

Terms of Use Agreement

Effective Date: January 27, 2015

Sentencingguidelinescalculator.com (the “Website”) and its related services and products, including without limitation, the Sentencing Guidelines Calculator for Michigan (the “Application”) is owned and operated by Mokasoft, LLC (“Mokasoft” or “We”), a Michigan limited liability company. By visiting the Website or using the Application, you understand and agree to accept and adhere to the following terms and conditions as stated in this Agreement, along with the terms and conditions as stated in our Privacy Policy. Your use of the Website and Application is done at your own risk.

This Terms of Use agreement (the “Agreement”) sets forth the terms to which all Users of the Website or Application agree to be bound.

YOU HAVE A DUTY TO READ THIS AGREEMENT. YOUR USE OF THE WEBSITE OR APPLICATION CONSTITUTES YOUR MANIFESTATION TO AND INTENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE EXPRESSLY PROHIBITED FROM USING THE WEBSITE OR APPLICATION AND MUST TERMINATE YOUR USE OF THE WEBSITE OR APPLICATION IMMEDIATELY.

MOKASOFT RESERVES THE RIGHT TO, FROM TIME TO TIME, WITHOUT NOTICE TO YOU, MODIFY, UPDATE, LIMIT, CHANGE, DISCONTINUE, OR REPLACE THIS AGREEMENT, SOFTWARE, WEBSITE, OR APPLICATION IN ITS SOLE AND ABSOLUTE DISCRETION. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT ON A REGULAR BASIS TO KEEP YOURSELF INFORMED OF ANY MODIFICATIONS. YOUR USE OF THE WEBSITE OR APPLICATION AFTER SAID MODIFICATION, UPDATE, LIMITATION, CHANGE, OR REPLACEMENT CONSTITUTES YOUR MANIFESTATION OF ASSENT TO THE MODIFICATION, UPDATE, LIMITATION, CHANGE, OR REPLACEMENT.

Use of the Website or Application is void where prohibited. Those who visit the Website or Application (hereinafter “Visitors”), those who register to use the Website or Application (hereinafter “Registered Users”), and those who purchase goods or services through the Website (hereinafter “Purchasers”) agree to be bound by and will abide by this Agreement. For purposes of this Agreement, Visitors, Registered Users, and Purchasers are hereinafter collectively referred to as “Users.”

1. Warranties and Representations. All Users warrant the following:

- a. You have the right, power, and legal capacity to enter into this Agreement and to accept the rights, obligations, and duties granted under its terms.

- b. You agree to comply with the terms of this Agreement.
- c. You will not use the Website or Application outside of the uses specifically provided for under this Agreement.
- d. You understand that Mokasoftware cannot guarantee preservation of records or other information, which records and information may be deleted without notice at Mokasoftware's sole and absolute discretion.
- e. You will not use, modify, copy, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, or sell the Website or Application in any form or by any means, in whole or in part, without the prior written consent of Mokasoftware.
- f. Mokasoftware does not warrant or guarantee that compliance with this Agreement will be sufficient to comply with your obligations under applicable law or with third party rights. Given the global nature of the Internet, you agree to comply with all laws and rules where you reside or where you use the Website or Application. The Website and Application are operated in the United States. Mokasoftware makes no representation that its Website, Application, or any other goods or services are appropriate, lawful, or available for use in other locations. Mokasoftware does not offer the Website or Application where prohibited by law.

2. Account Registration

- a. Registration on the Website or Application allows a User access to Application. In order to use the Website or Application, you must provide information, including that set forth in Mokasoftware's Privacy Policy, to create a profile. Your profile contains information provided by you, and Mokasoftware does not endorse you or discriminate based upon any information provided by you or made available for population of your profile. Personal Information will be used consistent with the Privacy Policy.
- b. Users who register for the Website or Application may register for a five (5) day free trial. Upon expiration of the free trial, Users shall pay a fee for continued use of the Application. Users are expressly prohibited from registering for consecutive free trials using a same or different e-mail or IP address. In the event any User, its agent, employee, or affiliate attempts to register for consecutive free trials, Mokasoftware reserves the right to terminate the User's account in its sole and absolute discretion, without notice. You agree to pay all applicable taxes or charges imposed by any governmental entity anywhere in the world in connection with your use of the Website or Application. All costs and fees are quoted and payable in United States Dollars. All payments are to be made via the Website or Application with a valid credit card processed.
- c. Mokasoftware reserves the right to alter its fees at any time and change the fee for your registration by providing electronic notice to the address you have provided to create your Account, at least seven (7) days prior to the new subscription price being effective. You will then have the option to cancel your Account.

