



TERMS OF USE AGREEMENT

NOTE: YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT.

INTRODUCTION

Purpose of Terms of Use Agreement

The mission of Intterra is to compile analytical data for first responders, emergency management personnel, situation commanders and others with timely, graphic, multi-functional, depictions of an ongoing incident. To achieve our Mission, we provide certain software products, including the Intterra Product Modules, SituationAnalyst and Field Tool (collectively the “Software”) and/or Internet or cloud-based services through the Software, this website, mobile applications or other websites owned or operated by Intterra, Inc. (collectively, the “Services”) to help You analyze and monitor incidents.

Scope and Intent of Terms of Use Agreement

You agree that by registering on Intterra, or by using our Services you are entering into a legally binding agreement with Intterra, Inc., a Nevada corporation based on the terms of this Terms of Use Agreement and the Intterra Privacy Policy, which is hereby incorporated by reference (collectively referred to as the “Agreement” or “Terms of Service”) and becoming a Software or Services user (“User”).

If you are using Intterra Software or Services on behalf of a company, government agency or other legal entity, you are nevertheless individually bound by this Agreement even if your company or agency has a separate agreement with Intterra. If you do not want to register an account and become an Intterra User, do not conclude the Agreement, do NOT click “I Accept” and do not access, view, download or otherwise use any Intterra Software or Services. By clicking “I Accept” or by using the Software or Services, you acknowledge that you have read and understood all of the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. By clicking “I Accept” or by using the Software or Services you also consent to use electronic signatures and acknowledge your acceptance.

1. Your Acceptance of Terms of Service

Welcome to www.intterragroup.com and becoming a User. Your use of the Services provided and the viewing of the content available through the Services, including without limitation, the messages, software, scripts, graphics, images, renderings, thermal maps, topographic maps, depictions, other maps, charts, data, text, video, overlays, photos, clip art, sounds, music, interactive features et cetera (the “Content”), is subject to the Terms of Use and the Privacy Policy published at www.intterragroup.com/privacy, which is incorporated herein by reference. Each time you use the Website, you agree to be bound by the Terms of Use and the Privacy Policy may be updated by Intterra from time to time without notice to you.

2. Users of Services

These Terms of Use apply to all customers, visitors, users, and others who view the Services ("Users" as well as "You" or "Your"), including Users who are also contributors of images, video, information, and other materials or services on the Services. The Services may contain links to third-party websites, software, content or services ("Third Party Website") that are not owned or controlled by Intterra. Intterra has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third Party Websites. In addition, Intterra will not and cannot censor or edit the content of any Third Party Website. By using the Services, You expressly relieve Intterra from any and all liability arising from your use of any Third Party Website. Accordingly, we encourage you to be aware when you leave the Services and to read the terms of use and privacy policy of each Third Party Website that you visit.

3. Use of the Services

(a) Intterra hereby grants you permission to use the Services as set forth in these Terms of Use, provided that: (i) your use of the Services as permitted is solely for your personal, noncommercial use (except as set forth in Section 3(f) below); (ii) you will not copy or distribute any part of the Services in any medium without Intterra prior written authorization; (iii) you will not alter or modify any part of the Services other than as may be reasonably necessary to use the Services for their intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use.

(b) In order to access some features of the Services, you may have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Intterra immediately of any breach of security or unauthorized use of your account. Although Intterra will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Intterra or others due to such unauthorized use.

(c) You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Services in a manner that sends more request messages to the servers operating the Services in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Intterra grants the operators of public search engines permission to use spiders to copy materials from the Services for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Intterra reserves the right to revoke these exceptions either generally or in specific cases.

(d) You agree not to collect or harvest any personally identifiable information, including account names, from the Services, nor to use the communication systems and/or the navigation systems provided by the Services for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any Users of the Services with respect to their User Submissions (see Section 5 below).

