

## **Jive Software Web Site Terms of Use**

*(last updated May 20, 2009)*

Welcome to the Jive Software web site (the "Site"). Among other things, this Site is intended to (a) provide you with information about Jive and our products and services, (b) allow access to license downloads, support, white papers, marketing materials and other content, (c) permit you to post and upload certain designated types of content and interact with us and others, and (d) provide you the opportunity to contact us directly. While we want you to enjoy the experience of visiting our Site, we also want you to understand the terms to which you agree when visiting the Site. References to "we" or "us" or "Jive" herein refer to Jive Software, Inc. and our affiliates, subsidiaries, service providers and designees as deemed appropriate by us. For purposes of these Terms of Use, "Site" does not include any virtual community that we may host on your behalf. To the extent that you or your organization acquires Jive products or services under a separate agreement (e.g. master license agreement, clickwrap, etc.), your use of such products and services will be governed by such other agreement and not these Terms of Use. Rather, these Terms of Use apply to your access and use of the Site only.

### **Compliance with Terms and Eligibility**

By accessing this Site, you are agreeing to these Terms of Use, our Privacy Policy and Acceptable Use Policy (each found at [www.jivesoftware.com/legal](http://www.jivesoftware.com/legal)) as well as other legal notices, terms and policies on this Site (together referred to as "Terms"), all of which are expressly incorporated herein by this reference.

You agree to use the Site only in accordance with the Terms, whether you are a "Visitor" (which means that you simply browse the Site) or you are a "Registrant" (which means you have registered with us on the Site). The term "User" means a "Visitor" or a "Registrant". Please read and save all of the Terms. If you do not agree with the Terms, do not use this Site or any of its features. If you register to become a Registrant you will be required to indicate your acceptance to these Terms during the registration process.

Use of the Site and its features and registration to be a Registrant ("Registration") is void where prohibited. If you are under 18, you may use the Site only with involvement of a parent or guardian.

### **Amendment**

We may amend or terminate any Terms at any time and such amendment or termination will be effective at the time we post the revised Terms on the Site. The date of the most recent update of these Terms of Use will be as set forth above. Each time you use the Site you should visit and review the then current Terms that apply to your transactions and use of this Site. Your continued use of the Site after we have posted revised Terms signifies your acceptance of such revised Terms. If you are dissatisfied with the Site, its content or any Terms (including as modified), you agree that your sole and exclusive remedy is to discontinue using the Site. The Terms are the entire agreement between you and Jive with respect to your use of the Site; provided that additional terms and conditions will apply with respect to your download and use of Jive products and services (e.g. license agreement).

## **Registration Information**

By becoming a Registrant you represent and warrant that (a) all registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. Our collection and use of any information you provide to us in connection with your Registration is subject to the Terms including, without limitation, our Privacy Policy located at [www.jivesoftware.com/legal](http://www.jivesoftware.com/legal).

## **Term**

The Terms, as we may revise them from time to time, shall remain in full force and effect while you use the Site or are a Registrant. You may terminate your Registration at any time, for any reason, by contacting Jive and notifying us of your desire to terminate the Registration. We may terminate your Registration at any time, for any or no reason, with or without prior notice or explanation, and without liability. Even after Registration is terminated, the Terms will remain in effect and you will remain bound by them except that your right to use the Site as a Registrant will terminate.

## **Passwords**

When you register to become a Registrant, you will be asked to choose a user name and password. You are solely responsible for maintaining the confidentiality of this information. You are not permitted to allow anyone else to use your user name and password to log into the Site. You must notify us immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account so please be vigilant in protecting its confidentiality.

## **Your Use of the Site**

Users have a non-transferable, non-exclusive license to access this Site, to view information contained at this Site, and to interact with the Site. You agree not to use the Site for any unlawful purpose. Additionally, you will not in any way access, use, or copy any portion of the Site or its features to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with Jive's products and services or to disparage Jive or its products or services. You agree not to rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market, or transfer the Site or any portion thereof or use it in any manner not expressly authorized by the Terms. You agree not to copy, reverse engineer, translate, port, modify or make derivative works of any portion of the Site. Tampering with the Site, misrepresenting the identity or age of a user, using buying agents or conducting fraudulent activities on the Site are prohibited.