- d. Upon expiration of your Account or termination of this Agreement, Mokasoftware shall terminate User's access to any Account and revoke any license User has to use the Website, Application, or any related services offered by Mokasoftware.
- e. Users agree to keep their Accounts secure from unauthorized access. Users further agree that they alone are responsible for their Accounts, and Users accept full responsibility for any and all use of their Accounts, whether authorized or unauthorized. In the case of unauthorized access to an Account, User agrees to contact Mokasoftware immediately.
- f. By creating an Account, you agree that Mokasoftware, and Mokasoftware's designees and agents, may contact you by any available means, including, but not limited to, push notification or email. You further represent and warrant that you are not bound by or a party to any exclusive arrangement or agreement, whether contractual or otherwise, that would prohibit you from using the Website, Application, or any associated services offered by Mokasoftware.
- g. You may appoint others to act as your agent to use the Website or Application. You understand and agree that any user that you authorize to have access to your Account has the capacity to contract and is your authorized legal agent. You agree to bear the ultimate responsibility for any access to your Account, whether authorized or unauthorized, and you agree to hold harmless and indemnify Mokasoftware for any damages that arise out of or in relation to the use or unauthorized use of your Account.
- h. You have a duty to ensure that the information provided through your Account is truthful, current, complete, and accurate. You understand and agree that you have an ongoing duty to update and keep current the information provided through your Account if and when that information changes. You are expressly prohibited from creating an Account that impersonates another person, contains offensive or obscene language, or otherwise violates the rights of a third party. You expressly agree that you will not use your Account to interfere with or disrupt a third party's enjoyment and use of the Website or Application. Mokasoftware reserves the right to restrict access to, suspend, disable, or delete your Account at any time, in its sole discretion, and without prior warning. You are expressly prohibited from selling, leasing, lending, assigning, or otherwise transferring your Account.
- i. You understand and agree that Mokasoftware provides a software application and takes no responsibility and cannot be held liable or responsible for transactions entered into by or between users of the software, Website, or Application, whether through their Accounts or otherwise. Mokasoftware makes no representations or warranties as to the truth or falsity of any information contained on the Website or Application or provided by a User of the Website or Application, the legality, quality, or safety of the software or services offered through the Website or Application, or the qualifications associated with any User's Account. Mokasoftware conducts no criminal background check or otherwise checks credentials of Users. Though Mokasoftware undertakes commercially reasonable efforts to

verify the identity of its Users, you understand and agree that Mokasoft cannot be held liable for any User's failure to truthfully or accurately disclose his or her identity.

3. User Generated Content

Mokasoft may provide you with the ability to submit User Generated Content to the Website or Application.

By submitting User Generated Content to the Website or Application, you grant Mokasoft a non-exclusive, irrevocable, royalty free, worldwide, and perpetual license to use your User Generated Content for the customary and intended purposes of the Website or Application and any purpose related thereto, including, without limitation, to reproduce, prepare derivative works, distribute copies, store, perform, display, and use any of the User Generated Content. These purposes may include, but are not limited to, providing you or third parties with the Website or Application or its associated products and services and archiving or making backups of the Website or Application. You agree to waive all rights in and to your User Generated Content across the world, whether you have or have not asserted rights in or to your User Generated Content. By submitting User Generated Content to the Website or Application, you further agree to waive all rights of publicity or privacy with respect to the User Generated Content submitted.