(e) Intterra may permanently or temporarily terminate, suspend, or otherwise refuse to

permit Users' access to the Services without notice and liability, if, in Intterra's sole determination, User violates any of the Terms of Use, including the following prohibited actions; (i) use the Services for any illegal purpose or to submit, transmit or facilitate the distribution of information or content that is unlawful, harmful, abusive, racially or ethnically offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, libelous, threatening, or in a reasonable person's view, objectionable; (ii) submit, transmit, promote or distribute information or content that is illegal; (iii) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (iv) take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) upload invalid data, viruses, worms, or other software agents through the Services; (vi) use any robot, spider, scraper or other automated access the Service for any purpose without our express written permission; (vii) impersonate another person or otherwise misrepresent Users' affiliation with a person or entity, conduct fraud, hide or attempt to hide Users' identity; (viii) submit, upload, post, email, transmit or otherwise make available any information or content that User does not have a right to make available under any law or under contractual or fiduciary relationships; (ix) interfere with the proper working of the Services; or, (x) bypass the measures we may use to prevent or restrict access to the Services. Upon termination for any reason, User continues to be bound by this Agreement.

(f) For individual Users, the Services and Content generated by it, including any maps, navigation information, photographic imagery and other data, is made available for your personal, non-commercial use only. For business Users, the Services and data generated by it, including maps, navigation information, photographic imagery and other data is made available for your internal use only and may not be commercially redistributed.

4. Intellectual Property Rights

The Content on the Services, the trademarks, service marks and logos contained therein ("Marks"), and the Services provided by or carried out by the systems and methods incorporated into the Services, are owned by or licensed to Intterra and are subject to copyright, trademark, patent and other intellectual property rights under United States and foreign laws and international conventions. Content on the Services is provided to you AS IS for your information and use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Intterra reserves all rights not expressly granted in and to the Services and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions (see Section 5 below) of third parties obtained through the Services for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Services or the Content therein.

5. User Submissions

(a) The Services may now or in the future permit the submission of images, sounds,

videos, images, maps, charts, overlays, data, or other communications submitted by you and other Users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, Intterra does not guarantee any confidentiality with respect to any User Submissions. Notwithstanding this provision, data that is submitted specific to Your hosted instance of the Software is considered your private data and not considered a User Submission to the Services.

(b) You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Intterra to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Services and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Services and these Terms of Use. For clarity, you shall retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to Intterra, you hereby grant Intterra a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of (which Intterra shall be the sole and exclusive owner), display, perform and otherwise exploit the User Submissions in connection with the Services and Intterra' (and its successor's) business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Services a non-exclusive license to access your User Submissions through the Services, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Services and under these Terms of Use.

(c) In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Intterra all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Intterra or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. Intterra does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Intterra expressly disclaims any and all liability in connection with User Submissions. Intterra does not permit copyright infringing activities and infringement of intellectual property rights on the Services, and Intterra will remove all Content and User Submissions if properly notified that such Content infringes on another's intellectual property rights. Intterra reserves the right to remove Content and User Submissions without prior notice. Intterra will also terminate a User's access to the Services, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had Content or a User Submission removed from the Services more

than twice. Intterra also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material. Intterra may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

(d) In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Designated Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

(iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

(v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Intterra's Designated Agent to receive notifications of claimed infringement is:

Attn: Brian Collins
CEO Intterra, Inc.
3740 Dacoro Lane, Suite 200C
Castle Rock, CO 80109
brian.collins@intterragroup.com

You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

(e) You understand that when using the Services, you may be exposed to User Submissions from a variety of sources, and that Intterra is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and

hereby do waive, any legal or equitable rights or remedies you have or may have against Intterra with respect thereto, and agree to indemnify and hold Intterra, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

(f) Intterra permits you to link to your own User Submissions, if any, hosted on the Services or User Submissions of other third parties available on the Services, for personal, non-commercial purposes only. You understand that the User Submissions, whether or not linked or embedded into other websites, are provided to you only on an as-available basis, and Intterra does not guarantee that their availability will be uninterrupted or bug free. Intterra reserves the right to discontinue any aspect to the Services at any time, including discontinuing any linked or embedded Content either generally or in specific cases.

(g) Intterra may use your information to notify you of important changes to the Software, Services, and special offers. If you do not want to receive such notices, you may use the following options to opt out of receiving future communications:

(i) Send an email message to INFO@INTTERRAGROUP.COM with the word "Remove" in the subject field; or

(ii) Send mail to the following postal address:

Attn:Remove

Intterra, Inc.

