

Please read this agreement carefully. It's a contract that governs your use of any GuideSTAR and associated products, services or software, or other GuideSTAR services or software that directly display or link to this agreement (the "service"). By using or accessing the service, you confirm that you agree to these terms. If you don't agree, don't use the service. Thanks.

1. Your relationship with GuideSTAR

1.1 Your use of GuideSTAR's products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by GuideSTAR under a separate written agreement) is subject to the terms of a legal agreement between you and GuideSTAR. "GuideSTAR" means GuideSTAR Technologies, Inc., whose principal business address is 9975 Wadsworth Pkwy, Unit K2-447 Westminster, CO 80021 or website www.guidestartech.com and 3iSky, LLC or its website 3iSky.com and products including SkyLync™. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with GuideSTAR, your agreement with GuideSTAR will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3 Your agreement with GuideSTAR will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and GuideSTAR in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by GuideSTAR in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that GuideSTAR will treat your use of the Services as acceptance of the Terms from that point onwards.

3. Using the service

3.1 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries). You must not use the service to harm others or the service. For example, you must not use the service to harm, threaten, or harass another person, organization, or GuideSTAR. You may be able to access third-

party websites or services via the service; you acknowledge that we are not responsible for such websites or services or content that may be available there.

4. Your service account, associated accounts, and accounts from third parties

4.1 Only you may use your service account. You must keep your accounts and passwords confidential and not authorize any third party to access or use the service on your behalf, unless we provide an approved mechanism for that. You must contact us right away if you suspect misuse of your accounts or any security breach in the service. For some parts of the service, you may be able to set up additional accounts that are dependent on your account ("associated accounts"). You're responsible for all activity that takes place with your service account and any associated accounts.

4.2 If you use an associated account, you acknowledge that the holder of the service account has full control over your associated account. If a third party such as an employer gave you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store content in your account.

5. Content

5.1 You understand that all information (such as data files, documents, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

5.2 You should be aware that Content presented to you as part of the Services may be protected by intellectual property rights which are owned by the individuals, sponsors or advertisers who are the sources of that Content (or by other persons or companies on their behalf). If you share content on the service in a way that infringes others' copyrights, other intellectual property rights, or privacy rights, you're breaching this contract. You represent and warrant that you have all the rights necessary for you to grant the rights in this section and the use of the content doesn't violate any law.

5.3 You agree that you are solely responsible for (and that GuideSTAR has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which GuideSTAR may suffer) by doing so. Except for material that we license to you, we don't claim ownership of the content provided on the Service. Your content remains your content. We also don't control, verify, or endorse the content that you and others make available on the service.

5.4 You're responsible for backing up the Content that you store on the service. If your service is suspended or canceled, we may permanently delete your data from our servers. We have no obligation to return data to you after the service is suspended or canceled. Data that is deleted may be irretrievable.

6. Privacy

6.1 In order to operate and provide the service, we collect certain information about you. As part of the service, we may also automatically upload information about your use of the service, and service performance for delivery of services and billing. Exceptions include, access or disclosure of information about you and your service, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect the rights or property of GuideSTAR or our customers, including the enforcement of our agreements or policies governing your use of the service; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of GuideSTAR employees, customers, or the public.

7. Software

7.1 If you receive software from us as part of the service, its use is governed in one of two ways: If you're presented with license terms that you must accept in order to use the software, those terms apply; if no

license is presented to you, the terms of this contract apply. We reserve all other rights to the software. We may automatically check your version of the software. We may also automatically download and install updates to the software to improve, enhance, and further develop the service.

7.2 Any software we provide is licensed, not sold. Unless we notify you otherwise, the software license ends when your service ends. You must then uninstall the software, or we may disable it. You must not work around any technical limitations in the software. You must not disassemble, decompile, or reverse engineer any software that's included in the service.

7.3 The software is subject to applicable U.S. export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users, and end use. Without limitation, you may not transfer the software or service without U.S. government permission to anyone on U.S. government exclusion lists (see the Commerce Department's Lists to Check); the governments of Iran, Sudan, or Cuba; or prohibited members of the Cuban Communist Party.

8. How we may change the contract

8.1 If we amend this contract, then we'll notify you before the change takes effect. We may give this notice by posting it on the service or by any other reasonable means. If you don't agree to the change, we're not obligated to keep providing the service, and you must cancel and stop using the service before the change becomes effective. Otherwise, the new terms will apply to you.

9. NO WARRANTY

9.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

9.2 IN PARTICULAR, GUIDESTAR, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

9.2 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

9.3 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GUIDESTAR OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

9.4 GUIDESTAR FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY

10.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 9.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT GUIDESTAR, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY CONTENT OR THE SERVICES;

(II) ANY CHANGES WHICH GUIDESTAR MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

10.2 THE LIMITATIONS ON GUIDESTAR'S LIABILITY TO YOU IN PARAGRAPH 10.1 ABOVE SHALL APPLY WHETHER OR NOT GUIDESTAR HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