You warrant that any User Generated Content that you submit to the Website or Application will not violate the rights of third parties, including, but not limited to, trademark rights, copyright rights, and rights of publicity and privacy, or violate any applicable law, statute, ordinance, treaty, or regulation, whether local, state, provincial, national, or international. You acknowledge and agree that Mokasoft is not responsible or liable in any way for User Generated Content.

Mokasoft reserves the right, but has no obligation, to remove any information or content that, (i) in the Mokasoft's opinion violates, or may violate, any applicable law, or these terms of use and incorporated policies; or (ii) upon the request of any third party that alleges that the User Generated Content infringes the third party's rights.

Mokasoft reserves the right, but has no obligation, to report to law enforcement any Personal Information or User Generated Content at any time and for whatever reason, in its sole and absolute discretion.

4. Term and Termination

This Agreement shall be effective at the time you use the Website, Application, or any affiliated services of offered by Mokasoft.

To change or terminate your Account at any time, please contact Joseph Kattelus at joe@mokasoft.com. Either you, or Mokasoft, may terminate your Account at any time and for any reason by sending notice to the other. Any notice of intention by you to cancel shall take effect upon receipt by us.

Mokasoft reserves the right to immediately suspend or terminate your access to the Website or Application, without notice, for any violation of this Agreement. Mokasoft also reserves the right to remove your account information from the Website or Application and other records at our sole discretion.

If your access to the Website, Application, or your Account is suspended or terminated for any reason whatsoever, you agree that all fees paid to Mokasoft are final and all outstanding or pending payments will immediately be due. Following any suspension or termination of your use of the Website, Application, or your Account, Mokasoft reserves the right to send a notice explaining such termination to other Users you have contacted through the Website or Application.

5. Disclaimer of Warranties

MOKASOFT DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM OR LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE OR APPLICATION, OR ANY GOODS OR SERVICES LINKED TO OR THROUGH THE WEBSITE OR APPLICATION, INCLUDING WITHOUT LIMITATION ANY USER GENERATED CONTENT, ADVERTISEMENTS, AND OTHER PRODUCTS AND SERVICES PROVIDED ON THE WEBSITE OR APPLICATION. MOKASOFT PROVIDES THE WEBSITE AND APPLICATION ON AN AS-IS BASIS AND WITH NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, OR QUALITY. SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, THIS EXCLUSION MAY NOT APPLY.

MOKASOFT WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CONTENT ON THE WEBSITE OR APPLICATION; ANY THIRD PARTY LINKS, ADVERTISEMENTS, COOKIES, OR CONTENT POSTED ON THE WEBSITE OR APPLICATION; OR ANY CONTENT TRANSMITTED THROUGH THE WEBSITE. MOKASOFT DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DESTRUCTION OF IDENTITY, UNAUTHORIZED ACCESS, OR ALTERATION OF OR TO THE WEBSITE OR APPLICATION. MOKASOFT RESERVES THE RIGHT TO DISCONTINUE THE WEBSITE OR APPLICATION AT ANY TIME.

MOKASOFT IS NOT RESPONSIBLE FOR THE REPRESENTATION OR CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OR ADVERTISER OF THE WEBSITE OR APPLICATION.

You also understand and agree that you bear all responsibility for protecting the confidentiality of any information you submit to the Website or Application, including User Generated Content, if any. Mokasoft will not be held liable or responsible for any breach of

confidentiality or any public display or aggregation of your confidential or personal information that arises out of or is related to your use of the Website or Application, whether that use is through the submission of User Generated Content, other information, or creation of an Account.

