

Maintenance Connection Terms of Use

Welcome to the Maintenance Connection site on the World Wide Web (the "Site"). Maintenance Connection is an Internet community site run by Maintenance Connection, Inc. The terms and conditions set forth below (the "Terms") govern the use of this Site and are legally binding on you as the user, including your employer, employees, consultants, agents and customers as permitted. If you do not agree with one or more of the Terms, do not access or otherwise use this Site or any information contained on this Site. Your use of this Site is your agreement to abide by each of the Terms set forth below. **PLEASE READ THESE TERMS CAREFULLY.**

Welcome

As part of the Service, Maintenance Connection will provide Customer with use of the Service, including a browser interface and data encryption, transmission, access and storage. Customer's registration for, or use of, the Service shall be deemed to be Customer's agreement to abide by this Agreement including any materials available on the Maintenance Connection website incorporated by reference herein, including but not limited to the Privacy and Security Statements. For reference, a Definitions section is included at the end of this Agreement.

1. Charges and Payment of Fees

Customer shall pay all fees or charges to its account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be defined in the final license agreement. Payments should be made on a recurring basis consistent with the Initial Term. License fees are nonrefundable whether or not User licenses are actively used. Customer must provide Maintenance Connection with valid credit card or approved purchase order information as a condition to signing up for the Service. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term) (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month. Maintenance Connection reserves the right to change the fees, applicable charges and usage policies and to introduce new charges at any time, upon at least 30 days prior notice to Customer, which notice may be provided by e-mail.

2. Excess Data Storage Fees

The maximum disk storage space provided to Customer at no additional charge is a cumulative of 5 MB per User license. If the amount of disk storage required exceeds this limit, Customer will be charged the then-current storage fees. Maintenance Connection will use reasonable efforts to notify Customer when the average storage used per license reaches approximately 90% of the maximum; however, any failure by Maintenance Connection to so notify Customer shall not affect Customer's responsibility for such additional storage charges. Maintenance Connection reserves the right to establish or modify its general practices and limits concerning storage of Customer Data.

3. Billing and Renewal

Maintenance Connection charges and collects in advance for use of the Service. Maintenance Connection will automatically renew and bill Customer's credit card or issue an invoice to Customer (a) every quarter for quarterly licenses, (b) bi-annually for bi-annual licenses, or (c) each year on the subsequent anniversary for annual licenses. The renewal charge will be equal to the then-current number of total User licenses times the then-current license fee in effect at the time of renewal. Fees for other services will be charged on an as-quoted basis. Maintenance Connection's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Maintenance Connection's income.

Customer agrees to provide Maintenance Connection with complete and accurate billing and contact information. This information includes Customer's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Customer agrees to update this information within 30 days of any change to it. If the contact information Customer has provided is false or fraudulent, Maintenance Connection reserves the right to terminate Customer's access to the Service in addition to any other legal remedies.

For credit card payers, invoices will be generated at the start of a license or billing period and Customer's credit card will be charged simultaneously. If paying by other means, invoices will be generated at the start of a license or billing period and approximately one month in advance of the start of any renewal or subsequent billing period and shall be due within 30 days. Customer's account will be considered delinquent (in arrears) if payment in full is not received by the license or billing period start date.

Unless Maintenance Connection in its discretion determines otherwise: (i) entities with headquarters and a majority of users resident in the United States will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes ("U.S. Customers"); (ii) entities with headquarters and a majority of users resident in Japan will be billed in Japanese yen and subject to Japanese payment terms and pricing schemes ("Japanese Customers"); and (iii) all other entities will be billed in U.S. dollars, Euros or local currency and be subject to either U.S. or non-U.S. payment terms and pricing schemes at the discretion of Maintenance Connection ("Non-U.S./Japan Customers").

If Customer believes that the bill is incorrect, Customer must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

4. Non-Payment and Suspension

In addition to any other rights granted to Maintenance Connection herein, Maintenance Connection reserves the right to suspend or terminate this Agreement and Customer's access to the Service if Customer's account becomes thirty (30) days or more delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on

any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Customer will continue to be charged for User licenses during any period of suspension. If Customer or Maintenance Connection initiates termination of this Agreement, Customer will be obligated to pay the balance due on Customer's account computed in accordance with the Charges and Payment of Fees section above. Customer agrees that Maintenance Connection may charge such unpaid fees to Customer's credit card or otherwise bill Customer for such unpaid fees.

