

THE TERMS AND CONDITIONS SET FORTH BELOW (THE "TERMS") GOVERN YOUR USE OF THIS SERVICE ON THE WORLD WIDE WEB. THESE TERMS ARE A LEGAL CONTRACT BETWEEN YOU AND SLIDEROCKET, INC. ("WE" "US") AND GOVERN YOUR ACCESS TO, AND USE OF THE SLIDEROCKET SERVICE LOCATED AT WWW.SLIDEROCKET.COM AND ANY OF ITS SERVICES DOWLOADED THROUGH THE OFFLINE PLAYER (THE "SERVICE"). IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SERVICE AND/OR ANY INFORMATION CONTAINED ON THE SERVICE. YOUR USE OF THIS SERVICE AND/OR THE SERVICES ON THIS SITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW. SLIDEROCKET MAY MAKE CHANGES TO THE SERVICES OFFERED AT ANY TIME, AND SLIDEROCKET CAN CHANGE THESE TERMS AT ANY TIME. IF SLIDEROCKET CHANGES THESE TERMS, WE WILL POST A CHANGE NOTICE ON THE SERVICE AND WE MAY SEND REGISTERED MEMBERS AN EMAIL NOTICE OF THE CHANGE. YOUR CONTINUED USE OF THE SERVICE AFTER SUCH CHANGES HAVE BEEN POSTED MEANS THAT YOU AGREE TO THE NEW TERMS EVEN IF YOU HAVE NOT REVIEWED THEM.

General Use Restrictions.

SlideRocket provides content and other services through the Service. Certain information, documents, products and services provided on and through the Service, including content, trademarks, logos, graphics and images that are not Presentations (as defined below) (together, the "Materials") are provided to you by SlideRocket and are the copyrighted work of SlideRocket or SlideRocket's contributors. The Service also provides, among other things, an online marketplace (the "Marketplace") where you can browse and acquire content and services for use in your Presentations ("Marketplace Items"), which may be subject to third party license agreements. In addition, SlideRocket may make certain applications available to you on the Service for use that may assist you in developing or managing Presentations (the "Software"). Any such Software is only made available for use under the terms of a limited, non-exclusive license to use the Software on your personal computer for the sole purpose of developing or managing Presentations.

During the term of these Terms, SlideRocket grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and use the services, the Service and the Software solely for your personal use if you are an individual and solely for your business use if you are an organization or agent of your organization in connection with the creation, storage, display and arrangement of Presentations you create using the Service. You acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Materials or the Software in any manner. This limited license terminates automatically, without notice to you, if you breach any of these Terms. Upon termination of this limited license, you agree to immediately destroy any downloaded or printed Materials or Software. Except as stated herein, you acknowledge that you have no right, title or interest in or to the Service, any Materials or the Software on any legal basis.

Your Registration Obligations.

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or SlideRocket has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SlideRocket has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

By using all or part of this Service, you consent to receiving electronic communications from SlideRocket and its partners and affiliates. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to our Service. These electronic communications are part of your relationship with SlideRocket and you receive them as part of your use of the Service. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Privacy Policy.

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at http://www.sliderocket.com/legal/privacy_policy.html (the "Privacy Policy"). You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by SlideRocket and its affiliates.

Password Restricted Areas of the Service.

When a visitor to the Service registers to become a member ("Member"), he or she will select an available user name ("Membership Name") and a corresponding user password ("Membership Password") to create a unique, personal account (a "Membership Account"). The Member shall also be required to specify whether he or she is registering as an individual or on behalf of a company or entity (and, if so, the name of the company or entity). You will need a Membership Password to login to the Service and use certain functions and areas within the Service ("Restricted Areas"). If you are an authorized Member of the Restricted Areas, you are responsible for maintaining the confidentiality of your password and account, and agree to notify SlideRocket if your password is lost, stolen, or disclosed to an unauthorized third party, or otherwise may have been compromised. You are responsible for activities that occur under your account. You agree to immediately notify SlideRocket of any unauthorized use of your account or any other breach of security in relation to the Service known to you. You will not use other members' contact information gathered from Restricted Areas of the Service for commercial

purposes and agree not to provide any other Member's contact information to any third party that is not a Member of SlideRocket.