3740 Dacoro Lane, Suite 200C Castle

Rock, CO 80109

Opting out may prevent you from receiving email messages regarding the Services updates, improvements, or special offers. In the event that Intterra provides any third-party with your personal information, You will have to contact the Third Party Website directly with any opt-out request.

7. Map and Navigation Information

Any Content or other information is provided to Users through the Services is intended for analytical purposes only and not as the basis, or part of the basis for deciding how to respond to an incident, to make personnel deployment decisions or as to determine the methodologies for mitigating the damage or threats of damage from an incident or potential incident. Users may find that weather conditions, emergency situations, construction projects, traffic conditions or other events may cause road or travel conditions to differ from the graphic depictions and data shown in the Content. The transit information contained in and/or provided by the Services includes information provided by third parties, and is intended for analytical purposes only. Intterra makes no representations or warranties regarding the accuracy, completeness of Content or other information.

8. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, INTTERRA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS

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FURTHER, INTTERRA DOES NOT WARRANT RESULTS OF USE OR THAT THE SERVICES ARE BUG FREE OR THAT ITS USE WILL BE UNINTERRUPTED. INTTERRA AND ITS LICENSORS DO NOT AND CANNOT WARRANT THE RESULTS YOU MAY OBTAIN BY USING THE SERVICES. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, INTTERRA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. INTTERRA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

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9. Restrictions, Disclaimers and Liability Limitations re: Delivery of the Services.

The Software and/or the Services are subject to the following restrictions, disclaimers and liability limitations:

(a) Third Party Products, Data and Content. The Services may work in conjunction with (or rely upon) third party products, data or content that is not owned or controlled by INTTERRA ("Third Party Products"). When the Services are used (or relies upon) Third Party Products, by clicking "I ACCEPT," or by using the Services, you acknowledge that You accept both the Services and the Third Party Products at Your risk. Conflicts may develop between the Services and such Third Party Products that may inhibit the Services' performance, accuracy, functionality or operation. INTTERRA disclaims all liability that may arise from the use of (or reliance upon) the Services and/or the use of (or reliance upon) such Third Party Products. Intterra does not verify the validity or accuracy of the Services nor its Content in association with the Software or Services. Nor does Intterra verify the accuracy, performance, functionality or operation of Third Party Products or data provided to the Software or the Services from such Third Party Products. Your right to use, copy or do anything with such Third Party Products is solely at the discretion of the Third Party Provider of such Third Party Products. The use of the Software or Services and reliance upon such Third Party Products may result in erroneous data or Content being provided to You by the Services. You are hereby admonished to rely solely (if at all) on independently verifiable information that You know and trust and not to rely on the Content, the Software or the Services if you suspect any erroneous data. It is Your responsibility to decide, independent of the Software or Services, what if any actions to take (or not to take) in a given situation based on the factors that you deem relevant in a given situation based on your experience and established protocols for your industry. Intterra admonishes You that the Content generated by the Software and Services and the data upon which it is based may be inaccurate, corrupted, misleading or erroneous due to erroneous assumptions, inaccurate information, or poor choices provided by You, partner agencies and organizations that provide you data, and external sources which you authorize, or hackers.

(b) Cloud-based Service, Lack of Back-up, Incompatibility & Help-Desk Support. Your access to the Software and Services may be deployed through a software-as-a-service ("SaaS" or "Cloud") format whereby the Software and Services are hosted on third party servers including but not limited servers operated by Amazon Web Services, LLC ("Amazon") and its affiliates. Intterra makes no representations or warranties regarding the stability, compatibility, integrity or privacy of Amazon or other Cloud-based hosting services. The Services, Content, Third Party Products and other related or relied upon Cloud-based SaaS may be particularly vulnerable to hacking, software viruses, privacy breaches, denial of service attacks, acts of God, acts of war, force majeure events, system crashes, platform connectivity and Intterra disclaims any and all liability for such problems. The Services or Content may also be incompatible with Your hardware devices, operating systems, mobile apps, laptops, notebooks, desktops, mobile devices or other systems or software ("Other Systems"). Such incompatibility issues may cause the Software and Services or the Other Systems to crash or operate improperly. In addition, You are hereby admonished that Intterra does not maintain back-up hardware systems, servers, Cloud or other hosting facilities of any kind, unless specified in a separate contract or purchase order agreement. Intterra disclaims any and all responsibility and liability for any lost, stolen or corrupted data, Content or information. Intterra does not offer a 24/7 help desk, unless specified in a separate contract or

