

DEVICEVM, INC. ("DEVICEVM") INTERNET WEB SITE TERMS OF USE

THE TERMS AND CONDITIONS SET FORTH BELOW (THE "TERMS") GOVERN YOUR USE OF THIS SITE ON THE WORLD WIDE WEB. THESE TERMS ARE A LEGAL CONTRACT BETWEEN YOU AND DEVICEVM, INC. ("WE" "US") AND GOVERN YOUR ACCESS TO, AND USE OF THE DEVICEVM WEBSITE LOCATED AT WWW.SPLASHTOP.COM (THE "SITE"). IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE AND/OR THE SERVICES OR ANY INFORMATION CONTAINED ON THE SITE. YOUR USE OF THIS SITE AND/OR THE SERVICES ON THIS SITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW. DEVICEVM MAY MAKE CHANGES TO THE SERVICES OFFERED ON THIS SITE, AT ANY TIME WITHOUT NOTICE, AND DEVICEVM CAN CHANGE THESE TERMS AT ANY TIME. DEVICEVM WILL POST UPDATED TERMS OF USE ON THE SITE AND PROVIDE NOTICE OF THIS BY SENDING E-MAIL NOTIFICATIONS TO REGISTERED USERS OF THE SITE. YOUR CONTINUED USE OF THE SITE AFTER SUCH CHANGES HAVE BEEN POSTED MEANS THAT YOU AGREE TO THE NEW TERMS, EVEN IF YOU HAVE NOT REVIEWED THE CHANGES.

YOU REPRESENT, ACKNOWLEDGE AND AGREE THAT YOU ARE AT LEAST 18 YEARS OF AGE –OR– THAT YOU ARE THE PARENT OR LEGAL GUARDIAN OF A USER THAT IS OVER THE AGE OF 13 AND YOU AGREE TO THESE TERMS. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A USER OF THIS SITE AND YOU HAVE QUESTIONS ABOUT THIS SITE OR THESE TERMS, PLEASE CONTACT AGENTS@SPLASHTOP.COM.

General Use Restrictions.

DeviceVM provides content, services and products through the Site. Certain information, documents, products and services provided on and through the Site, including content, trademarks, logos, graphics and images that are not Submissions (as defined below) (together, the "Materials") are provided to you by DeviceVM and are the copyrighted work of DeviceVM or DeviceVM's contributors. DeviceVM may provide you with certain proprietary software that you may download on this Site ("Software").

DeviceVM grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and use the services, the Site and the Software solely for your personal use if you are an individual and solely for business use if you are an organization or agent of your organization. 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 Site, any Materials or the Software on any legal basis.

Password Restricted Areas of the Site.

You may need a password to login to the Site and use certain functions and areas within the Site ("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 DeviceVM 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 DeviceVM of any unauthorized use of your account or any other breach of security in relation to the Site known to you. You will not use other members' contact information gathered from Restricted Areas of the Site for commercial purposes and agree not to provide any other member's contact information to any third party that is not a registered member of DeviceVM.

Fees and Electronic Communications.

You acknowledge that DeviceVM reserves the right to charge for certain services and to change its fees and/or fee structures from time to time in its discretion. You agree to pay all fees charged to your account based on DeviceVM's fees, charges, and billing terms in effect. You are responsible for paying any taxes that may apply.

By using the services, you consent to receiving electronic communications from DeviceVM and its third party partners and affiliates. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to our services. These electronic communications are part of your relationship with DeviceVM and you receive them as part of your subscription to the services. 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.

Your use of the Site is governed by the DeviceVM Privacy Policy, which is available at <http://www.splashtop.com/privacy/01.html> (the "Privacy Policy").

Third Party Content.

Certain information and content that are not Submissions may be provided by third party licensors and suppliers to DeviceVM ("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. DEVICEVM 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.

Links to Third Party Sites.

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

Submissions.

You acknowledge that you are responsible for the information and material that you submit, including, without limitation, comments, blog postings, actions, message board or other forum communications (each a "Submission") through posting areas, blogs, emails or other services available in connection with this Site, and that you, and not DeviceVM, will have full responsibility for each such Submission, including its legality, reliability, appropriateness, originality and copyright. Unless otherwise explicitly stated herein or in the DeviceVM Privacy Policy, you agree that any Submission provided by you in connection with this Site in public posting areas is provided on a non-proprietary and non-confidential basis. You agree that DeviceVM shall be free to use or disseminate a Submission which is posted in public posting areas on an unrestricted basis for any purpose. If you submit information to the Site, you grant DeviceVM a nonexclusive, worldwide, royalty-free license to (in any media now known or not currently known or invented) link to, utilize, use, copy, exploit, and prepare derivative works of the Submission. No information you submit shall be deemed confidential. However, DeviceVM agrees to use your information in accordance with DeviceVM's Privacy Policy applicable to personally identifiable information. YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO ANY INFORMATION YOU SUBMIT TO DEVICEVM, SUCH AS YOUR SUBMISSIONS. You further agree that you will not upload, post or otherwise make available on the Site 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 Submission.