Subscription Pricing and Changes.

When a Member of the Services chooses to become a subscriber ("Subscriber"), he or she will choose a subscription type and enter additional data, including payment information within their Membership Account. With respect to Software or Services provided on a subscription basis, Subscriber agrees that SlideRocket or SlideRocket's authorized resale partner, as applicable, may from time to time either increase or decrease the fee(s) for all or any portion thereof, and that any such adjustment, when made by SlideRocket or SlideRocket's authorized resale partner, as applicable, shall apply effective as of the expiration of the then-current subscription term. If Subscriber objects to any fee change, Subscriber's sole remedy shall be to elect not to renew the Software or Service at the expiration of the then-current subscription term. Each subscription term begins on the day SlideRocket receives full payment of the applicable fees from Subscriber or SlideRocket's authorized resale partner, as applicable, and expires either 1 month or 1 year later, depending on the subscription type selected in the applicable order. The subscription term will automatically renew for additional periods unless Subscriber elects not to renew on or before the expiration date. If Subscriber purchases additional subscription Software or Services, the subscription term for such additional Software or Services will be coterminous with the preexisting subscription term. The fee for any additional subscriptions purchased in the middle of a billing month will be charged in full for that billing month. Reductions will be effective at the end of the then-current term. No refunds or credit adjustments will be given.

Payment method; Credit Card Authorization.

You must provide SlideRocket or SlideRocket's authorized resale partner, as applicable, with valid credit card or approved purchase order information. SlideRocket or SlideRocket's authorized resale partner, as applicable, may require, and Subscriber agrees that such fees shall be paid by means of credit card payments or other forms of electronic funds transfers, and to implement measures enabling SlideRocket or SlideRocket's authorized resale partner, as applicable, to initiate such electronic funds transfers. If you are paying by credit card, only valid credit cards acceptable to SlideRocket or SlideRocket's authorized resale partner, as applicable, may be used by you to make payment, and all authorized refunds will be credited to the same card. Until all amounts due have been paid in full, you hereby authorize SlideRocket or SlideRocket's authorized resale partner, as applicable, to charge any credit card provided by you all amounts due under the Agreement from time to time, including without limitation, ongoing Subscription and installment and other payments, taxes, and additional fees. If the credit card cannot be verified, is invalid, is declined, or is not otherwise acceptable or if SlideRocket does not receive payment from its authorized resale partner for your purchase or subscription, the Software and Services may be terminated, deferred, suspended, or cancelled by SlideRocket without notice at SlideRocket's discretion and SlideRocket may generate invoices for payment. You agree to update your credit card information to keep it current at all times and that SlideRocket or SlideRocket's authorized resale partner, as applicable, may submit charges for processing even if the card appears to have expired. A credit card authorization form must be

completed for all payments made by credit card. All prices are given and must be paid in the currency listed. All payment obligations are non-cancelable and all amounts paid are nonrefundable. Unless otherwise provided by law or in connection with any particular service offer, all charges are non-refundable.

Taxes.

All fees are exclusive of all taxes, fees, levies, duties or similar charges arising out of or relating to the Agreement, and you shall be responsible for payment of all such taxes, fees, levies, duties or similar fees, excluding only taxes based solely on SlideRocket's income.

Conversion of Trial Period Offers.

You may have received a complimentary trial Subscription to the Software or Service or some other trial period offer. Unless we notify you otherwise, if you are participating in any trial period offer, your trial period will expire at the end of the trial term and access to the Subscription-based Software or Service will be suspended. You will then be prompted to either become a Subscriber or be limited to the Member version of the Software or Services.

The Marketplace.

A Member or Subscriber ("User") shall acquire Marketplace Items through the Service, and such Marketplace Items may be subject to an applicable content download agreement based on criteria specified by such User. A User may acquire Marketplace Items for a particular use(s) only if he or she pays with the applicable number of Credits (as defined below) on the Service, and only if he or she agrees to the terms and conditions of any applicable content download agreement for such Marketplace Item and such use(s).

Credits and Payments.

