

TERMS OF USE

THE FOLLOWING TERMS OF USE (THE "TERMS OF USE") GOVERN YOUR USE OF THE ONLINE SERVICE (THE "SERVICE") PROVIDED BY RST ENTERPRISES, LLC DBA REDSANDZ TECHNOLOGY (THE "COMPANY"). PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICE. BY CLICKING "I ACCEPT" DURING THE ONLINE SIGNUP PROCESS, OR BY CLICKING "PURCHASE" WHEN ADDING ADDITIONAL ITEMS TO YOUR EXISTING SUBSCRIPTION, OR BY EXECUTING A SEPARATE WRITTEN AGREEMENT PROVIDED BY THE COMPANY THAT REFERENCES THESE TERMS OF USE, USER AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN. AS USED HEREIN, THE TERMS "COMPANY", "US," "WE," OR "OUR" MEAN RST ENTERPRISES, LLC DBA REDSANDZ TECHNOLOGY, OR ANY AFFILIATE OF RST ENTERPRISES, LLC THAT HOLDS YOUR ACCOUNTS OR PROVIDES YOU SERVICES AND ANY AGENT, INDEPENDENT CONTRACTOR, DESIGNEE, OR ASSIGNEE THE WE MAY, AT OUR SOLE DISCRETION, INVOLVE IN THE PROVISION OF THE SERVICE. IF YOU ARE ACTING ON BEHALF OF A LEGAL BUSINESS ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS OF USE, IN WHICH CASE THE TERMS "YOU," "YOUR," "USER" OR "USER'S" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE. THE COMPANY'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS STATED HEREIN, TO THE EXCLUSION OF ALL OTHER TERMS. IF THESE TERMS ARE ACCEPTED BY THE COMPANY, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

The web pages available at www.redsandz.com (or any other designated or linked web site or IP address owned by the Company) and all linked pages (the "Site") are owned and operated by the Company, and are accessed by you subject to these Terms of Use. We may amend or change these Terms of Use from time to time, in our sole discretion, by providing you written notice by electronic mail or by regular mail or by posting the updated terms on the Site. Please access and review the Terms of Use regularly. If you find the Terms of Use unacceptable to you at any time, please discontinue your use of the Service. Your use of the Service after we have made such changes available will be considered your agreement to the change.

THESE TERMS OF USE WERE LAST UPDATED FEBRUARY 15, 2013.

1. Browser Access and Internet Services.

As part of the Service, the Company will provide User with use of the Service, including a browser interface and data encryption, transmission, access and storage. User's registration for, subscription to, or use of, the Service shall be deemed to be User's agreement to abide by these Terms of Use, including any materials available on the Site which are incorporated by reference herein, including but not limited to the Company's privacy and security policies. For reference, a Definitions section is included at the end of these Terms of Use. By utilizing an encrypted browser interface, you may access the Service. You are responsible for obtaining a browser capable of a sufficiently high level of encryption to meet the systems requirements we establish from time to time. Your use of any browser may also be subject to the license agreements of the browser manufacturer, in addition to these Terms of Use. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks (to the extent the law allows you to do so). You acknowledge that you have requested the Service for your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing

information and initiating instructions and that you are satisfied with that assessment. We are not responsible for any Internet access services.

2. Privacy & Security.

The Company's privacy and security policies may be viewed on the Site. The Company reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. When users initially log in, they will be asked whether or not they wish to receive marketing and other non-critical Service-related communications from the Company from time to time. Users may opt out of receiving such communications at that time. Note that because the Service is a hosted, online application, the Company occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

3. License Grant & Restrictions.

The Company hereby grants User a revocable, non-exclusive, non-transferable, worldwide right to use the Service, solely for User's own internal business purposes, subject to these Terms of Use (the "License"). All rights not expressly granted to User are reserved by the Company and its licensors.

User shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) co-brand (i.e., display any name, logo, trademark or other means of attribution or identification of any party in such a manner reasonably likely to give a user the impression that such other party has the right to display, publish or distribute the Service or content accessible through the Service) the Service, the Content or any portion thereof; (iv) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device (whereby the Service or portion thereof will appear on the same screen with a portion of another website); or (v) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User agrees to cooperate with the Company in causing any unauthorized co-branding, framing or linking to immediately cease. The License may be used by any number of employees, representatives, consultants, contractors or agents within a single User organization, but cannot otherwise be shared or used by more than one User entity.

4. User's Responsibilities.

User is solely responsible for all activity occurring within User's account(s) and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with User's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. User shall: (i) notify the Company immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to the Company immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by User; and (iii) not impersonate another user or provide false identity information to gain access to or use the Service.