## **User Content**

### *Generally*

We may, but are not obligated to, allow you to upload content for display on the Site. This may be in the form of responses to blog posts, participation in support forums or other discussion threads and other through other means. If we allow this feature, please choose carefully the information you post on the Site, provide to other Users and/or otherwise make available to us and through the Site. Your content may not include any form of Prohibited Content, as outlined

below. Despite this prohibition, information, materials, products or services provided by other Users (for instance, in their profile or displayed on the Site in areas in which users can post content) may, in whole or in part, be unauthorized, impermissible or otherwise violate the Terms, and we assume no responsibility or liability for this material. As we state in more detail below, your use of the Site and its content is at your own risk. If you become aware of misuse of the Site or its features by any person, please click on the “Contact Us” link on the Site pages and follow the directions as to how to contact us.

We reserve the right, in our sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to deny, restrict, suspend, or terminate your access to all or any part of the Site at any time, for any or no reason, with or without prior notice or explanation, and without liability. We expressly reserve the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Site if we determine, in our sole discretion, that you have violated the Terms, pose a threat to us, our suppliers and/or our Users or for any other purpose we determine in our sole discretion.

### *Proprietary Rights*

Jive does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, “Content”) that you post on the Site (if applicable). After posting your Content to the Site, you continue to retain any such rights that you may have in your Content, subject to the license herein.

By displaying, publishing or uploading Content on the Site, or otherwise submitting Content to us (collectively, “posting”), you hereby grant to Jive and its affiliates a irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to use, modify, delete from, add to, create derivative works of, publicly perform, publicly display, reproduce and distribute (and to sublicense the foregoing rights through multiple tiers of licensees) such Content on or through the Site for any reason and in connection with advertising and promoting the Site (including, for example, through screen shots and blogs) and/or our products in any media formats and through any media channels now existing or developed in the future. From time to time, we may remove Content from the Site, permanently or temporarily, provided that even if we do remove such Content from the Site, we shall have no obligation to cease our other uses of the Content as permitted above.

You represent and warrant that: (i) you own the Content posted by you on or through the Site or otherwise have the right to grant the licenses set forth above, and (ii) the posting of your Content on or through the Site does not violate the privacy rights, publicity rights, contract rights, intellectual property or any other rights of any person or entity. In furtherance of the foregoing, you agree that you will not post Content that violates or is not in compliance with our Acceptable Use Policy located at [www.jivesoftware.com/legal](http://www.jivesoftware.com/legal). You agree to be fully responsible for and to pay any and all royalties, fees, and any other monies owing any person or entity by reason of any Content posted by you.

The Site may contain Content provided by Jive (including third party content posted or displayed by Jive and not by a User), including, without limitation, text, images and logos (“Jive Content”).

Jive Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and Jive, Jive owns and retains all rights in the Jive Content and the features and functionality of the Site. Jive hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the Jive Content (excluding any software code) solely for your personal use in connection with viewing the Site. Except as provided within the Terms, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the Site. Your rights with respect to any Jive Content included in a Jive product or service covered by a separate license agreement will be as set forth in such agreement.

#### *Content Posted.*

Jive may reject, refuse to post or delete any Content for any or no reason, including, without limitation, Content that in the sole judgment of Jive violates the Terms, including our Privacy Policy and/or our Acceptable Use Policy. We assume no responsibility for monitoring the Site for inappropriate Content or conduct. If at any time Jive chooses, in its sole discretion, to monitor the Site, we nonetheless assume no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.

You are solely responsible for your use of the Site, the Content that you post on or through the Site, and any material or information that you transmit to other Users and for your interactions with other Users.

#### **Protection of Intellectual Property Rights.**

Jive respects the intellectual property of others, and requires that our Users do the same. Without limiting the terms of our Acceptable Use Policy [[link](#)], you may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. We reserve the right to terminate the Registration of anyone we suspect to be an infringer.

