

OFFICIAL RULES FOR PARACCEL'S DATA ANALYTICS INNOVATION AWARD

1. Contest Description: The ParAccel Innovation Award Contest (the "Contest") is designed to encourage eligible entrants to use their creativity to determine the best possible use of analytics whether in an organization or for personal use (use case). Facebook activity will be used to choose the winning entries and prizes will be awarded in accordance with these Official Rules (the "Rules").
2. Sponsorship and Eligibility: This contest is sponsored by ParAccel. There is no purchase necessary to enter or win. This contest is open to all individuals 18 years or older. ParAccel employees, interns, contractors, and their immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren), any representatives of ParAccel or other persons connected with the Contest are not eligible to participate.
3. Contest Period: The Contest period begins on October 26, 2011 at 9:00:00 A.M. Pacific Time and ends on January 31, 2011 at Midnight Pacific Time.
4. Contest Submission Information must: (a) be complete (as determined by ParAccel); (b) in English (unless otherwise specified); (c) submitted during the Contest Period; (d) be the participant's original idea (modification of an original work is not an original idea); (e) not contain material which is (or promote activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; (f) not include mention or performance of any copyrighted media production including but not limited to music, films, books, television programming, etc., or identifying descriptions of any media property; (g) not contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement, without limiting the forgoing, video/photo submissions must not include third party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures; (h) not feature music that is not originally written, performed and produced by entrant only; all music featured in any video/photo must be available to publicize and broadcast on a license-free, no compensation basis; (i) not include third parties, including but not limited to minors, celebrities and friends, who have not expressly authorized entrant to display their image, likeness or voice in any submitted video/photo or otherwise use such image, likeness or voice in accordance with these Rules. Any submission not meeting the above-mentioned criteria will be disqualified.

Entries sent by anyone who does not meet the Eligibility requirements or does not comply with these Rules will not be considered eligible entries. ParAccel accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused. Limit one entry per person during the Contest Period.

5. **Duties of Participants:** By entering, participants agree to be bound by these Rules, the Publicity and Liability Release and Statement of Eligibility (the "Release"), and the decisions of ParAccel which shall be final. Because these Rules form a legally binding agreement with respect to this Contest, please read them carefully. If you do not agree to the Rules, you are not eligible to participate in the Contest or to win a prize. You agree that submission of an entry in the Contest constitutes your agreement to these Rules. Entrants certify that their submission is original and that they are the sole and exclusive owner and rights holder of the submitted submission (or if they are not sole and exclusive owner and rights holder of the submission, that they have obtained the necessary permission to include the submission in the Contest) and that they have the right to submit the submission in the Contest. Each entrant agrees not to participate in the Contest in any manner that might: (a) infringe any third-party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; or (b) otherwise violate applicable law in any countries in the world. Data used in the submitted dashboard may be original or unoriginal. To the extent that the data used in the submitted dashboard is unoriginal, it must comply with the Rules stated above and herein and Entrants must seek permission to use the data from its owner and Entrants must comply with any and all applicable laws in any country with regard to the use of that data.
6. **Limitations of Liability and Releases:** This Contest is governed by the laws of the United States. All federal, state, and local laws apply. ParAccel and the employees, officers, directors, shareholders, agents, and representatives of ParAccel, affiliates, subsidiaries, and advertising, promotion and legal advisors are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (ii) telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, or difficulties; (iii) errors in transmission; (iv) any condition caused by events beyond the control of ParAccel that may cause the contest to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of a prize, or from participation in the Contest; or (vi) any printing, typographical, or other errors in any materials associated with the contest. The winner agrees (for himself or herself and his or her heirs) that, by accepting the prize, ParAccel, along with our affiliates and agents will have no liability, and will be held harmless by the winner for any liability, loss, injury or damage to property or person, including death, and reasonable attorney's fees and court costs, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize or participation in the Contest, even if caused or contributed to by our negligence. You agree that our decisions related to the Contest are final. Each winner agrees that, by participating in the Contest, ParAccel may use the winner's name, image or likeness in

any manner and in any medium for our promotional purposes without additional compensation, except where prohibited by law. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP INDEMNIFIED PARACCEL AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES RESULTING FROM ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU SET FORTH HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP INDEMNIFIED PARACCEL AT ALL TIMES FROM AND AGAINST ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES FOR OR IN RESPECT OF WHICH PARACCEL WILL OR MAY BECOME LIABLE BY REASON OF OR RELATED OR INCIDENTAL TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE RULES INCLUDING WITHOUT LIMITATION RESULTING FROM OR IN RELATION TO ANY BREACH, NONOBSERVANCE, ACT OR OMISSION WHETHER NEGLIGENT OR OTHERWISE, PURSUANT TO THESE RULES BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD PARACCEL, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND ASSIGNS HARMLESS FOR ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE CONTEST AND/OR USE OR ACCEPTANCE OF ANY PRIZE WON.

