

TERMS OF USE

The following are terms of a legal agreement ("Agreement") between you and ConfluCore, llp. ("ConfluCore"). By accessing, browsing and/or using this web site ("Site") you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. This Site may contain other proprietary notices and copyright information, the terms of which must be observed and followed. Information on this Site may contain technical inaccuracies or typographical errors. Please read this Agreement carefully and be aware that ConfluCore may, in its sole discretion and without notice, revise these terms at any time by updating this posting.

HYPERLINKING

ConfluCore makes no representations whatsoever about any other web site which you may access through this one. When you access a non-ConfluCore web site, please understand that it is independent from ConfluCore, and that ConfluCore has no control over the content on that web site, even if ConfluCore provides information or services to the owner of that web site. In addition, a link to a non-ConfluCore web site does not mean that ConfluCore endorses or accepts any responsibility for the content or the use of such web site. In fact, ConfluCore disclaims any and all liability and responsibility for such content. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

COPYRIGHTS AND USE OF SITE CONTENT

The copyright in all materials provided on this Site is held by ConfluCore or by the original creator of the material. Except as stated herein, none of the materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of ConfluCore or the copyright owner. Permission is granted to download one copy of the materials on this Site on a single computer for your personal or internal business use only provided that you do not modify the materials and that you retain all of ConfluCore's copyright and other proprietary notices contained in the materials. This permission terminates immediately if you breach this Agreement. You may not "mirror" any material contained on this Site without ConfluCore's express written permission. Any unauthorized use of the materials contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity and/or communications regulations and statutes. All content and functionality on this Site, including text, graphics, logos, icons, and images and the selection and arrangement thereof, are the exclusive property of ConfluCore or its licensors and is protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

TRADEMARKS

The trademarks, service marks, and logos (the "Trademarks") used and displayed on this Site are registered and unregistered Trademarks of ConfluCore. Other trademarks, service marks and trade names may be owned by others. Nothing on this Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark or any other ConfluCore intellectual property displayed on this Site. ConfluCore aggressively enforces its intellectual property rights to the fullest extent of the law. The name ConfluCore and any other Trademarks shall not be used in any way, including in advertising or publicity pertaining to distribution of materials on this Site, without prior written permission from ConfluCore. ConfluCore also prohibits use of ConfluCore and any other Trademarks as part of a link to or from any site unless establishment of such a link is approved in advance by ConfluCore in writing.

USER POSTINGS

You acknowledge and agree that ConfluCore shall own and have the unrestricted right to use, publish, in electronic form and otherwise, distribute and exploit any and all information that you post or otherwise publish on this Site ("Submissions"). You hereby waive any and all claims against ConfluCore for any alleged or actual infringements of any rights of privacy or publicity, moral rights, rights of attribution or any other intellectual property rights in connection with ConfluCore's use and publication of such Submissions. This means that anything submitted by you to this Site will be owned by ConfluCore and may be used by ConfluCore for any purpose, now or in the future, without any payment to, or further authorization by, you. In the event ConfluCore's ownership of such Submissions is successfully contested, you automatically grant ConfluCore a perpetual, royalty-free, non-exclusive, sub-licensable, unrestricted, worldwide and irrevocable right and license to use, reproduce, modify, publish, translate, prepare derivative works based upon, distribute, perform or display such Submissions, in whole or in part, in any form, media or technology known or hereafter developed for any purpose, including, but not limited to, advertising and promotional purposes. ConfluCore does not represent or endorse the accuracy or reliability of any Submissions displayed, uploaded, posted on any message board, or otherwise distributed through this Site by any user of this Site, information provider or any other third party. ConfluCore expressly disclaims any and all liability related to Submissions, and you acknowledge that any reliance upon such Submissions shall be at your sole option, liability and risk. You covenant that you shall not post or otherwise publish on the Site any materials that:

- (i) are threatening, libelous, defamatory, or obscene;
- (ii) would constitute, or that encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate law;
- (iii) infringe the intellectual property, privacy, or other rights of any third parties;
- (iv) contain a computer virus or other destructive element;
- (v) contain advertising; or

(vi) constitute or contain false or misleading statements.

ConfluCore in its sole discretion reserves the right to refuse to post and the right to remove any information or Submission from this Site, in whole or in part, for any reason.