Maintenance Connection reserves the right to impose a reconnection fee in the event Customer is suspended and thereafter requests access to the Service. Customer agrees and acknowledges that Maintenance Connection has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Customer's account is 30 days or more delinquent.

5. Privacy & Security

Maintenance Connection's privacy and security policies may be viewed at <http://www.maintenanceconnection.com> (homepage footer). Maintenance Connection reserves the right to modify its privacy and security policies in its reasonable discretion from time to time.

6. License Grants

Maintenance Connection grants Customer a non-exclusive, non-transferable worldwide right to use the Service, solely for Customer's own internal business purposes subject to the terms of this Agreement. Subject to the terms of this Agreement, Customer grants to Maintenance Connection the non-exclusive, worldwide, right to use, copy, store, transmit and display Customer Data solely to the extent necessary to provide the Service as requested by Customer. Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Service or the Content, (ii) modify or make derivative works based upon the Maintenance Connection Technology or the Content; (iii) commercially exploit the Service or the Content in any way, or (iv) create Internet "links" to the Service or "frame" or "mirror" any Content contained in, or accessible from, the Service on any other server, wireless or Internet-based device. Maintenance Connection shall not use the Customer Data for any purpose other than to provide the Service to Customer. All rights not expressly granted to Customer are reserved by Maintenance Connection and its licensors.

7. Restrictions

You are permitted to store, manipulate, analyze, reformat, print, and display the Content only for your internal business use. Unauthorized use, resale or commercial exploitation of the Service and/or the Content in any way is expressly prohibited. You agree not to reverse engineer the Service, or access the Service in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service. You shall not copy, license, sell, transfer, make available, distribute, or assign

this license or the Content to any third-party. You shall not create Internet "links" to the Service or "frame" or "mirror" any Content contained on, or accessible from, the Service on any other

server or Internet-based device. You are advised to consult with your broker or other financial representative to verify pricing information prior to the execution of any security trade based upon the Content. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with Customer or otherwise changed job status or function and no longer require access to the Service.

8. Third-Party Interaction

Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Service or the Content, (ii) modify or make derivative works based upon the Maintenance Connection Technology or the Content; (iii) commercially exploit the Service or the Content in any way, or (iv) create Internet "links" to the Service or "frame" or "mirror" any Content contained in, or accessible from, the Service on any other server, wireless or Internet-based device. Maintenance Connection shall not use the Customer Data for any purpose other than to provide the Service to Customer.

9. Customer Responsibilities

Customer is responsible for any and all activities that occur under Customer's user accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with use of the Service. Customer shall: (i) notify Maintenance Connection immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Maintenance Connection immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer or its Users; (iii) assure that use of the Service shall at all times comply with all applicable local, state, federal, and international laws, regulations, and conventions, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data; and (iv) not impersonate another Maintenance Connection user or provide false identity information to gain access to or use the Service.

10. Account Information and Data

All data submitted by Customer to the Service, whether posted by Customer or by third parties, shall remain the sole property of Customer or such third parties, as applicable, unless specifically notified in advance. Customer, not Maintenance Connection, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data, and Maintenance Connection shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. In the event that Customer terminates this Agreement (other than by reason of Customer's breach), Maintenance Connection will make available to Customer a file of the Customer Data within 30 days of termination notice if Customer so requests. Maintenance Connection reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for cause, Customer's right to access or use Customer Data immediately ceases, and Maintenance Connection shall have no obligation to maintain or forward any Customer Data.