7. Violation of Contest Rules: By entering the Contest, agree to comply with and be bound by the Rules, which will also be posted on the Contest Website. Failure to comply with these Rules may result in your disqualification from the Contest. You further agree to comply with and be bound by the decisions of ParAccel and its judges, which are final and binding in all respects. ParAccel reserves the right in its sole discretion to disqualify any Entrant it finds to be: (1) tampering or attempting to tamper with the entry process or the operation of the Contest; (2) violating the Rules; (3) violating the terms of service, conditions of use or general rules or guidelines of any ParAccel property or service; (4) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or (5) failure to comply with the Rules or Release requirements. Return of any prize/prize notification may result in disqualification and selection of an alternate winner. Any false information provided within the context of the Contest by any Entrant concerning identity, postal address, ownership of rights or non-compliance with the Rules may result in the immediate disqualification of an Entrant from the Contest.
8. ParAccel further reserves the right to disqualify any entry that it believes in its sole and unfettered discretion, infringes upon any third party right, violates any law or otherwise does not comply with these Rules. In addition, any attempt by an entrant or any other individual to deliberately damage any property or undermine the legitimate operation of the contest may be a violation of criminal and civil laws. Should such an attempt be made, ParAccel reserves the right to seek damages from any such person to the fullest extent permitted by law.

9. Judging and Selection of Winners: Any submission that does not comply with the Rules will be disqualified and will not be judged. Entries which comply with the Rules will be judged by the following guidelines:

Each entry will be reviewed for the number of “likes” and “comments”. Very simply, the entries with the most likes and positive comments will be ranked highest and will be considered the top candidates for random selection.

If a winner is not able to accept his or her prize, then ParAccel reserves the right to award the prize to another Entrant.

10. Description of the Prizes: The winners will each win \$1000 in cash.

11. Notification of Winners; Substitution of Prizes: ParAccel will select one (1) winner each month during the Contest Period. Winners will be notified on or about the dates listed:

- October 31, 2011
- November 30, 2011
- December 31, 2011
- January 31, 2012

ParAccel will notify each potential winner by phone or email and he/she will be required to sign a Release in order to win the prize. If any winner does not respond to email notification or phone calls within two (2) days of its transmission, or should the email be returned as undeliverable or call not be returned for whatever reason after two (2) attempts, the prize will be forfeited and an alternate winner will be selected. In order to win the prize, potential prize winners will be required to sign and return a Release, within two (2) business days and provide any additional information that may be required by ParAccel such as tax filing documentation. Failure to sign the Release and or comply within this time period may result in disqualification and selection of an alternate winner. All taxes on prize are winners' responsibility. Limit 1 per prize per person no matter the number of submissions.

12. Media Activity: By participating in this Contest, you agree and hereby grant ParAccel permission to use, copy, modify, distribute, and publicly display your Contest submissions for any purpose, such as, but not limited to, press and media communications, without any compensation or attribution to you. You also agree to participate in any media or promotional activity regarding the Contest. If you are the winner, you agree that ParAccel may use your name and likeness to administer and promote the Contest and to conduct media interviews and promotional events,
13. No Recourse to Judicial or Other Actions: To the extent permitted by law, the rights to litigate, to seek injunctive relief, or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and you expressly waive any and all such rights.

14. Intellectual Property: Any intellectual property infringement, misuse or plagiarism of another's work in any form or state will result in immediate disqualification and forfeiture of eligibility to receive a prize. You also agree to allow ParAccel to make public statements regarding any disqualifications and any grounds for disqualification. All intellectual property and industrial property rights in any entries that belonged to the Entrants will remain with the Entrants, but the submissions will otherwise become the property of ParAccel, and will not be returned after the Contest. You grant ParAccel permission to use, copy, modify, distribute, and publicly display your Contest submission for any purpose, including display on the ParAccel website, without any attribution or compensation to you.
15. Severability: If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.