NO SERVICES, ENDORSEMENT OR PROFESSIONAL CONSULTATION

There may be delays, omissions or inaccuracies in information obtained through your use of this Site. The information on the site is provided to you with the understanding that ConfluCore's provision of this information to you does not constitute the rendering of investment, consulting, legal, accounting, tax, career or other advice or services. Information on this Site should not be used as a substitute for consultation with professional advisors. Moreover, ConfluCore does not endorse the accuracy of any advice, opinion, statement, or other information displayed, uploaded, downloaded or distributed through this Site by ConfluCore, any user, information provider or any other person or entity. You acknowledge that any reliance upon such opinion, advice, statement, memorandum, or information shall be at your sole option, liability and risk. Moreover, ConfluCore does not grant any license or other authorization to you to use this Site in any manner if such use in whole or in part suggests that ConfluCore promotes or endorses a third party's causes, ideas, political campaigns, political views, web sites, products or services.

ACCESS TO THIS SITE

ConfluCore may alter, suspend or discontinue this Site and your access to use this Site at any time for any reason without notice or liability to you or any third party. This Site may become unavailable due to maintenance or malfunction of computer equipment or the Internet or for other reasons and may result in damages to the user's systems or operations. The user shall be solely responsible for ensuring that any information or content obtained from this Site does not contain any virus or other computer software code or subroutine designed to disable, erase, impair or otherwise damage the user's systems, software or data.

DISCLAIMER OF WARRANTIES

THE SITE AND ALL MATERIALS THEREON ARE DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CONFLUCORE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, CONFLUCORE DOES NOT WARRANT THAT: (1) THE INFORMATION ON THIS SITE IS CORRECT, ACCURATE OR RELIABLE; (2) THE FUNCTIONS CONTAINED ON THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (3) DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

© 2014-2017 ConfluCore, llp.

600 East John Carpenter Freeway, Suite 370, Irving, TX 75062, U.S.A.

Telephone: +1 972.600.8249. *All rights reserved.*

YOU HEREBY ACKNOWLEDGE THAT USE OF THE SITE IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL CONFLUCORE OR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE OR THE INFORMATION CONTAINED ON THIS SITE OR OBTAINED FROM YOUR USE OF THIS SITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE SITE, EVEN IF CONFLUCORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONFLUCORE'S OR ANY OF ITS PREDECESSORS', SUCCESSORS', PARENTS', SUBSIDIARIES', AFFILIATES', OFFICERS', DIRECTORS', SHAREHOLDERS', INVESTORS', EMPLOYEES', AGENTS', REPRESENTATIVES' AND ATTORNEYS' AND THEIR RESPECTIVE HEIRS', SUCCESSORS' AND ASSIGNS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED \$1. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN WHICH CASE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS.

INDEMNIFICATION

You hereby indemnify, defend, and hold harmless ConfluCore and all of its predecessors, successors, parents, subsidiaries, affiliates, officers, directors, shareholders, investors, employees, agents, representatives and attorneys and their respective heirs, successors and assigns (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of or relating to any breach by you of this Agreement or the representations, warranties, and covenants you have made by agreeing to the terms of this Agreement. You shall cooperate as fully as reasonably required in the defense of any such claim. ConfluCore reserves the right, at its own expense, to

assume the exclusive defense and control of any matter subject to indemnification by you.

ENFORCEMENT OF TERMS AND CONDITIONS

This Agreement is governed and interpreted pursuant to the laws of the State of Texas, United States of America, notwithstanding any principles of conflicts of law. You expressly agree that exclusive jurisdiction resides in the courts of the State of Texas. You further agree and expressly consent to the exercise of personal jurisdiction in the State of Texas in connection with any dispute or claim involving ConfluCore. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

INFRINGEMENT NOTICES AND TAKEDOWN

ConfluCore prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that any material contained on this Site infringes your copyright or other intellectual property rights, you should notify ConfluCore of your copyright infringement claim in accordance with the following procedure. ConfluCore will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act ("DMCA"). The DMCA requires that notifications of claimed copyright infringement should be sent to this Site's Designated Agent who is:

Mr. C. Russell Riddle, Counsel of ConfluCore
517 Angle Ridge Drive, Murphy, TX 75094.
russ@anomalyatlaw.com Telephone: +1 214.663.4791

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

1. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. 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;
3. 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;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

5. A statement that the complaining party has 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;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and ConfluCore with respect to the subject matter of this Agreement and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding that subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by ConfluCore, llp.