11. Termination/Reduction in Number of Licenses

This Agreement commences on the Effective Date. The Initial Term of this Agreement will be three months, six months, or one year as determined by Customer's agreement with Maintenance Connection, commencing on the date Customer agrees to pay for the Service by completing the online subscription form. This Agreement will automatically renew, for a term equal in duration to the Initial Term, upon the expiration of the Initial Term or any renewal term. Either party may terminate this Agreement or reduce the number of licenses, effective upon the expiration of the then current term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event that Customer terminates this Agreement (other than by reason of Customer's breach), Maintenance Connection will make available to Customer a file of its Customer Data within 30 days of termination if Customer so requests at the time notice of termination is given. Customer agrees and acknowledges that Maintenance Connection has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

12. Termination for Cause

Any breach of Customer's payment obligations or unauthorized use of the Maintenance Connection Technology or Service will be deemed a material breach of this Agreement. Maintenance Connection, in its sole discretion, may terminate Customer's password, account or use of the Service if Customer breaches or otherwise fail to comply with this Agreement. In addition, Maintenance Connection may terminate a free account if Customer does not first log on within 30 days after registration or if 90 days have passed since Customer last logged on. Customer agrees and acknowledges that Maintenance Connection has no obligation to retain the Customer Data, and will delete such Customer Data, if Customer has materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

13. Maintenance Connection Ownership

Maintenance Connection alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Maintenance Connection Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey any rights of ownership in or related to the Service, Maintenance Connection Technology or Intellectual Property owned by Maintenance Connection to Customer. The Maintenance Connection name, the Maintenance Connection logo, and the product names associated with the Service are trademarks of Maintenance Connection or third parties, and no right or license is granted to use them.

14. Third Party Rights

During use of the Service, Customer may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between Customer and the applicable third-party. Maintenance Connection and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Customer and any such third-party. Maintenance Connection does not endorse any sites on the Internet that are linked through the Service. Maintenance Connection is providing these links to Customer only as a matter of convenience, and in no event shall Maintenance Connection or its licensors be responsible for any content, products, or other materials on or available from such sites. Maintenance Connection provides its services to Customer pursuant to the terms of this Agreement. Customer recognizes, however, that certain third-party providers of ancillary software, hardware, or services may require Customer's agreement to additional or different license or other terms prior to Customer's use of or access to such software, hardware, or services on behalf of Customer.

15. Representation & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Maintenance Connection represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Maintenance Connection help documentation under normal use and circumstances. Customer represents and warrants that it has not falsely identified itself nor provided any false information to gain access to the Service and that Customer's billing information is correct.

16. Mutual Indemnification

Customer shall indemnify and hold Maintenance Connection, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Customer of the representations and warranties; or (iii) a claim arising from the breach by Customer or Users of this Agreement, provided in any such case that Maintenance Connection (i) gives written notice of the claim promptly to Customer (ii) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases Maintenance Connection of all liability and such settlement does not affect Maintenance Connection's business or Service); (iii) provides to Customer all available information and assistance; and (iv) has not compromised or settled such claim.

Maintenance Connection shall indemnify and hold Customer and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys'

fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or trademark of a third party; (ii) a claim, which if true, would constitute a violation of Maintenance Connection of the representations or warranties; or (iii) a claim arising from breach of this Agreement by Maintenance Connection; provided that Customer (i) promptly gives written notice of the claim to Maintenance Connection; (ii) gives Maintenance Connection sole control of the defense and settlement of the claim (provided that Maintenance Connection may not settle or defend any claim unless it unconditionally releases Customer of all liability); (iii) provides to Maintenance Connection all available information and assistance; and (iv) has not compromised or settled such claim. Maintenance Connection shall have no indemnification obligation, and Customer shall indemnify Maintenance Connection pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of Customer's products, service, hardware or business process(s).

17. Disclaimer of Warranties

Maintenance Connection AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT; Maintenance Connection AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;(III) THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS; AND (IV) ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY Maintenance Connection AND ITS LICENSORS.

18. Internet Delays

Maintenance Connection'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. Maintenance Connection IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

19. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer.

21. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to Afghanistan, Burma, Cuba, Iraq, Iran, Libya, Sudan, or any other countries to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using this site, User represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. User agrees to comply strictly with all U.S. and European Union export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

Maintenance Connection and its licensors make no representation that the Service is appropriate or available for use in other locations. If Customer uses the Service from outside the United States of America and/or the European Union, Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States Government or appropriate European body for such purposes.

