

## Hot Door, Inc. ("Hot Door") ControlFreak ("Software") END USER LICENSE AGREEMENT AND PRIVACY POLICY

Effective April 29, 2015

Please read this agreement carefully before accepting it. If you ("Customer") accept the terms of this License Agreement and Privacy Policy, you are accepting all the terms and conditions of this agreement just like a written and signed negotiated agreement. If you do not agree to the terms of this agreement, you may not use the Software and you must delete the Software from your computer.

### SOFTWARE END USER LICENSE AGREEMENT

Hot Door grants the Customer nonexclusive license to use the Software and Documentation if the Customer agrees to the following:

The Software may cause the Customer's computer to AUTOMATICALLY CONNECT TO THE INTERNET. The Software may also require activation or registration.

#### 1. Grant of License:

Hot Door grants to Customer the right to install the Software on a storage device of up to the permitted number of computers that matches the number of Software licenses that Customer purchased. Each Software license purchased permits use on only one computer, excluding a secondary portable or home computer, that is not used at the same time as the primary computer. When using both Mac OS and Windows on the same or different machines, each operating system is considered, and is counted as, a separate computer.

If the Software is intended for network use, Hot Door grants the Customer the right to install and use the Software on a single file server for use on a single local area network for either (a) permanent installation on a storage device of up to the permitted number of computers OR (b) use of the Software over this network if the number of computers on which the Software is used does not exceed the permitted number of computers.

If the Software was registered to a company as indicated during the checkout process on the Hot Door online store, the Software is registered to the company. If the Software was registered to an individual as indicated during the checkout process on the Hot Door online store, the Software is registered to the individual irrespective of the company of employment.

#### 2. Trial use:

The Software that is provided without a serial number may only be installed if output files are produced for internal, non-commercial, and non-production purposes. The Software will operate in Trial mode for 7 (seven) days from the first launch. During this Trial period, the Software will be fully functional. At the end of the Trial period, the Software will expire and its features will no longer work. The Trial software is provided "as-is" and use of files created with the Trial software installed is entirely at Customer's own risk.

#### 3. Intellectual property:

The Software and any authorized copies that the Customer makes are the intellectual property of and are owned by Hot Door, Inc. and its suppliers. The Software is protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provisions. This agreement does not grant the Customer any intellectual property rights in the Software.

#### 4. Restrictions and transfer of rights:

The software is owned by Hot Door or its suppliers and is protected by United States copyright laws and the international treaty provisions. The Customer agrees not to reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to discover the source code of the Software. The Customer may not sell, rent, sublicense or lease the Software or Documentation.

The Customer agree that the Software is subject to restrictions and controls imposed by the United States Export Administration Act and regulations thereunder. The Customer agrees and certifies that neither the Software nor any direct product thereof is being or will be acquired, shipped, transferred or re-exported, directly or indirectly, into any country prohibited by the Act and the regulations thereunder. The Customer acknowledges that the Software is subject to the U.S. Export Administration Regulations (the "EAR") and that the Customer will comply with the EAR. The Customer will not export or re-export the Software, directly or indirectly, to: (a) any countries that are subject to U.S. export restrictions (including, but not limited to, Cuba, Iran, North Korea, Sudan, and Syria), (b) any end user whom the Customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems, or (c) any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government. In addition, the Customer is responsible for complying with any local laws in the Customer's jurisdiction which may impact its right to import, export or use the Software.

The Customer may not transfer its rights in the Software or authorize the Software to be copied onto another individual or company's computer except as may be expressly permitted herein. The Customer may permanently transfer all its rights to use the Software to another individual or legal entity provided that: (a) The Customer also transfers (i) this agreement, (ii) the serial number(s), the Software affixed to media provided by Hot Door or its authorized reseller; (b) The Customer retains no Updates, Prior Versions, or copies, including backups and copies stored on a Computer; and (c) the receiving party accepts the terms and conditions of this agreement and any other terms and conditions under which the Customer purchased a valid license to the Software.

#### 5. Updates:

If the Software is an Update to a prior version of Hot Door software (the "Prior Version"), then the Customer's use of this Update is conditional upon its retention of the Prior Version. Therefore, if the Customer validly transfers this Update, the Customer must transfer the Prior Version along with it. If the Customer wishes to use this Update in addition to the Prior Version, then the Customer may only do so on the same Computer on which it has installed and is using the Prior Version. Any obligations that Hot Door may have to support Prior Versions during the License Term may end upon the availability of this Update. No other use of the Update is permitted. Additional Updates may be licensed to the Customer by Hot Door with additional or different terms.

#### 6. Limited Warranty & Liability:

Hot Door warrants that, upon delivery by Hot Door, the media on which the Software program is distributed will be free from defects in materials and the Software will perform in accordance with the Documentation by Hot Door. To make a warranty claim for purchases made from Hot Door, submit a refund request to Hot Door by phone or email. To make a warranty claim for purchases made from an authorized Hot Door reseller, return the Software to the reseller along with a copy of the Customer's paid invoice within 90 days of the date the Customer received the software or within the period stated by the return policy of the supplier, whichever is sooner. If the Software fails to comply with the warranties set forth above, Hot Door will replace the media or refund the license fee the Customer paid for the software.