purchase order agreement. Access to a live-person help desk may be limited or unavailable during an incident or emergency. Intterra hereby disclaims any and all liability for the absence of a help desk or other support personnel.

(c) Erroneous Assumptions, Improper Use, Erroneous Inputs and Data. In addition to other disclaimers of liability herein, Content generated by (and data supplied to) the Software or the Services may be based on erroneous assumptions, improper usage or erroneous interpretation of the previous Content or data by You, partner agencies and organizations that provide you data, and external sources which you authorize ("Decision Makers"). Intterra disclaims responsibility for the actions of such Decision Makers as well as their assumptions and interpretations of the Content and other information.

(d) Utilization of Services under Dangerous Conditions. Your use of the Software or Services under certain conditions, such as walking, driving or in other conditions where Your attention may be impaired, can lead to Your injury or death or to the injury or death of third parties and You accept all risk associated with such use. Intterra disclaims all liability that might arise from Your use of the Software or Services under any circumstances where doing so might put You, Your possessions, or third parties at risk or in any kind of danger.

(e) Dangerous Environments. Intterra does not control who or how data can be supplied to the Software or the Services or who can send You a message containing information, instructions, recommendations, directions and/or maps. Only follow instructions, recommendations, directions or maps that have been received from people You trust and in accordance with the applicable protocols, chains of command and incident information management requirements. All decisions based upon the use of the Services are subject to Your verification of the data, Content and assessment of dangerous environments. All decisions or actions made by You are subject to Your professional judgment and are the sole responsibility of You and not the Software, Services, their maps, depictions, databases or Content. By clicking "I ACCEPT," or by using the Software and Services, You acknowledge and accept all risk associated with such use. Intterra disclaims all liability that might arise from Your use of the Services to give or follow directions, develop a course-of-action, develop a risk mitigation strategy, travel to a location or meet with another person.

(f) Dangerous Locations. Intterra does not provide information regarding the safety or acceptability of locations for which You have received directions or a map. Only follow directions or maps to locations You know and trust and do not follow directions or maps to locations with which you are unfamiliar or uncomfortable or inconsistent with established protocols. The relative safety of a location during an incident is dynamic and may change from safe to unsafe at any time without notice. Your use of the Software or Services to travel to an unsafe location can lead to Your loss of possessions, to Your injury or death, or to the injury or death of third parties. By clicking "I ACCEPT," or by using the Software or Services, You accept all risk associated with such use. INTTERRA disclaims all liability that might arise from Your use of the Software or Services to deploy personnel or assets to any location where doing so might put You, Your possessions, or third parties at risk or in any kind of danger.

10. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, UNDER NO

CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL INTTERRA OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON

(I) FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE OR THE SERVICES PROVIDED BY OR ON BEHALF OF INTTERRA, OR (II) FOR ANY MATTER BEYOND INTTERRA OR ITS LICENSORS' REASONABLE CONTROL. INTTERRA AND ITS LICENSORS' MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO (I) THE PURCHASE PRICE PAID BY YOU FOR THE SERVICES, OR (II) IF YOU RECEIVED THE SERVICES FREE OF CHARGE, TWENTY DOLLARS (\$20.00), EXCEPT WHERE NOT PERMITTED BY APPLICABLE LAW, IN WHICH CASE INTTERRA'S LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT PERMITTED BY SUCH APPLICABLE LAW. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF INTTERRA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL INTTERRA, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY

(I) ANY OF THE ABOVE LIMITATIONS OF LIABILITY, (II) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (III) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SOFTWARE OR SERVICES, (IV) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (V) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SOFTWARE OR SERVICES, (VI) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SOFTWARE OR SERVICES BY ANY THIRD PARTY, AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT INTTERRA SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

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11. No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in this Terms of Use, there shall be no third-party beneficiaries to this agreement.

