

User Agreement

User Agreement

Thank you for taking the time to review this Terms of Use Agreement ("Agreement"). Jive Software ("We," "Us," or "Our") is pleased to provide the Clearstep Community to all individuals age 13 and over, subject to these terms, at the following Internet site - www.jivesoftware.com/clearstep ("Community"). You do not need to be a Jive Software customer to register for or participate in the Community.

This Agreement is a legal contract between you and Jive Software. By registering for or using the Community or any of its related services, you agree that you have read and understand these terms and Our Rules of the Road and you agree to be bound by them. If you do not agree to these terms, do not use or otherwise access the Community.

We reserve the right, in our sole discretion, to modify this Agreement at any time. Modified terms are effective as soon as they are posted. We also reserve the right to waive or modify any of these terms as they apply to a specific posting or member without affecting the application of these terms to all other postings and members. Your continued use of the Community, or any materials or services accessible through it, after modified terms are posted means you accept the modifications.

To the extent there is a conflict between Jive Software's Online Privacy Practices Policy and this Agreement, this Agreement's terms will govern.

Registration

To register as a Community user, you will need to create a screen name to identify yourself to others. You must be legally competent to enter into contracts. You may not have a screen name that is vulgar, attempts to impersonate another person or violates the rights of others, including the intellectual property rights of any person or entity. We also may reject any screen name that we determine in our discretion is unacceptable for use on the Community.

The information you provide during registration must be accurate and complete, and you agree not to register under the name of another person or otherwise impersonate any other person, including any Community user, moderator, public figure, or Jive Software employee. If, after investigation, Jive Software has reasonable grounds to suspect that your information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account and prohibit future use of the Community.

We explicitly disclaim liability for any and all losses and damages arising from your failure to comply with this section.

Personal Responsibility

You are solely responsible for your use of the Community. You are responsible for all activities under your screen name, including the use of your screen name by others. You are responsible for keeping your password confidential. You may use the Community for lawful purposes only.

We take no responsibility and have no liability for any content you or any other user may post. User-posted content does not represent the advice, views, opinions, or beliefs of Jive Software, and we make no claim of accuracy of any user-posted material.

The Community may contain or reference links to non-Jive Software websites ("third party websites"). By accessing the Community or following links to third-party websites, you may be exposed to content that you consider offensive or inappropriate. Jive Software is not responsible for the content of any third-party website or any link contained in a third-party website. The inclusion of a link within the Community does not imply any endorsement by or any affiliation with Us. Access to any third-party website is at your own risk, and you should be aware that third-party websites may contain terms and privacy policies that are different from the Community. We are not responsible for such provisions and expressly disclaim any liability for them.

In connection with your use of the Community, you may be made aware of services, products, articles, offers, and promotions provided by third parties, and not by Us. If

you decide to use these third-party services, you are responsible for reviewing and understanding the terms and conditions governing those services. You agree that the third party, and not Jive Software, is responsible for performance of the services.

You are bound by our Rules of the Road, please review them carefully and periodically. The Community relies upon its users to identify and report content or conduct that is in contravention of the Rules of the Road. Therefore, it is each member's responsibility to report objectionable content by utilizing the "Report as inappropriate" functionality available throughout the Community.

Monitoring and Moderation

Jive Software has designated Community Moderators. Community Moderators do not pre-screen postings or monitor on a "real time" basis. Community Moderators have the right, but not the obligation, to edit or remove content and postings at their discretion, either because there has been a violation of this Agreement or the Rules of the Road, or for any other purpose. Community Moderators are the only authorized representatives of Jive Software in the Community.

The Community Moderators may or may not investigate any complaint that is brought to their attention, and may or may not take appropriate action, including, but not limited to issuing warnings, removing the content, or suspending or terminating the user name. Because situations and interpretations vary, it is possible that no action will be taken whatsoever. The failure to act with respect to a violation by you or others does not waive the ability to act differently with respect to subsequent or similar violations.

Warnings, Suspensions, and Terminations

Community Moderators may communicate with you personally concerning your participation in the Community or related matters. Those communications are not intended to be made public, and you agree not to post or otherwise disseminate those communications within the Community or elsewhere, on the Internet or otherwise.

You agree that your membership in and access to the Community may be immediately suspended or terminated without explanation or prior notice. Without limiting the foregoing, the following will lead to a termination of a user's membership in and access to the Community: 1) breaches or violations of this Agreement, Our Rules of the Road, or other

incorporated agreements or guidelines, 2) requests by law enforcement or other government agencies, 3) a request by you (self-initiated account deletions), 4) unexpected technical issues or problems, and 5) extended periods of inactivity. Termination of your Community membership includes removal of access to all offerings within the Community and may also bar you from further use of the Community. Furthermore, you agree that neither Jive Software nor the Community Moderators shall be liable to you or any third-party for any termination of your membership in or access to the Community.