Transactions in the Marketplace, including the purchase of products or services, shall be conducted using Marketplace credits ("Credits") in accordance with SlideRocket's pricing and payment policies and subject to any amounts that may be owed to SlideRocket with respect to such transactions. In the event you purchase a Marketplace Item, the appropriate number of Credits shall be deducted from your Membership Account.

You may acquire Credits only by purchase, by using credit or charge cards, online payment accounts, wire transfers or such means as then permitted by SlideRocket, or by redeeming a special promotion. If you purchase any Credits using a credit or charge card or an online payment account, you represent and warrant that you are the cardholder or account holder and that the billing information provided is accurate, and you authorize SlideRocket or SlideRocket's authorized resale partner, as applicable, to charge the designated credit or charge card or online payment account for the total amount of the purchase, including any sales or similar taxes. Credits are non-refundable. Notwithstanding anything to the contrary contained in this

Agreement, you may never redeem Credits for cash, and can only use Credits for transactions within the Marketplace.

Use of Marketplace Products and Services.

You may only acquire Marketplace Items from the Service in accordance with the terms and conditions of this Agreement and of any applicable content download agreement. You may not use, reproduce, distribute, display or create derivative products or services based on any Marketplace Items or other goods or services that appear on the Service unless you enter into a content download agreement, and you may do so only to the extent expressly permitted under the terms and conditions of an applicable content download agreement.

You acknowledge and agree that no ownership of any Marketplace Items can be transferred, and that no sale of any Marketplace Items can be effectuated, on or through the Service. Only the rights expressly sublicensed in an applicable content download agreement are granted on or through the Service. You acknowledge and agree that SlideRocket or its third-party providers retain all ownership rights in and to the Marketplace Items, and that such Marketplace Items are protected by copyright, trademark and other intellectual property rights of SlideRocket or its third-party providers.

Termination.

SlideRocket may, at any time, terminate this Agreement in its sole discretion, including, without limitation, for breach by you of any of your representations, warranties or obligations under this Agreement, or for inactivity as it relates to the Service for a period of 90 days. You may, at any time, terminate this Agreement by logging into your Membership Account on the Service and selecting to cancel your SlideRocket account. In the event termination is by SlideRocket, SlideRocket shall notify you of such termination. SlideRocket reserves the right, in its sole discretion, to terminate your Membership Account at any time, including, without limitation, deactivating your Membership Name and Membership Password.

Effect of Termination.

Upon any termination of this Agreement:

- (a) Your Membership Account shall be cancelled and closed and your Membership Name and Membership Password shall be deactivated;
- (b) All Marketplace Items uploaded by you shall be removed from the Service; provided, however, that SlideRocket may continue to use the Marketplace Item for internal archival and reference purposes;
- (c) You shall forfeit all right, title and interest in and to any and all Credits; and
- (d) SlideRocket will permanently delete your Presentations and Materials within 24 hours of the effective date of termination.

Termination of this Agreement shall not relieve you of any payment obligations that may have arisen prior to such termination, or any other obligations pursuant to any other agreement that has not been specifically terminated.

Suspension.

SlideRocket reserves the right, in its sole discretion, to suspend your Membership Account at any time and for any length of time. In the event, and for so long as, SlideRocket suspends your Membership Account, you shall have no ability to purchase any Marketplace Items or other goods or services on the Service, but you may continue to access your Membership Account using your Membership Name and Membership Password. For clarification purposes, SlideRocket shall not remove any Marketplace Items or other goods or services you have purchased prior to suspension of your Membership Account and such Marketplace Items or other goods or services shall continue to be available.

Third Party Content.

Certain information and content that are not Presentations may be provided by third party licensors and suppliers to SlideRocket ("Third Party Content"). The Third Party Content is, in each case, the copyrighted work of the creator/licensor. Unless you have permission from the owner of the Third Party Content, you agree to only display the Third Party Content on your personal computer solely for your personal or business use. You acknowledge and agree that you have no right to download, cache, reproduce, modify, display (except as set forth in this paragraph), edit, alter or enhance any of the Third Party Content in any manner unless you have permission from the owner of the Third Party Content. SLIDEROCKET DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS WITH REGARD TO THIRD PARTY CONTENT, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Links to Third Party Services.