ANTI-FORCED LABOUR STATEMENT

Privacy Policy

This Privacy Policy pertains to the website(s) hosted in the United States of America by ConfluCore, llp. ("ConfluCore"), a company headquartered in Dallas, Texas, USA. This includes www.confluore.com and additional ConfluCore, llp. produced and managed websites (together, the "Site").

The ConfluCore Extranet accessible from this Site is governed by a separate policy contained in our agreements with our clients that are provided access to the Extranet, and not by this Privacy Policy.

ConfluCore takes user privacy very seriously because we know that your privacy on the web is important to you. ConfluCore has implemented generally accepted standards of technology and operational security in order to protect your personally identifiable information from loss, misuse, alteration, or destruction. Despite these precautions, however, ConfluCore cannot guarantee that unauthorized persons will not obtain access to your personally identifiable information. ConfluCore reserves the right, at its sole discretion, to alter and update this Privacy Policy from time to time; therefore, we urge visitors to our Site to review the current version of the Privacy Policy each time they return to our Site. The date of the more recent update is reflected at the bottom of this document.

When you request information from ConfluCore and/or supply information through the Site that personally identifies you and/or allows us to contact you including any and all materials submitted by you in connection with applying to ConfluCore for employment, including but not limited to, when you fill out a subscription form or consulting expertise inquiry, opt in to receive emails from ConfluCore, or agree to participate in surveys, you are agreeing to share such information, including your name, e-mail address, title, occupation, company or university affiliation, industry,

region, relationship to ConfluCore, reason for contacting ConfluCore, and any message you submit, with ConfluCore, its agents, representatives and affiliates, and you should know that ConfluCore may disclose such information to its agents, representatives and affiliates for marketing and promotional purposes. ConfluCore may aggregate personally identifiable information and may disclose such information in aggregate for marketing and promotional purposes. However, in these situations, we do not disclose to these entities any information that could be used to personally identify you. We collect the e-mail addresses of those who send us e-mail messages; however, we will not send unsolicited e-mail to any of the addresses we collect or share those addresses with any unaffiliated third party, except in the limited circumstances set forth below. We may disclose personal information if required to do so by law or in the good faith belief that such action is necessary to:

- (1) comply with law or comply with legal process served upon us or our agents, representatives and affiliates,
- (2) protect and defend our rights or property or those of our users, or
- (3) protect the personal safety of our users or the public.

If you elect to submit an employment application to us online through our Site, all of the information you submit becomes the property of ConfluCore and may be used for any and all purposes ordinarily associated with processing an employment application, as well as for marketing and promotional purposes.

Cookies

We may use cookies or other technology to obtain certain types of information when your web browser accesses our Site. "Cookies" are small pieces of information that are stored by your browser on your computer's hard drive. Our Site may use cookies and other technology to store pertinent user information during a session to speed navigation and keep track of items and to collect anonymous traffic data that we may use to enhance our Site and for marketing and promotional purposes. The "help" portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive new cookies, and how to disable cookies altogether. Please be advised that certain sections or functionalities of the Site may be inaccessible to you if your browser does not accept cookies.

Surveys

If you participate in a survey conducted by ConfluCore, all of our research results are reported as totals or in other aggregated form, and no information about you as an individual respondent is made public.

User forums

You should be aware that whenever you publicly disclose information online, that information could be collected and used by others. ConfluCore is not responsible for any action or policies of any third parties who collect information that users publicly disclose in any such forums on the Site.

This Privacy Policy does not apply to any information you may disclose publicly in any chat rooms, message boards, or similar web pages, including those hosted on or linked to our Site. You should keep in mind that whenever you publicly disclose information about yourself online—for example, via message boards or chat rooms—that information could be collected and used by people whom you do not know. In addition, certain message boards and similar user forums may display IP addresses along with the message poster's name and message. ConfluCore bears no responsibility for any action or policies of any third parties who collect any information users may disclose on the message boards, chat areas or other user forums, if any, on the Site.

CHILDREN

This Site is not directed at children 13 years of age or younger. ConfluCore, therefore, will not intentionally collect information about anyone under the age of 13 years, and requests that no such information be submitted to us.

Last Updated: April 21, 2017.