Rights to Content

For any content that you submit, including, but not limited to, data, text, messages, files, documents, images, photographs, videos, audiovisual works, musical compositions, sound recordings, postings, your and/or other persons' names, likenesses, voices, screen names, profiles, actions, appearances, performances and/or other biographical information or material, and any other materials, you grant Jive Software a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such content and/or incorporate such content into any form, medium or technology throughout the world, on an unrestricted basis for any purpose, without the requirement of any permission from or compensation to you.

None of the content that you submit shall be subject to any obligation of confidence on the part of Jive Software, its agents, subsidiaries, affiliates, partners, or third party service providers and their respective directors, officers, and employees. All content that you submit may be used at Jive Software's sole discretion. We shall not be liable for any use or disclosure of any content. Without limiting the foregoing, you hereby grant Us, without the requirement of any permission from or payment to you or to any other person or entity, a perpetual, irrevocable, transferable, fully-paid, royalty-free, non-exclusive, and sub-licensable worldwide license to use, re-use, reproduce, print, transmit, publish, exhibit, display, distribute, re-distribute, copy, host, cache, archive, store, index, categorize, stream, comment on, edit, alter, modify, adapt, translate, create derivative works based upon such content, in whole or in part all without further notice to you and with or without attribution.

Privacy and Security

Any content that you place on the Community is posted at your own risk, and can be obtained and used by others. Do not reveal information that you do not want to make public. Jive Software disclaims any responsibility or liability arising from your disclosure of such personal information, or any other information, in any profile or posting.

Jive Software reserves the right to instruct the Community Moderators to remove any postings in the Community containing phone numbers, street addresses, or otherwise personally identifying information as it cannot verify such information or confirm the desire of said information to be posted by the individual to which this information pertains.

By submitting your email address to register, you agree that Jive Software, its third party service providers, and the Community Moderators may use your email address to contact you about your profile or any content you post on the Community, and for other administrative purposes related to the Community.

Indemnification

You hereby agree to indemnify, defend, and hold Jive Software, the Community Moderators, and all respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including, without limitation, settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of this Agreement or the Rules of the Road or claims arising from your content or conduct. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Disclaimer of Warranties

THE CONTENT ON THE COMMUNITY (INCLUDING, WITHOUT LIMITATION, POSTINGS, THIRD PARTY CONTENT, AND ANY JIVE SOFTWARE CONTENT) IS PROVIDED "AS IS" AND CARRIES NO WARRANTIES. JIVE SOFTWARE DOES NOT WARRANT OR GUARANTEE THE ACCURACY, RELIABILITY, COMPLETENESS, USEFULNESS, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR QUALITY OF ANY CONTENT ON THE COMMUNITY, REGARDLESS OF WHO ORIGINATES THAT CONTENT. JIVE SOFTWARE DOES NOT WARRANT THAT THE COMMUNITY IS SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, OR OTHER LIMITATIONS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON THAT CONTENT. JIVE SOFTWARE IS NOT LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY CONTENT POSTED ON OR LINKED FROM THE COMMUNITY, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS

OR OMISSIONS IN CONTENT, OR FOR ANY LOSSES OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF OR RELIANCE ON ANY CONTENT.

Limitation of Liability

MOST OF THE CONTENT (INCLUDING, WITHOUT LIMITATION, THE POSTINGS AND THIRD PARTY CONTENT) POSTED TO THE COMMUNITY IS PROVIDED BY REGISTERED THIRD PARTIES NOT AFFILIATED WITH JIVE SOFTWARE. SUCH THIRD-PARTY CONTENT IS THE SOLE RESPONSIBILITY OF THE PERSON ORIGINATING THAT CONTENT. YOU AGREE THAT JIVE SOFTWARE DOES NOT CONTROL, AND IS NOT RESPONSIBLE IN ANY WAY FOR THIS THIRD-PARTY CONTENT. ADDITIONALLY, YOU AGREE THAT JIVE SOFTWARE IS NOT LIABLE FOR, AND YOU SHALL INDEMNIFY AND HOLD JIVE SOFTWARE, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, MODERATORS, AND EMPLOYEES HARMLESS FROM ANY CLAIM, INCLUDING REASONABLE ATTORNEY'S FEES, MADE BY ANY THIRD PARTY RELATING TO OR ARISING OUT OF CONTENT YOU SUBMIT, POST, TRANSMIT, OR MAKE AVAILABLE THROUGH THE COMMUNITY, YOUR USE OF THE COMMUNITY, YOUR VIOLATION OF THIS AGREEMENT OR THE RULES OF THE ROAD OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JIVE SOFTWARE AND ITS REPRESENTATIVES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY, OR THEFT OF DATA, LOSS OF PROFITS OR INVESTMENT, ACCOUNTING POSITIONS TAKEN BY YOU, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF JIVE SOFTWARE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN JIVE SOFTWARE AND YOU. THESE LIMITATIONS MAKE IT POSSIBLE FOR JIVE SOFTWARE TO PROVIDE THE COMMUNITY TO YOU.