12. Indemnity

You agree to defend, indemnify and hold harmless Intterra, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, patent, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Services.

13. Ability to Accept Terms of Use

By your use of the Services, you affirm that you are either are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the Services are not intended for children under 13. If you are under 13 years of age, then please do not use the Services. There are lots of other great Services for you. Talk to your parents about what Services are appropriate for you. Minors over the age of 13 must ask their parents or guardians for permission before using or visiting the Services or sending any personal information to anyone over the Internet.

14. Assignment

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Intterra, Inc.
3740 Dacoro Lane, Suite 200C
Castle Rock, CO 80109

16. Proprietary Rights.

Intterra and its licensors shall own and retain all rights, title and (except as expressly licensed hereunder) interest in and to the Content and Services, all associated copyrights, Marks, trade secrets and all copies or portions thereof, original works of authorship, look and feel, and any derivative works thereof (by whomever created). The Content, Services, and Software are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Notwithstanding anything else, the Software and Services are licensed and not sold. All rights in the Services and Software that are not specifically granted in this Agreement are reserved by Intterra and its licensors.

17. Term and Termination.

This Agreement is effective until terminated hereunder. You may terminate the Terms of Service at any time by terminating Your account, or failing to make requisite payments for the Services Intterra will have the right to terminate the license granted herein immediately if You fail to comply with any term or condition of this Agreement. The Terms of Use Agreement will terminate automatically upon User's breach of any terms of this Agreement. Intterra will also have the right to terminate the license granted herein immediately upon its sole discretion. Upon termination of this Agreement for any reason, You shall immediately stop using the Services and shall destroy and remove from all computers, hard drives, networks, and other storage media all Content. Sections 2 through 17 shall survive any termination of this Agreement.

18. General

These Terms of Service represents the complete agreement concerning the Services between the parties and supersedes all prior agreements and representations between them. The Terms of Service may be amended only by a writing executed by both parties. If any provision of the Terms of Service is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary to make it legal and enforceable and the Terms of Service shall otherwise remain in full force and effect and enforceable. The failure of Intterra to act with respect to a breach of the Terms of Service by User or others does not constitute a waiver and shall not limit Intterra's rights with respect to such breach or any subsequent breaches. The Terms of Service are

personal to User and may not be assigned or transferred for any reason whatsoever without Intterra's prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. Intterra expressly reserves the right to assign the Terms of Use and to delegate any of its obligations hereunder. The Terms of Use shall be governed by and construed under Colorado law (without regard to its conflicts of laws provisions) as such law applies to agreements between Colorado residents entered into and to be performed within Colorado. Any dispute arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by mediation or negotiation within 60 days shall be submitted to final and binding arbitration before the American Arbitration Association ("AAA") in accordance to the United States Federal Arbitration Act. Each party recognizes and agrees that any claim or dispute, with the exception of intellectual property disputes, must be submitted to arbitration within one year from which it could be filed. Otherwise, it is permanently barred. The arbitration proceedings will be conducted in the English language in the city of Castle Rock, Colorado. The arbitration proceedings will be conducted by one (1) arbitrator, according to the AAA's then current consumer arbitration rules. The arbitrator shall decide the dispute in accordance with the substantive law of the state of Colorado. Any judgment rendered by the arbitrator shall be confidential, provided that, if the non-prevailing party does not comply with the award within the time period permitted therein, the prevailing party may enter the award in a court of competent jurisdiction for the sole and limited purpose of confirming the terms of the arbitration award and enforcing compliance.

EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THESE TERMS OF USE ARE MATERIAL BARGAINED FOR BASIS OF THE TERMS OF USE AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THESE TERMS OF USE AND IN THE DECISION BY EACH PARTY TO ENTER INTO THESE TERMS OF USE.

Questions concerning these Terms of Use should be sent to the address set forth below. Any notices or correspondences will only be effective if sent to such address.

Intterra, Inc.
3740 Dacoro Lane, Suite 200C
Castle Rock, CO 80109

10 January 2017