You represent and warrant that: (i) you own the Submissions posted by you on or through the Site or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your Submissions on or through the Site 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 Submissions posted by you to or through the Site.

Posting Etiquette.

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

- Post off-topic messages.
- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Impersonate or represent DeviceVM, 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 DeviceVM 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.

This list of prohibitions is an example and is not complete or exclusive. These prohibitions do not require DeviceVM to monitor, police or remove any Submissions or other information submitted by you or any other user. DeviceVM reserves the right to (a) terminate your access to your account, your ability to post to the Site or the services and (b) refuse, delete or remove any Submissions or move any Submissions 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 DeviceVM determines is inappropriate or disruptive to the Site, services or to any other user of the Site and/or services. DeviceVM reserves the right to restrict the number of emails which you may send to other members and users to a number that DeviceVM deems appropriate in DeviceVM's sole discretion. DeviceVM 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 DeviceVM's discretion, DeviceVM 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 Site are solely between you and such other user. DeviceVM shall not be responsible for any loss or damage of any sort incurred as a result of any such interactions and/or dealings and DeviceVM will have no obligation to become involved in such dispute.

Unauthorized Activities.

Submissions and unauthorized use of any Materials or Third Party Content contained on this Site may violate certain laws and regulations. You shall indemnify and hold DeviceVM 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) DeviceVM 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 Site or the use of the Site by any person using your user name and/or password (including without limitation your participation in the posting areas or your Submissions) violates any applicable law or regulation, or the rights of any third party.

Proprietary Rights.

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

Unless otherwise specified, all information and screens appearing on this Site including documents, services, site design, text, graphics, logos, images and icons, as well as the selection and arrangement thereof, are the sole property of DeviceVM, Copyright © 2006-2007 DeviceVM. 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:

DeviceVM respects the intellectual property of others, and we ask you to do the same. DeviceVM may, in appropriate circumstances and at our discretion, terminate service and/or access to the Site or Restricted Areas of the Site 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 Site, please provide DeviceVM'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 DeviceVM to locate the material.
- Information reasonably sufficient to permit DeviceVM 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.

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

By mail:

Copyright Agent
c/o DeviceVM, Inc.
1054 South De Anza Blvd. Ste. 200
San Jose, CA 95129

By phone:

(408) 861-1088

By e-mail:

agents@splashtop.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.

Such written notice should be sent to our designated agent as follows:

By mail:

Copyright Agent
c/o DeviceVM, Inc.
1054 South De Anza Blvd. Ste. 200
San Jose, CA 95129

By phone:

(408) 861-1086

By e-mail:

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

DEVICEVM, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SITE, 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 SITE, INCLUDING WITHOUT LIMITATION THE MATERIALS, THE THIRD PARTY CONTENT AND THE SUBMISSIONS OF OTHER VISITORS TO THE SITE. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, THE SERVICES, SOFTWARE, MATERIALS, THIRD PARTY CONTENT, SUBMISSIONS, AND ANY INFORMATION OR MATERIAL CONTAINED ON THE SITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. DEVICEVM DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

Limitation of Liability.

DEVICEVM SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS

AND/OR SOFTWARE ON THE SITE OR RELATING TO YOUR SUBMISSIONS. IN NO EVENT SHALL DEVICEVM 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 DEVICEVM KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

Local Laws; Export Control.

DeviceVM controls and operates this Site 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 Site outside the United States of America, you are responsible for following applicable local laws.

General.

If you violate these Terms, DeviceVM may terminate your access to the Site or Restricted Areas without notice. DeviceVM prefers to advise you of your inappropriate behavior and recommend any necessary corrective action. However, certain violations of these Terms, as determined by DeviceVM, will result in immediate termination of your access to the Site or Restricted Areas. DeviceVM has the right to terminate any password-restricted account for any reason. 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 Site will be heard in the state and federal courts located in Santa Clara County, 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. DeviceVM's failure to enforce any of these Terms is not a waiver of such term. The Terms are the entire agreement between you and DeviceVM and supersede all prior or contemporaneous negotiations, discussions or agreements between you and DeviceVM about the Site. The proprietary rights, disclaimer of warranties, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.