ("IRT") Software is offered to you upon your acceptance of these End User Terms of Use. By using IRT's software (the "Software"), you indicate your continued acknowledgment and agreement to these End User Terms of Use. Any different or additional terms in any Purchase Order, Proposal or Invoice or any other document, whether pre-printed or otherwise, shall have no force or effect on these End User Terms of Use or its subject matter, and are specifically excluded and expressly rejected by IRT. If you do not agree to be bound by and comply with all of the provisions of these End User Terms of Use, you may not access or use the Software, data, information, services, or website provided by or through IRT (collectively, "Services").

We suggest you retain a copy of these End User Terms of Use for your records.

IRT has the right, at its sole discretion, to modify, add, or remove any terms or conditions of these End User Terms of Use. Any changes to these End User Terms of Use are effective immediately following the posting of such changes on the IRT website. You will be notified of changes to these End User Terms of Use by electronic mail, and by the "updated date" listed on the IRT website. To update the electronic mail address on file, contact support@irtsoftware.com or 866-260-7333. IRT is not responsible for failed notifications due to out of date or incorrect electronic mail addresses. The most recent version of these End User Terms of Use may be found at:

<<http://www.rhodiumsuite.com>>

You agree to review these End User Terms of Use from time to time and agree that any subsequent use by you of the Services following changes to these End User Terms of Use constitutes your acceptance of all such changes.

For purposes of these End User Terms of Use, "you" means the Customer identified on the signature page to these End User Terms of Use and each person affiliated with Customer that is authorized to use the Services.

TERMS

Subject to these terms and conditions of these End User Terms of Use, IRT grants you a personal, limited, revocable, non-exclusive and non-transferable license to use the Services, including but not limited to the Software. This license is exclusive to you and you may not sublicense the use of the Services or provide, disclose, distribute, transfer, or otherwise make available the Services, or any content or materials related thereto, to any individuals or entities that IRT has not specifically authorized to receive access to the Services through your account. Under no circumstances shall you have any rights of any kind in or to the Services after any termination or expiration of your subscription for any reason.

You may not reproduce, copy, modify, distribute, market, display, transfer, sublicense, assign, prepare derivative work(s) or adaptation(s) based on, sell, exchange, barter or transfer, rent, lease, loan, resell or in any other manner exploit the Services provided to you by or through IRT.

You may not disassemble, translate, reverse engineer, or otherwise decompile the Services or access any source code related thereto

You acknowledge that IRT owns all right, title and interest, including but not limited to, all copyrights, in and to the Services being provided to you. You further acknowledge that you will not take any action inconsistent with such ownership. IRT does not grant you any ownership rights in or to any of the Services being provided.

In the event that you misuse the Services in violation of these End User Terms of Use, IRT will have the option of electing liquidated damages, which will include all profits generated by your use of the Services, plus interest computed at the maximum rate permitted by law, all legal fees and other expenses incurred by IRT in enforcing its rights and penalties.

IRT may modify or discontinue the Services at any time.

STORAGE SPACE

You acknowledge that IRT may establish general practices and limits concerning use of the Services, including without limitation the maximum number of days that data will be retained by the Software; the maximum number of email messages that may be sent from or received by the Software; the maximum size of any file attachment, email message, or other data upload or import; the maximum disk space that will be allotted on IRT's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Software in a given period of time. You agree that IRT has no responsibility or liability for the deletion or failure to store any data and other communications maintained or transmitted by the Software or IRT's website.

PAYMENT

Within thirty (30) days of receiving an invoice from IRT for your use of the Services, you agree to pay IRT the subscription fee specified therein. With regard to any one-time fees for configuration of the Services, custom development, or third party products, you agree to pay the total amount due within thirty (30) days of receiving an invoice from IRT unless an alternative payment plan has been previously agreed to in writing. IRT generates invoices upon receiving an Accepted Quote, Purchase Agreement, Purchase Order, or Accepted Proposal. All fees will be paid in U.S. dollars. Payments shall be submitted by check, wire transfer or credit card. You agree to a one (1) year minimum subscription. Should you select a multi-year subscription as set forth in an Accepted Quote, Purchase Agreement, Purchaser Order, Proposal or Invoice, your obligation for payment continues through the end of the period selected. Notwithstanding the period selected for the use of the Services, your subscription will automatically renew for a one (1) year period unless IRT is notified no later than three (3) business days prior to the expiration of your current subscription. Notification of subscription cancelation must be in writing and received at support@irtsoftware.com or 5445 DTC Parkway, Penthouse 4, Greenwood Village, CO 80111. Any subscription fee that is not paid when due will accrue a late fee of one and one half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, on any outstanding balance from the due date until paid, and you agree to pay all such late fees plus all expenses of collection. IRT's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you will be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on IRT's income.