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RULES OF THE ROAD

The Jive Software Clearstep Community is open to all points of view on the intended business-related topics, and we are committed to maintaining a comfortable environment for all visitors. Please interact with other users respectfully, as you would in any public or professional arena. If you disagree with the statements of another user, it is acceptable to engage in polite, mature debate. Name-calling, personal attacks, harassment, and other aggressive postings or behavior are not allowed.

All terms in this document are consistent with the terms as defined in the User Agreement.

The following content and conduct are not allowed in the Community, and are cause for screen name suspension or termination without explanation or prior notice. Your posts or other communications that include the following content or reflect prohibited conduct, as described below, may be subject to removal. By participating in the Community, you understand and agree not to engage in, encourage, or otherwise support any of the following:

Illegal or fraudulent activity or any harm to the Community or its users* You agree not to engage in, promote, or advocate any illegal activity or fraudulent schemes of any kind - including, but not limited to, money laundering, tax evasion, securities fraud, and pyramid or multi-level marketing schemes - through your postings or other use of the Community. You also agree not to post links to other websites that engage in such activities.

- Do not submit content that you know is false, inaccurate, libelous, or otherwise misleading in any way, and do not mislead Us or others regarding the origin of posted content.
- Do not submit content that contains any computer viruses, worms, or other potentially damaging computer programs or files
- You must not intentionally impersonate or misrepresent your business or qualifications.
- Do not post or transmit material you do not have the right to post or transmit under law (such as copyright, trade secret or securities) or due to your personal contractual or fiduciary relationships.

- Do not post material that violates any applicable law or regulation, including, without limitation, the rules and regulations of the U.S. Securities and Exchange Commission and the national or other securities exchanges, (especially and including the rule against making false or misleading statements to manipulate the price of any security).
- You may not use the Community in any manner that could damage, disable, overburden, or impair Our servers or networks, or interfere with any other user's use and enjoyment of the Community.
- You may not attempt to gain unauthorized access to any services, screen names, computer systems or networks, through hacking, password mining or any other means. We may take any legal and technical remedies necessary to prevent the violation of this provision.

Profane, obscene, inappropriate, disruptive, and unrelated content* Indecent, profane, sexually explicit, obscene, or pornographic material of any kind - including masked profanity where symbols, initials, intentional misspellings, or other characters are used to suggest profane language - is strictly prohibited.

- Threats, personal attacks, abusive, defamatory, derogatory, or inflammatory language, or stalking or harassment of any individual, entity or organization is strictly prohibited.
- Discriminatory or hateful speech of any kind regarding age, gender, race, religion, nationality, sexual orientation, or disability is strictly prohibited.
- You agree not to engage in any spamming or excessive posting, or submit content that is disruptive, off-topic, deliberately intended to have a negative impact on the Community or its users, or otherwise interfere with the ability of others to enjoy or comfortably use the Community.

Common Courtesy, Complaints and Etiquette

- Do not post any personal or identifying information about another person, including addresses, email addresses, contact information, or phone numbers, and use care in posting your personal or identifying information.
- Maintain courtesy and follow good posting etiquette. Posting with ALL CAPS, HTML tags, or excessive typographic symbols may result in your post being removed.
- The Community should not be used to report a Jive Software customer service issue. To get help with an issue, please visit our support community. Any posts complaining about an individual Jive Software customer service issue are subject to removal.

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- Do not engage in disruptive, antisocial or destructive acts, including "flaming," "flooding," "spamming," "griefing" and "trolling," as those terms are commonly understood.

Solicitations and promotions and other commercial use

- You agree not to post, or otherwise make available in the Community, any content or third-party website, with the intent of harming the flow of information and/or participation in the Jive Software Clearstep Community that is competitive with or which otherwise benefits competitors of Jive Software, including but not limited to promoting competing sites that provide message boards, forums, chats, blogs, etc.
- Posting unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or pyramid or multi-level marketing schemes, or using automated means, including spiders, robots, crawlers, data-mining tools, or other means to download data from the Community is strictly prohibited.
- You agree to not obtain email address of community members with the intent to contact members of this community directly to promote your business or services without express consent and approval of the members you are contacting.

Copyright and intellectual property violations

- Infringement on any party's copyright, patent, trademark, trade secret, intellectual property or other proprietary rights, or right of publicity or privacy is strictly prohibited and is the sole responsibility of the user.
- By submitting any content to the Community, you warrant and represent that you are the copyright owner of the content or that the copyright owner of the content has granted you permission to use such content consistent with the manner and purpose of your use.
- Using the Community to distribute unauthorized copies of copyrighted material, including photos, artwork, text, recordings, designs, computer programs, or derivative works of such programs is strictly prohibited and subject to removal.