

**CHOICEVIEW™ Visual IVR API
(FREE)
LICENSE TERMS
(August 9, 2012)**

Before using the ChoiceView™ Visual IVR API (Free) (“API”), you must read and agree to these license terms and conditions (“**Terms and Conditions**”). **If you disagree with any of theSE terms AND CONDITIONS, you may NOT use this API.** By accepting these Terms and Conditions, you are representing and warranting that you have the authority to bind the party using the API and you and that party are collectively referred to as “**you**” or “**your**” in these Terms and Conditions. Any use by you of the API constitutes your acceptance of these Terms and Conditions.

1. 1. Ownership

Radish Systems, LLC ("Radish") owns or controls all right, title and interest in and to the API, including without limitation all rights under patent law, copyright law, trademark law, trade secret law, unfair competition law, and any and all other proprietary rights.

1. 2. License Grant

Radish hereby grants you the limited, revocable, non-transferable, non-sublicensable, worldwide, non-exclusive right to use the API subject to these Terms and Conditions. You shall only use the API in compliance with these Terms and Conditions and all applicable laws and regulations, including but not limited to, copyright and other intellectual property laws and privacy regulations. There are no implied licenses under these Terms and Conditions, and any rights not expressly granted to you hereunder are reserved by Radish. Without limiting the foregoing, you shall not copy, distribute, sublicense, rent, lease, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the API. Furthermore, you may not use the API in any manner that could damage, disable, overburden, or impair any Radish site or service offering or otherwise interfere with any other party’s use and enjoyment of any Radish site or service.

1. 3. Restrictions; Representations

You will use the API only for development testing purposes for software applications and you will not use or distribute in any manner the API as part of any public or private software application.

You represent, warrant and covenant that your use of the API will not infringe any agreements or any third party rights. If your use violates such agreements or infringes upon such rights, Radish may impose restrictions upon, or suspend your use of, the API and Radish may take other legal action against you.

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Radish may, in its sole discretion, terminate or suspend your right to use the API if you violate any of these Terms and Conditions. Radish may choose to no longer offer the API at any time without notice to you or liability to Radish. You may terminate these Terms and Conditions at any time by removing the API from the devices on which you had installed it. Upon any termination of these Terms and Conditions, you shall immediately discontinue use of the API and destroy all copies of the API.

1. 5. Availability and Support

Radish will not be obligated to provide support in relation to the API. The API may not be made available twenty four (24) hours a day, and Radish may modify or discontinue use of the API at any time in Radish's sole discretion.

1. 6. Disclaimer of Warranties

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SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS OR LIMITATIONS ON LIABILITY. ONLY DISCLAIMERS OR LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU AND RADISH'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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1. 7. Limitation of Liability

RADISH WILL HAVE NO DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER LIABILITY WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, UNDER THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN THE EVENT THE ABOVE IS NOT ENFORCEABLE, RADISHRADISH'S AGGREGATE LIABILITY FOR YOUR USE OF THE API IS LIMITED TO US\$500. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE API, FROM INABILITY TO USE THE API, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE API (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

1. 8. Indemnification

You will indemnify, defend and hold Radish, its employees, agents, consultants, subsidiaries, partners, affiliates, and licensors harmless against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals) (collectively, "**Claims**") that may arise from or are related to your (i) use of the API; (ii) any alleged violation of these Terms and Conditions; (iii) any alleged violation of any agreement, applicable law or regulation; or (iv) alleged violation of any third party rights, including but not limited to third party intellectual property rights. At Radish's option, you will assume control of the defense and settlement of any Claim subject to indemnification by you (provided that, in such event, Radish may at any time thereafter elect to take over sole control of the defense and settlement of any such Claim, and in any event, you will not settle any such Claim without Radish's prior written consent).

1. 9. Amendments

Additional and/or modified terms of use relating to the API may be posted on www.RadishSystems.com at any time, and such terms shall automatically be effective. If Radish offers the API on another site or other sites, such additional and/or modified terms of

use may be posted on such site(s) at any time and such added or modified terms shall automatically be effective. If you do not agree with any such changes, you must terminate your use of the API.

1. 10. Law and Venue

Claims arising out of or relating to these Terms and Conditions will be governed by the laws of the State of Colorado (excluding its choice of law rules), United States of America. Any cause of action arising under or relating to these Terms and Conditions or the API must be brought exclusively in a court in Boulder, Colorado, United States.

1. 11. General

These Terms and Conditions constitute the entire agreement between you and Radish with respect to the API and supersede all other documents, writings, or agreements, contemporaneous and prior, between you and Radish with respect to the API. Radish's failure to enforce any provision of these Terms and Conditions will not be construed as a waiver of any provision or right. If a portion of these Terms and Conditions is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. Waiver by either party of a breach of any provision of these Terms and Conditions or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. Radish will not be liable in any amount for failure to perform any obligation under these Terms and Conditions if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of such party, including without limitation Internet outages, communications outages, fire, flood, war or act of God. The API and its underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a resident or national of) Cuba, Iraq, Iran, Libya, North Korea, Syria or any other country subject to United States embargo; or (b) to anyone on the US Treasury Department's list of Specially Designated Nationals or on the US Commerce Department's Denied Party or Entity List. You will comply with all US Export Laws. This contract is with Radish Systems, LLC, 1107 12th Street #184, Boulder, CO 80302, USA.

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