SUPPORT AND AVAILABILITY

Standard support is included with your Software subscription at no additional charge and is limited to assisting you with resolving perceived problems with the Software via phone and email assistance. Standard support is available Monday-Friday between the hours of 9:00am and 5:00pm Mountain Time, except nationally recognized holidays. Upgraded support may be purchased separately.

Support technicians may be contacted at support@irtsoftware.com or 866-260-7333 extension 2. Additional support and help information may be accessed in the Software at any time by utilizing the help links. IRT reserves the right to allocate its resources to address support concerns of its users based on the relative severity of each user's support needs, as determined in IRT's reasonable discretion.

IRT uses reasonable efforts to ensure that the Services are available 24 hours a day 7 days a week. However, there will be occasions when the Services will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are beyond the control of IRT. IRT will use reasonable commercial efforts to minimize such disruption where it is within the reasonable control of IRT. You agree that IRT shall not be liable to you for any modification, suspension or discontinuance of the Services. You are responsible for obtaining access to any Services and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Services.

DISCLAIMER

YOU ACKNOWLEDGE THAT IRT OBTAINS ITS SOFTWARE DATA FROM A VARIETY OF SOURCES, IN PARTICULAR, GOOGLE® GOOGLE MAPS® IMAGERY, FOR REFERENCE PURPOSES ONLY. IRT MAKES NO WARRANTIES OR CLAIMS AS TO THE ACCURACY, VALIDITY, OR USEFULNESS OF MAP DATA. YOU ARE HEREBY NOTIFIED THAT MAP DATA MAY BE OUT OF DATE, INACCURATE, OR OTHERWISE FAULTY AND MAP DATA SHOULD NOT BE USED AS THE SOLE DETERMINING FACTOR IN LIFE SAFETY DECISIONS AND/OR OPERATIONS. GOOGLE MAPS IS A REGISTERED TRADEMARK OF GOOGLE. IRT PROVIDES SMS AND EMAIL BASED MESSAGING TOOLS FOR CONVENIENCE ONLY. IRT DOES NOT WARRANT, OR GUARANTEE, DELIVERY OF MESSAGES WITHIN A SPECIFIED TIME PERIOD. MANY VARIABLES AFFECT THE RELIABILITY OF THE MESSANGER TOOL INCLUDING ACCURACY OF CUSTOMER DATA, SPEED, AND VOLUME ON RECEIVER'S CELLULAR NETWORK, RELIABILITY OF RECEIVER'S CELLULAR NETWORK, SERVICE QUALITY RECEIVER HAS AT THE TIME THE MESSAGE IS SENT, AND MORE. DUE TO THESE FACTORS, IRT CANNOT GUARANTEE THAT ALL MESSAGES WILL BE DELIVERED TO RECIVER. YOU FURTHER ACKNOWLEDGE THAT SOFTWARE DATA IS COMPLEX AND SUBJECT TO RAPID CHANGE AND OFTEN DIFFERS BETWEEN CERTAIN INSTITUTIONS AND BETWEEN GEOGRAPHIC JURISDICTIONS AND ACCORDINGLY MAY VARY FROM THAT PROVIDED BY IRT. ALTHOUGH IRT USES COMMERCIALY REASONABLE EFFORTS TO OBTAIN THE MOST ACCURATE AND TIMELY INFORMATION DATA AVAILABLE FROM THE AFOREMENTIONED SOURCES, IRT MAKES NO REPRESENTATIONS OR

WARRANTIES AS TO ACCURACY, AUTHENTICITY, TIMELINESS, RELIABILITY, APPROPRIATENESS, CORRECT SEQUENCING OR COMPLETENESS OF THE INFORMATION DATA.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. IN PARTICULAR, IRT MAKES NO WARRANTY THAT THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IRT MAKES NO WARRANTY REGARDING ANY SOFTWARE, GOODS, SERVICES OR PROMOTIONS PURCHASED, ACCESSED OR OBTAINED THROUGH OR ADVERTISED ON IRT'S WEBSITE. NO ADVICE OR INFORMATION GIVEN BY IRT, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, REPRESENTATIVES, AGENTS OR AFFILIATES (COLLECTIVELY, "RELATED PARTIES") SHALL CREATE A WARRANTY. IRT WILL NOT BE RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ON-LINE SYSTEMS, SERVERS, INTERNET ACCESS PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE OR ANY COMBINATION THEREOF, INCLUDING, WITHOUT LIMITATION, ANY INJURY OR DAMAGE TO ANY COMPUTER, NETWORK, SERVER OR EQUIPMENT AS A RESULT OF YOU OR ANY THIRD PARTY USING THE SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT ANY RELIANCE ON OR USE BY YOU OF ANY SERVICES WILL BE ENTIRELY AT YOUR OWN RISK. IN NO EVENT WILL IRT, ANY OF IRT'S RELATED PARTIES OR ANY OF IRT'S DATA PROVIDERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS REVENUE, LOST PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION UNDER CONTRACT, TORT OR ANY OTHER THEORY, ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SERVICES, OR YOUR RELIANCE ON ANY ADVICE, INFORMATION, OR CONTENT PROVIDED THROUGH, AS PART OF, OR IN CONNECTION WITH THE SERVICES, EVEN IF IRT OR ANY RELATED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THE SERVICES, OR WITH ANY OF THESE TERMS, OR FEEL IRT HAS BREACHED THESE END USER TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. THE TOTAL LIABILITY OF IRT TO YOU FOR ANY CLAIM ARISING FROM OR RELATING TO THESE END USER TERMS OF USE OR USE OF THE SERVICES SHALL NOT EXCEED THE GREATER OF EITHER THE AMOUNT PAID BY YOU FOR THE SERVICES IN QUESTION OR ONE HUNDRED DOLLARS (US\$100) TOTAL. IT IS THE INTENTION OF BOTH OF US THAT THIS PROVISION BE CONSTRUED BY A COURT AS BEING THE BROADEST LIMITATION OF LIABILITY CONSISTENT WITH APPLICABLE LAW.

EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OR EXCLUSION OF CERTAIN

WARRANTIES OR THE DISCLAIMER OR EXCLUSION OF CERTAIN LIABILITIES. TO THE EXTENT THAT ANY DISCLAIMER, EXCLUSION OR LIMITATION SET FORTH IN THESE END USER TERMS OF USE IS CONSIDERED TO BE LEGALLY INVALID, SUCH DISCLAIMER, EXCLUSION, OR LIMITATION SHALL NOT APPLY. HOWEVER, ALL OTHER TERMS AND CONDITIONS SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

INDEMNIFICATION BY USER

You agree to indemnify, defend and hold IRT and IRT's Related Parties harmless from any loss, liability, claim, demand, damage, or expense (including reasonable legal fees) asserted by any third party relating in any way to your use of the Services or breach of these End User Terms of Use.

PROPRIETARY RIGHTS

All brand, product and service names used in connection with the Services that identify IRT or any product, website or service of IRT are proprietary marks of IRT. All brand, product and service names used in connection with the Services that identify third parties and their products and services are proprietary marks of such third parties. Nothing in the Services shall be deemed to confer on any person any license or right from IRT or any third party with respect to any such image, logo or name. Any unauthorized use of these marks is unlawful. You may not remove or modify any notice of confidentiality, trade secret, trademark or copyright encoded or embodied in the Services or any product, content or material downloaded from IRT's website or displayed by, on, or in connection with the Services. All rights are reserved.

EXPORT CONTROL

The Services are subject to export controls under the laws of the United States. By accepting these End User Terms of Use, you confirm that you are not a resident or citizen of any country currently embargoed by the United States and that you are not otherwise prohibited from using the Services.

As applicable, any and all expenses related to obtaining licenses and/or exemptions related to your use of the Services outside the United States, shall be your sole responsibility.

GENERAL

You agree to maintain your password in a secure and confidential manner by not permitting others to use your account. You shall not sell, trade, or otherwise transfer your account to another person or charge anyone for access to the Services. In addition, you are solely responsible for anything that occurs in connection with your account until you close your account or establish that your account security was compromised due to no fault of your own.

If any provision of these End User Terms of Use is held invalid or unenforceable in any respect by any court having competent jurisdiction, such provision will be enforced to the maximum extent permitted by law, and the remaining provisions of these End User Terms of Use will continue in full force and effect. No waiver of any provision of these End User Terms of Use will be deemed a further or continuing waiver of such provision or any other provision of these End User Terms of Use.

You agree that these End User Terms of Use and other notices posted on IRT's website have been drawn up in English. Although translations in other languages of any of the foregoing documents may be available, such translations may not be up to date or complete. Accordingly, you agree that in the event of any conflict between the English language version of the forgoing documents and any other translations thereto, the English language version of such documents governs.

All matters related to these End User Terms of Use, including use of, the Software provided at <http://www.rhodiumims.com/> or other sites provided by IRT, are governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of laws provisions thereto. The parties consent to the exclusive jurisdiction of the courts of, and venue in the State of Colorado. All claims and disputes arising under or related to these End User Terms of Use shall be settled by binding arbitration in the state of Colorado. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association on a confidential basis. Any resulting award or decision shall be in writing and include an explanation of all conclusions of law and fact as well as an assessment of costs, expenses, and reasonable attorneys' fees. An award of arbitration may be confirmed in a court of competent jurisdiction.

These End User Terms of Use constitute the entire agreement between you and IRT and governs your use of the Services, superseding any prior agreements between you and IRT. If any provision of these End User Terms of Use is found to be invalid, the parties nevertheless agree that the parties' intentions, as reflected in the provision, shall be given effect to the extent possible and all other provisions of these End User Terms of Use, shall remain in full force and effect.