This Service may be linked to other Services that are not SlideRocket Services. SlideRocket is providing these links to you only as a convenience, and SlideRocket is not responsible for the content or links displayed on such Services.

Maximum Storage Limit.

You acknowledge that SlideRocket reserves the right to limit the maximum storage capacity for each user account. Furthermore, SlideRocket, in its sole discretion, reserves the right to adjust the maximum storage limit of any user account, at any time without prior notice.

Presentations.

You acknowledge that you are responsible for the information and material that you develop and/or import to the Service and/or through the use of the Software, including, without limitation, any presentations, or portions thereof, that you import, create, store and access on this Service (each, a "Presentation"), and that you, and not SlideRocket, will have full responsibility for each such Presentation, including its legality, reliability, appropriateness, originality and copyright. If you submit Presentations to the Service, you grant SlideRocket a non-exclusive, worldwide, royalty-free license to (in any media now known or not currently known or invented) to use, copy, modify, distribute, display the Presentation and provide access to the Presentation to users that you designate in connection with providing services related to this Service to you. Additionally, if you are a Member, your Presentations will be available for any third party to view at a publicly available URL unless you elect to become a Subscriber and thereafter choose not to make your Presentations public. If you are a Subscriber and have elected to make your Presentations public you acknowledge that third parties may view and have access to your Presentations, and that SlideRocket has no control over third parties' use of your Presentations. Published presentations may be indexed by search engines. Except as set forth in the preceding sentences, SlideRocket will not make your Presentations available to any third parties, and SlideRocket agrees to provide access to your Presentations only to you and to those certain e-mail addresses you designate as part of your shared distribution list in your user account. SlideRocket acknowledges and agrees that you shall have the right to download any Presentations you create on the Service and make such Presentations available on your personal or company website, as applicable. SlideRocket agrees to manage your Presentations in accordance with SlideRocket's Privacy Policy.

YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO ANY PRESENTATIONS YOU SUBMIT TO SLIDEROCKET. You further agree that you will not upload, post or otherwise make available on the Service any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right, and the burden of determining that any material is not protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, or any other harm resulting from any Presentation.

You represent and warrant that: (i) you own the Presentations posted by you on or through the Service or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your Presentations on or through the Service and any other use of your Presentations does not violate the privacy rights, publicity rights, trademark rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Presentations posted by you to or through the Service or created with the use of the Software.

Posting Etiquette.

SlideRocket asks that you respect the SlideRocket online community as well as other individuals participating within the SlideRocket online community. Your conduct should be guided by common sense and basic etiquette. To further these common goals, when posting Presentations to or otherwise using the Service and/or the services, you agree not to, without limitation:

- Post off-topic or disruptive messages.
- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Impersonate or represent SlideRocket, our staff or other industry professionals.
- Solicit a member's password or other account information.
- Harvest user names, addresses, or email addresses for any purpose other than to conduct SlideRocket business.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Disrupt the flow of chat in any manner, including without limitation vulgar language or abusiveness.
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Post any content that is mature or adult in nature.

This list of prohibitions is an example and is not complete or exclusive. These prohibitions do not require SlideRocket to monitor, police or remove any Presentations or other information submitted by you or any other user. SlideRocket reserves the right to (a) terminate or suspend your access to your account, your ability to post to the Service or the services and (b) refuse, delete or remove any Presentations or move any Presentations from "public" to "private" status; with or without cause and with or without notice, for any reason or no reason, or for any action that SlideRocket determines is inappropriate or disruptive to the Service, services or to any other user of the Service and/or services. SlideRocket reserves the right to restrict the number of emails which you may send to other members and users to a number that SlideRocket deems appropriate in SlideRocket's sole discretion. SlideRocket may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at SlideRocket's discretion, SlideRocket will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Internet.

You understand that your interactions and dealings with other users of the Service are solely between you and such other user. SlideRocket shall not be responsible for any loss or damage of any sort incurred as a result of any such interactions and/or dealings and SlideRocket will have no obligation to become involved in such dispute.

Unauthorized Activities.