HOT DOOR DOES NOT AND CANNOT WARRANT THAT THE SOFTWARE IS FREE FROM ALL BUGS, ERRORS AND OMISSIONS. HOT DOOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY THE CUSTOMER. HOT DOOR OR ITS SUPPLIERS WILL IN NO EVENT BE LIABLE TO THE CUSTOMER FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING ANY LOST DATA, LOST PROFITS, OR LOST SAVINGS, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF A HOT DOOR REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above exclusions may not apply to the Customer.

#### 7. Government Licensee:

Hot Door Software and Documentation are provided with RESTRICTED RIGHTS. Use, disclosure and duplication are subject to Federal Acquisition Regulations, 52.227-7013 (c) (1) (ii).

#### 8. General:

This agreement shall be governed by the laws of the State of California excluding the application of its conflicts of law rules.

#### 9. Compliance with Licenses:

If Customer is a business, company, or organization, Customer agrees that, in addition to any license compliance checking performed by the Software, Hot Door or its authorized representative have the right, no more than once every twelve (12) months, upon seven (7) business days' prior notice to Customer, to inspect Customer's records, systems, and facilities to verify that its use of any and all Hot Door software is in conformity with its valid licenses. Hot Door has the right to review those Customer's records useful to determine whether installations of the Software have been serialized, and Customer shall provide such records to Hot Door promptly upon request. Additionally, Customer shall provide Hot Door with all records and information requested by Hot Door in order to verify that its use of any and all Hot Door software is in conformity with its valid licenses from Hot Door within thirty (30) days of Hot Door's request.

#### 10. Internet:

The Software may cause Customer's computer, without notice, to automatically connect to the Internet and to communicate with a Hot Door domain for purposes such as

license validation, Software updates, and providing Customer with additional information, features, or functionality. The Software may require Customer to (a) obtain a Hot Door ID or (b) activate or reactivate the Software. Such requirement may cause Customer's computer to connect to the Internet without notice on launch and on quit.

Whenever the Software makes an Internet connection and communicates with a Hot Door website, whether automatically or due to explicit user request, the Privacy Policy shall apply. Whenever the Software connects to Hot Door over the Internet, certain Customer information is collected and transmitted by the Software to Hot Door pursuant to the Hot Door Privacy Policy listed below.

As permitted by applicable law or as consented to by Customer, Hot Door may (a) send Customer messages to facilitate or deliver in-product marketing about the Software and other Hot Door products and Services pursuant to the Hot Door Privacy Policy listed below.

Hot Door may use such information to detect or prevent fraudulent or unauthorized use not in accordance with a valid license. Any determination by Hot Door of fraudulent or unauthorized use of the Software may result in reduced functionality and inoperability of the Software.

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#### PRIVACY POLICY

This privacy policy outlines the privacy practices of the Hot Door as they pertain to use of the Software.

##### 1. Collection of User Information ("User Information"):

When the Customer launches, activates, quits, or uses the Full, Trial or Demo version of the Software, Hot Door collects User Information including date, time, IP address, user name and company name provided in the Software activation dialog, serial number of the Software, and information about Adobe Illustrator including serial number, version, platform, locale, and bitness. Hot Door may also collect usage information including, but not limited to, tools, panels and menus used while running the Software. Hot Door will not collect any information regarding the actual art drawn during usage of the Software.

The user name and company name are optional when activating the Software.

##### 2. Use of the Customer's Information:

Hot Door uses, but is not limited to using, User Information to validate activations, improve products and Hot Door services, and enhance product security. User Information also helps Hot Door keep the Customer informed of updates and upgrades, market research, and special offers related to Hot Door and the Software. Hot Door retains the right to use company names in a partial client list available online.

##### 3. Protection of Information:

Employees and contractors of Hot Door sometimes have access to User Information in the course of assisting in operating the business and providing services to the Customer. Contractors include vendors and suppliers that provide Hot Door with technology, services, and/or content for the operation and maintenance of the Software. Employees and contractors have an obligation under their contracts with Hot Door to keep User Information confidential and to comply with privacy and security policies. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

Hot Door uses administrative, physical, and technical safeguards to help protect User Information. All data is transmitted to Hot Door servers using HTTP (HyperText Transfer Protocol).

##### 4. Information Sharing or Disclosure:

Hot Door does not rent, sell, or otherwise distribute any User Information it gathers. Notwithstanding the foregoing, if Hot Door or the Software is acquired by or merged with another company, Hot Door may, as part of such a transaction, permit the acquiring or merging party to access or own Hot Door's previously gathered User Information. In this event, Hot Door will notify the Customer before transferring User Information.

Hot Door may release User Information to third parties to comply with valid legal requirements such as a law, regulation, search warrant, subpoena or court order. In the event that Hot Door is legally compelled to disclose User Information to a third party, there will be reasonable efforts to notify the Customer unless doing so would violate the law or court order.

##### 5. Changes to Software End User License Agreement and Privacy Policy:

Hot Door reserves the right to change this Software End User License Agreement and Privacy Policy without advance notice to the Customer. The most current version of this Software End User License Agreement and Privacy Policy will be accessible from the website at [www.hotdoor.com](http://www.hotdoor.com). Customer should review the Software End User License Agreement and Privacy Policy periodically to confirm acceptance.

Please send email regarding any questions about this privacy policy or other concerns to [knock@hotdoor.com](mailto:knock@hotdoor.com).

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