If you believe that your intellectual property has been copied and/or provided to us in a way that constitutes copyright infringement, please provide our designated agent with the information specified below, in writing. Please do not use this procedure for any other purpose. Please include the following information:

- \* An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- \* A description of the copyrighted work that you claim has been infringed and a description of where such work is located on the Site;
- \* Your name, address, telephone number, and e-mail address;
- \* A statement by you that you have a good-faith belief that the disputed use is not

authorized by the copyright owner, its agent, or the law; and

\* A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our designated agent for notice of claims of copyright infringement can be reached as follows:

Ryan Burghard  
Copyright Agent / Sales Operations Manager  
Jive Software, Inc.  
915 SW Stark St.  
Suite 400  
Portland, OR 97205  
Phone: 503-295-3700  
e-mail: [copyright@jivesoftware.com](mailto:copyright@jivesoftware.com)

#### **Disclaimers.**

Jive is not responsible for and makes no warranties, express or implied, as to any content on the Site, including, without limitation with respect to the accuracy and reliability of the Jive Content, User Content or other Content posted on or through the Site, whether caused by us, by Users, by any of the equipment or programming associated with or utilized by the Site, or otherwise. The User Content does not necessarily reflect the opinions or policies of Jive. Profiles and third party applications created and posted by Registrants on the Site may contain links to other websites. Jive is not responsible for the content, accuracy or opinions expressed on such websites, and such websites are not necessarily investigated, monitored or checked for accuracy or completeness by Jive. Inclusion of any linked website on the Site does not imply approval or endorsement of the linked website by Jive. When you access these third party sites, you do so at your own risk. Jive takes no responsibility for third party advertisements or third party applications that are posted on or through the Site, nor does it take any responsibility for the goods or services provided by its advertisers. Jive is not responsible for the conduct, whether online or offline, of any User of the Site including, without limitation, any Content posted by any User. Jive assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Registrant communication. Jive is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any portion of the Site or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Site. Under no circumstances shall Jive be responsible for any loss or damage, including personal injury or death, resulting from use of the Site, attendance at a Jive event, from any User Content posted on or through the Site, or from the conduct of any Users, whether online or offline. Additionally, Jive shall have no liability for any viruses or anything beyond our control. We are not responsible for any damage to your computer, software, modem, telephone or other property resulting from your use of the Site. We will not be liable to you if you are unable to access

Content or other materials through the Site.

Some states do not allow the exclusion or limitation of certain warranties and/or liabilities, so certain of the above limitations or exclusions may not apply to you.

THE JIVE SITE IS PROVIDED “AS-IS” AND AS AVAILABLE AND JIVE HEREBY DISCLAIMS OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. JIVE CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE.

### **Limitations of Our Liability**

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGE, CLAIM OR LOSS INCURRED BY YOU, INCLUDING WITHOUT LIMITATION COMPENSATORY, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, IRRESPECTIVE OF WHETHER WE HAVE BEEN INFORMED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, DEFAMATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS, AS WELL AS THIRD-PARTY CLAIMS. IF THE WARRANTY EXCLUSIONS OR LIMITATIONS OF LIABILITY SET FORTH IN THIS USE AGREEMENT ARE FOR ANY REASON HELD UNENFORCEABLE OR INAPPLICABLE, YOU AGREE THAT OUR AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

### **Our Service Providers**

We may use one or more third party service providers to design and/or operate parts of the Site. In such cases, each such service provider is also included in the terms “we” and “us” for purposes of the Terms.

### **Indemnification**

You agree to indemnify and hold Jive, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, cost, expense, claim, or demand, including without limitation, reasonable attorneys’ fees, due or relating to or arising out of your use of the Site in violation of the Terms and/or arising from a breach of the Terms and/or any breach of your representations and warranties set forth in the Terms and/or arising out of or relating to any Content that you post.

### **Miscellaneous**

The Terms will be construed, and their performance enforced, under the laws of Oregon without reference to choice of law principles. Any dispute relating to the Terms or the Site may be litigated only in a court having jurisdiction and venue in Multnomah County Oregon for state court causes of action and in the District of Oregon for federal court causes of action. The United

Nations Convention on Contracts for the International Sale of Goods does not apply to the Terms. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. We may assign the Terms, in whole or in part, to a related entity or to a third party.

EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THE TERMS.

The Terms are accepted upon your use of the Site or any of its features and is further affirmed upon you becoming a Registrant (if applicable). The Terms constitute the entire agreement between you and Jive regarding the use of Site and its Content, services and features. The failure of Jive to exercise or enforce any right or provision of the Terms shall not operate as a waiver of such right or provision. The section titles in the Terms are for convenience only and have no legal or contractual effect. The Terms operate to the fullest extent permissible by law. If any provision of the Terms is unlawful, void or unenforceable, that provision is deemed severable from the Terms and does not affect the validity and enforceability of any remaining provisions. All waivers and amendments must be in a writing signed by both you and Jive.