6. Ownership and License of Website Content

- a. Mokasoftware is the owner or licensee of all rights in and to the Website, Application, software, the trademarks displayed on the same and any and all copyrights, trade secrets, patent rights, or other proprietary or personal rights contained within or displayed upon the same. The Website and Application are subject to all applicable intellectual property and other laws.
- b. You are expressly prohibited from using Mokasoftware's trademarks, trade names, trade dress, design marks, trade secrets, or copyrightable works outside of the uses expressly stated in this Agreement and without the prior written consent of Mokasoftware.
- c. Mokasoftware grants you a limited, revocable, non-exclusive, non-sublicensable, and royalty free license to use the Website. In the event you register to use the Application, you will be required to agree to a separate Software License Agreement with Mokasoftware. Any limited license granted to you by Mokasoftware automatically terminates upon a breach of any of the terms of this Agreement.
- d. You warrant and agree that you will not make any derivative works of the software, Website, Application or delete or modify, in any way, any copyright, trademark, or other proprietary notices that appear on the same.
- e. You are prohibited from framing, scraping, aggregating, hacking, reverse engineering, crawling, reproducing, preparing derivative works of, distributing, performing publicly, or displaying publicly the software, software source code, Website, or Application whether in whole or in part, without the prior written consent of Mokasoftware. The foregoing prohibition on crawling and aggregation will not apply to search engines or non-commercial and publicly available archives that appropriately comply with the robots.txt file.
- f. Mokasoftware is not liable for the receipt of any unsolicited suggestions, ideas, proposals and other material to the Website or Application. Any disclosure of such information for improvement of the Website or Application is non-confidential and such person who submitted the material shall be provided no profit. Such information will become information of Mokasoftware without limitation of any royalty, licensing, or otherwise.

- 7. Prohibited Uses.** You agree that you will not use the Website or Application to violate any law, statute, ordinance, regulation, or treaty, to violate the rights of third parties, or for a use outside of the customary and intended purposes of the Website or Application.

Specifically, you are prohibited from, without limitation:

- a. Promoting an illegal or unauthorized copy of another person's copyright protected work, in whatever form;
- b. Making any derivative works of the Website or Application or deleting or modifying, in any way, any copyright, trademark, or other proprietary notices that appear on the same.
- c. Transmitting unsolicited commercial email messages, or spam, through the Website or Application or to other Users of the same;
- d. Misusing another User's personal information or Account;
- e. Imposing a disproportionate load on the Website, Application, server infrastructure, or otherwise attempting to interfere with the operation of the same;
- f. Circumventing Mokasoft's technological or security protection mechanisms;
- g. Using a script, robot, spider, scraper, or other automated technology to access the Website or Application;
- h. Attempting to gain access to the private data or personal information of a User of the Website, Application, or a third party;
- i. Posting or transmitting content intended to collect personal or personally identifiable information from Users of the Website, Application, or third parties;
- j. Harassing and/or stalking a third party through your use of the Website or Application;
- k. Impersonating another or creating multiple alias accounts;
- l. Posting or transmitting content that threatens or encourages bodily harm or the destruction of property;
- m. Posting or transmitting content that infringes upon the intellectual property rights or other personal or proprietary rights of other Users of the Website, Application, or third parties;
- n. Posting or transmitting content that is inaccurate, false, misleading, offensive, derogatory, obscene, profane, sexually oriented, racially offensive, or otherwise harmful;
- o. Posting or transmitting content that incites any illegal activity;
- p. Posting or transmitting content that constitutes fraud, an unwanted commercial solicitation, a phishing scam, a pyramid scheme, or a chain letter;
- q. Posting or transmitting content that infringes upon the privacy rights of other Users of the Website, Application, or third parties;

- r. Distributing Trojan horses, viruses, malware, spyware, spam, or any other harmful or unsolicited files or communications.
- s. Using the Website or Application for investment schemes or unlawful enterprises.
- t. Posting or transmitting content that violates any term or condition of this Agreement; or
- u. Posting or transmitting content, or using the Website or Application in a manner that violates any law, statute, regulation, or ordinance, or treaty, whether local, state, provincial, national, or international.

8. Indemnification. You agree that you will hold harmless, defend, and indemnify Mokasoftware, including its members, employees, agents, affiliates, directors, officers, and board members, from and against all claims, damages, liabilities, penalties, costs, and judgments, including attorneys' fees, that arise out of or in connection with your use of the Website or Application (including, without limitation, any purchase made therein), your violation of a term or provision of this Agreement, the Privacy Policy, the Software License Agreement, or your violation of the rights of a third party. You agree that your obligation to hold harmless, defend, and indemnify Mokasoftware will survive the termination or failure of this Agreement, the Privacy Policy, the Software License Agreement, and your use of the Website or Application. Your obligation to defend Mokasoftware under the terms of this Agreement will not provide you with the right to control Mokasoftware's defense, and Mokasoftware reserves the right to control its defense regardless of your contractual requirement to defend Mokasoftware.