11. Your Warranty and Indemnification.

11.1 You represent and warrant to GuideSTAR that your use of the Product will at all times comply with these Terms and all applicable law rules and regulations. Specifically, you agree to comply with Gramm-Leach-Bliley Act ("GLB") and the Driver's Privacy Protection Act ("DPPA") with respect to any data obtained when using the Product. User will not use the information obtained through the Product (i) for marketing or solicitation of any kind; or (ii) for any use which would constitute a consumer report as defined by the Fair Credit Reporting Act, 15 U.S.A Section 1681 a(d) ("FCRA") or; (iii) to take any "adverse action" as that term is defined in Section 603 of the FCRA. You hereby agree to indemnify and hold harmless GuideSTAR and its employees, licensors, independent contractors, providers, subsidiaries and affiliates (collectively, the "Affiliates") from and against any and all liability and costs incurred by the Affiliates in connection with any claim arising out of any breach by you of any of the foregoing representations, warranties and covenants, including, without limitation, attorneys' fees and costs. You shall cooperate fully in the defense of any claim. GuideSTAR reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of GuideSTAR.

12. Changes to the service and cancellation

12.1 We may change the service or delete features at any time for any reason. A particular service may be a prerelease version—a beta, for example—and may not work correctly or in the way a final version might work. We may significantly change the final version or decide not to release a final version.

12.2 We may cancel or suspend your service and your access to the service at any time without notice and for any reason. Our reasons for cancellation may include that we stop providing the service or that you breach this contract, or don't pay fees that you owe to us or to our agents. If your service is canceled, your right to use the service stops immediately. If we cancel your credentials, your right to use the service stops immediately. Cancellation of the service or credentials won't alter your obligation to pay all charges made to your billing account. If we cancel the service in its entirety without cause, we'll refund to you on a pro-rata basis any payments that you have made based on the portion of your service that would otherwise remain.

13. Service payments

13.1 Payment

You must be authorized to use the payment method that you enter when you create a billing account. You authorize us to charge you for the service using your payment method and for any paid feature of the service that you choose to sign up for or use while this contract is in force. We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription and usage services. Once we have informed you that the service will be provided indefinitely or automatically renewed, we may automatically renew your service and charge you for any renewal term.

13.2 Prices and price increases

The price stated for the service excludes all taxes and phone charges, unless stated otherwise. You're responsible for any taxes and for all other charges (for example, phone charges and internet access). We'll notify you in advance if we change the price of the service. If there's a specific length and price for your service offer, that price will remain in force for that time. After the offer period ends, your use of the service will be charged at the new price. If your service is on a period basis (for example, monthly) with no specific length, we'll notify you of any price change at least 30 days in advance. If you don't agree to these changes, you must cancel and stop using the service before the changes take place. If you cancel, your service ends at the end of your current service period or, if we bill your account on a period basis, at the end of the period in which you canceled. Even if the service itself is free for a trial period, you may still incur charges incidental to using the service, for example, charges for Internet access, messaging, or other data transmission.

13.3 Refund policies

Unless otherwise provided by law or by a particular service offer, all charges are earned when received and are nonrefundable.

13.4 Online statement and errors

If we make an error on your bill, we'll correct it promptly after you tell us and we investigate the charge. You must tell us within 60 days after an error first appears on your bill. If you don't tell us within that time, you release us from all liability and claims of loss resulting from the error; we won't be required to correct the error. We can correct billing errors at any time.

13.5 Cancellation charges

You may cancel the service at any time, with or without cause. Some service offers may require you to pay cancellation charges or minimums as stated in the materials describing the offer. Your cancellation of the service won't alter your obligation to pay all charges made to your billing account.

13.6 Late payments

Except as prohibited by law, we may assess a late charge if you do not pay on time; you must pay these late charges when we bill you for them. The late charge will be the lesser of 1.5 percent of the unpaid amount each month or the maximum rate permitted by law. We may use a third party to collect past due amounts. You must pay for all reasonable costs we incur to collect any past due amounts, including reasonable attorneys' fees and other legal fees and costs. We may suspend or cancel your service if you fail to pay in full on time.

14. Ending your relationship with GuideSTAR

14.1 The Terms will continue to apply until terminated as set out below.

14.2 If you want to terminate your legal agreement with GuideSTAR, you may do so by (a) notifying GuideSTAR at any time and (b) closing your accounts for all of the Services which you use, where GuideSTAR has made this option available to you. Your notice should be sent, in writing, to GuideSTAR's address which is set out at the beginning of these Terms.

14.3 GuideSTAR may at any time, terminate its legal agreement with you for any reason, including if:

(A) You have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) GuideSTAR is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) A partner with whom GuideSTAR offered the Services to you has terminated its relationship with GuideSTAR or ceased to offer the Services to you; or

(D) The provision of the Services to you by GuideSTAR is, in GuideSTAR's opinion, no longer commercially viable.

15. Other content

15.1 The Services may include hyperlinks to other web sites or content or resources. GuideSTAR may have no control over any web sites, content or resources which are provided by companies or persons other than GuideSTAR.

15.2 You acknowledge and agree that GuideSTAR is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any content, products or other materials on, or available from, such web sites or resources.

16. Changes to the Terms

16.1 GuideSTAR may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, GuideSTAR will make a new copy of the Universal Terms available at its web site and any new Additional Terms will be made available to you from within, or through, the affected Services.

16.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, GuideSTAR will treat your use as acceptance of the updated Universal Terms or Additional Terms.