Presentations and unauthorized use of any Materials or Third Party Content contained on this Service may violate certain laws and regulations. You shall indemnify and hold SlideRocket and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) SlideRocket or any other indemnified party suffers in relation to, arising from, or for the purpose

of avoiding, any claim or demand from a third party that your use of the Service or the use of the Service by any person using your user name and/or password violates any applicable law or regulation, or the rights of any third party.

Proprietary Rights.

SlideRocket is a trademark of SlideRocket in the United States. All other trademarks, names and logos on this Service are the property of their respective owners.

Unless otherwise specified, all information and screens appearing on this Service including documents, services, Service design, text, graphics, logos, images and icons, as well as the selection and arrangement thereof, are the sole property of SlideRocket, Copyright © 2007-08 SlideRocket. All rights not expressly granted herein are reserved. Except as otherwise required by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner.

Copyright and Trademark Infringements.

Notification:

SlideRocket respects the intellectual property of others, and we ask you to do the same. SlideRocket may, in appropriate circumstances and at our discretion, terminate or suspend service and/or access to the Service or Restricted Areas of the Service to users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or a trademark infringement and appears on our Service, please provide SlideRocket's copyright agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 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.
- 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 SlideRocket to locate the material.
- Information reasonably sufficient to permit SlideRocket 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.
- 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.
- 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.

SlideRocket's agent for notice of claims of copyright or trademark infringement on this Service can be reached as follows:

By e mail:

copyright@sliderocket.com

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Counter-Notification:

If you elect to send us a counter notice, to be effective it must be a written communication provided to our designated agent that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

- A physical or electronic signature of the user.
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- A statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- The user's name, address, and telephone number, and a statement that the user consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the user's address is outside of the United States, for any judicial district in which the service provider may be found, and that the user will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.
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Such written notice should be sent to our designated agent as follows:

By e mail:

copyright@sliderocket.com

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

Only the intellectual property rights owner may report potentially infringing items through SlideRocket's reporting system set forth above. If you are not the intellectual property rights owner, you should contact the intellectual property rights owner and they can choose whether to use the procedures set forth in these Terms.

Disclaimer of Warranties.

Your use of this Service, any Software and/or the services is at your own risk. Neither the Materials nor the Third Party Content have been verified or authenticated in whole or in part by SlideRocket, and they may include inaccuracies or typographical errors. SlideRocket does not warrant the accuracy of timeliness of the Materials or the Third Party Content contained on this Service. SlideRocket has no liability for any errors or omissions in the Materials and/or the Third Party Content, whether provided by SlideRocket or our licensors

SLIDEROCKET, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICE, THE SOFTWARE, THE SERVICES OR ANY MATERIALS OR THIRD PARTY CONTENT. RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED ON THE SERVICE, INCLUDING WITHOUT LIMITATION THE MATERIALS AND THE THIRD PARTY CONTENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, THE SOFTWARE, THE SERVICES, MATERIALS, THIRD PARTY CONTENT AND ANY INFORMATION OR MATERIAL CONTAINED ON THE SERVICE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SLIDEROCKET DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

Limitation of Consequential Damages.

SLIDEROCKET SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIAL ON THE SERVICE OR RELATING TO YOUR PRESENTATIONS OR THE SOFTWARE. IN NO EVENT SHALL SLIDEROCKET BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING EVEN IF SLIDEROCKET KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

Limitation on Damages.

IN NO EVENT SHALL SLIDEROCKET'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED FIVE HUNDRED DOLLARS (USD \$500).

Local Laws; Export Control.

SlideRocket controls and operates this Service from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use this Service outside the United States of America, you are responsible for following applicable local laws.

General.

California law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Any disputes relating to these Terms or the Service will be heard in the courts located in California. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. SlideRocket's failure to enforce any of these Terms is not a waiver of such term. The Terms are the entire agreement between you and SlideRocket and supersede all prior or contemporaneous negotiations, discussions or agreements between you and SlideRocket about the Service. The proprietary rights, disclaimer of warranties, indemnities, limitations of liability and general provisions shall survive any termination of these Terms

These Terms of Use were last updated: July 28, 2010

These Terms of Use are effective as of: March 1, 2010