9. Assignment. You are expressly prohibited from assigning your rights and duties under this Agreement to a third party. Mokasoftware reserves the right to assign its rights and duties under this Agreement at any time, including in a sale of Mokasoftware or the Website or Application. In the event of an assignment by Mokasoftware, you understand and agree that Mokasoftware may share any information collected, as set forth in the Privacy Policy.

10. Remedies. The failure of Mokasoftware to seek relief for your breach of any duty under this Agreement will not waive the right of Mokasoftware to seek relief for any subsequent breach.

11. Jurisdiction and Choice of Laws. You agree that, for all legal and non-legal purposes, the Website and Application are located in the State of Michigan. You agree that neither the Website nor Application give rise to personal jurisdiction over Mokasoftware in any jurisdictions other than Michigan. This Agreement will be interpreted under and governed by the laws and legal principles of the State of Michigan, without regard to conflicts of laws principles or statutes. Any disputes arising out of or in connection with the Website or Application shall be brought in the state courts encompassing Ingham County, Michigan.

12. Contractual Statute of Limitation. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE OR APPLICATION MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION

ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. YOU AGREE THAT YOU WILL NOT START OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT RELATED IN ANY WAY TO THE USE OF THE WEBSITE OR APPLICATION.

- 13. Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT ANY CLAIM AGAINST MOKASOFT SHALL BE LIMITED TO THE AMOUNT YOU PAID, IF ANY, FOR USE OF THE WEBSITE OR APPLICATION. MOKASOFT WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY LOSS OR DAMAGES WHICH MAY BE INCURRED BY YOU AS A RESULT OF USING THE WEBSITE OR APPLICATION, OR AS A RESULT OF ANY CHANGES, DATA LOSS OR CORRUPTION, CANCELLATION, LOSS OF ACCESS, OR DOWNTIME TO THE FULL EXTENT THAT APPLICABLE LIMITATION OF LIABILITY LAWS APPLY.
- 14. Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired and shall continue in full force and effect.
- 15. Waiver.** You understand and agree that no term or provision of this Agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless said waiver or consent is in writing and signed by the party to be charged.
- 16. Delegation of Duties.** Mokasoft reserves the right to delegate any of its duties under this Agreement to any other person, entity, or subcontractor.
- 17. Delegation of Rights.** Under no circumstances are you permitted to transfer the rights provided to you by this Agreement.
- 18. Integration.** This Agreement, along with the Privacy Policy and Software License Agreement constitute the entire agreement between the parties with respect to the Website and Application. There are no further understandings, agreements, or representations with respect to the Website or Application that is not specified in this Agreement or those specified in this subsection. You understand that any additional provisions that may appear in any communication from you will not bind Mokasoft.
- 19. Digital Millennium Copyright Act Notice.** If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on the Website or Application, please notify Mokasoft's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA). For your complaint to be valid under the DMCA, you must provide the following information in writing:
 1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
 2. Identification of the copyrighted work that you claim is being infringed;

3. Identification of the material that is claimed to be infringing and where it is located on the Website or Application;

4. Information reasonably sufficient to permit Mokasoft to contact you, such as your address, telephone number, and email address;

5. 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 law; and

6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Designated Copyright Agent

Fahey Schultz Burzych Rhodes PLC

Attn: Michael J. Cole

4151 Okemos Road, Okemos, MI 48864 USA

Fax: (517) 381.5051

mcole@fsbrlaw.com (only DMCA notices will be accepted at this email address. All other inquiries or requests will be discarded)

20. Notices

- a. Except as provided for in Paragraph 19, all notices to Mokasoft must be in writing to Mokasoft, LLC, Attn: Joseph Kattelus, 4468 Oakwood Drive, Okemos, Michigan 48864, with a copy emailed to: joe@mokasoft.com.

All rights not expressly granted herein are reserved to Mokasoft.