22. Notice

Maintenance Connection may give notice by means of a general notice on the Service, electronic mail to Customer's e-mail address on record in Maintenance Connection's account information, or by written communication sent by first class mail or pre-paid post to Customer's address on record in Maintenance Connection's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Customer may give notice to Maintenance Connection (such notice shall be deemed given when received by Maintenance Connection) at any time by any of the following: letter sent by confirmed facsimile to

Maintenance Connection at the following fax numbers (whichever is appropriate): (888) 567-3434 FREE; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Maintenance Connection at the following addresses (whichever is appropriate): Maintenance Connection, 1477 Drew Ave, Suite 103, Davis, CA 95616, addressed to the attention of: Chief Financial Officer.

23. Modification to Terms

Maintenance Connection reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time and shall notify Customer by posting an updated version of this Agreement on the Service. Customer is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Customer's consent to such changes.

24. Assignment

This Agreement may not be assigned by Customer without the prior written approval of Maintenance Connection but may be assigned by Maintenance Connection to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

25. General

With respect to the U.S. Customers and Non-U.S./Japan Customers this Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or

causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Sacramento, California. Unless otherwise provided by Maintenance Connection in its discretion, Japanese Customers shall be governed by the Japanese language version of this Agreement accessible through <http://www.maintenanceconnection.com>. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and Maintenance Connection as a result of this agreement or use of the Service. The failure of Maintenance Connection to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Maintenance Connection in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between Customer and Maintenance Connection and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

26. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means this online services agreement, and any Order Forms, whether written or submitted online via the Online Order Center, and any materials available on the Maintenance Connection website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Maintenance Connection from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to Customer in the course of using the Service; "Customer, You or Customer's" means the individual or legal entity, its directors, officers, affiliates agents, and employees, as identified in the registration and identification data provided to Maintenance Connection via this web site; "Customer Data" means any data, information or material provided or submitted by Customer to Maintenance Connection in the course of utilizing the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "OK" option presented on the screen where this Agreement is displayed or the date Customer begins using the Service; "Initial Term" means the period during which Customer is obligated to pay for the Service equal to the billing frequency selected by Customer during the subscription process, i.e. if the billing frequency is quarterly, the Initial Term is one quarter; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature; "License Administrator(s)" means those Users designated by Customer who are authorized to purchase licenses online using the Online Order Center or by executing written Order Forms; "License Term(s)" means the period(s), excluding the Initial Term, during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s); "Order Form(s)" means the initial subscription for the Service and any subsequent order forms submitted online, specifying,

among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties and each such Order Form shall be incorporated into and become a part of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail; "Online Order Center" means Maintenance Connection's online application that allows the License Administrator designated by Customer to, among other things, add additional Users to the Service; "Maintenance Connection" means Maintenance Connection, Inc., a California corporation, having its principal place of business at 1477 Drew Ave, Suite 103, Davis, California 95616 and Maintenance Connection EMEA Limited (collectively "Maintenance Connection") "Maintenance Connection Technology" means all of Maintenance Connection's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by Maintenance Connection in providing the Service; "Service(s)" means the specific edition of Maintenance Connection's online customer relationship management, billing, data analysis, and other corporate ERP services identified during the ordering process, developed, operated, and maintained by Maintenance Connection accessible via <http://www.maintenanceconnection.com> or another designated web site or IP address or ancillary services rendered to Customer by Maintenance Connection, to which Customer is being granted access under this Agreement, including the [maintenanceconnection.com](http://www.maintenanceconnection.com) Technology and the Content; "System Administrator(s)" means those Users designated by Customer who are authorized to create User accounts and otherwise administer Customer's use of the Service; "User(s)" means Customer's, employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Maintenance Connection at Customer's request).

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@maintenanceconnection.com.

Trademarks

Maintenance Connection and [maintenanceconnection.com](http://www.maintenanceconnection.com) are trademarks or registered trademarks of Maintenance Connection, Inc. in the United States and other countries.