In addition, User is solely responsible for the content of all visual, written or audible communications sent by User. User agrees that it will not use the Service to send unsolicited mass mailings outside of User's organization. User further agrees not to use the Service to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although the Company is not responsible for any such communications, the Company may delete any such communications at any time without notice to User.

5. Account Information and User Data.

Basic User information, such as User name, address, phone number, and e-mail address, and financial qualification and billing information, and the number of users within the organization that will be using the Service, is subject to our privacy statement and policy (the "Privacy Policy") found on the Site.

Users of the Service will be using the Site to host confidential data and information about their tenants (“User Data”). The Company will not review, share, distribute, print, or reference any such User Data, except as provided herein, in the Privacy Policy, or as may be required by law. Individual records and User Data may at times be viewed, accessed or utilized by the Company for the purpose of resolving a problem, improving customer support or the Service, investigating a suspected violation of the Terms of Use, or as may be required by law. Of course, Users are responsible for maintaining the confidentiality and security of their user registration and password. User shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all User Data, and the Company shall not be responsible or liable for the deletion, correction, destruction, damage, inaccuracy, loss of or failure to store any User Data. The Company reserves the right to withhold, permanently remove and/or discard User Data without notice for any breach of the Agreement, including, without limitation, User’s non-payment of Service fees. Upon termination, User’s right to access or use User Data shall immediately cease, and the Company shall have no obligation to maintain, preserve or forward any User Data.

6. Technical, Customer, and Sales Support.

Technical, customer, and sales support is only provided via email or other online means and is not provided via phone or traditional mail. User acknowledges and agrees that technical processing of User Data is and may be required: (a) for the Service to function; (b) to conform to the technical requirements of connecting networks; (c) to conform to the technical requirements of the Service; or (d) to conform to other, similar technical requirements. User also acknowledges and agrees that the Company may access User’s account and User Data and its contents as necessary to identify or resolve technical problems, respond to complaints about the Service, or to improve the Service generally.

7. Intellectual Property Rights.

The Site and the Contents are intended solely for the use of authorized users and may only be used in accordance with the terms of the Agreement. The Company (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Content, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by User or any other party relating to the Service. This Site is protected by copyright as a collective work and/or compilation, pursuant to US copyright laws, international conventions, and other copyright laws. User may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in these Terms of Use), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Service, in whole or in part; except that User may print a copy of Content solely for User’s personal use, and in doing so, User will not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Nothing stated herein shall be deemed to constitute a sale or other conveyance to User of any rights of ownership in or related to the Service, the Content, or any related Intellectual Property Rights. The REDSANDZ name, the REDSANDZ logo, and the product names associated with the Service are trademarks of the Company or third parties, and no right or license is granted to use them. Accordingly, User will not reproduce, transmit, publish or distribute such Content to any third party without the express written consent of the Company, which may be granted or withheld in the Company’s sole and absolute discretion.

8. Third Party Interactions.

During use of the Service, User 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 User and the applicable third-party. The Company and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between User and any such third-party. The Company does not endorse any sites on the Internet that are linked through the Service or the Site. The Company provides these links to User only as a matter of convenience, and in no event shall the Company or its licensors be responsible for any content, products, or other materials on or available from such sites. User recognizes, however, that certain third-party providers of ancillary software, hardware or services may require User’s agreement to additional or different license or other terms prior to User’s use of or access to such software, hardware or services.

9. Charges and Billing.

The Company charges and collects in advance for use of the Service. The Company will automatically renew User's subscription and charge User's credit card every month or year, depending on User's subscription type. All currency references are in U.S. dollars. Please note payment for the Service is **non-refundable** once User has subscribed to the Service, whether on a monthly or annual basis. There will be no refunds or credits for partial months or years of service. All subscription fees are non-refundable. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and **User shall be responsible for payment of all such taxes, levies, or duties.** The Company charges for the Service excludes taxes, phone and Internet access charges and other data transmissions. Currency exchange settlements are based on your agreement with your payment method provider. These taxes and charges are your responsibility. The Company reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 15 days prior notice to User, which notice may be provided by e-mail or posted on the Site.

User has the ability to upgrade or downgrade the Service at any time during the term (downgrades are only available with monthly subscription accounts, from one paying level to another -- downgrades from paying accounts to free accounts are not possible). Such upgrade or downgrade will take effect as of the next applicable billing cycle. For any upgrade or downgrade in package level, the credit card that you provided in connection with your registration for the Service will automatically be charged the new rate on your next billing cycle. In the case of downgrades to a monthly subscription, there will be no refunds or credits for partial months of service. The expiration/renewal date of Service, whether monthly or annual, will not change. Fees may not be credited towards other Services.

User agrees to provide the Company with complete and accurate billing and contact information. This information includes User's legal name or company name, credit card and billing address, e-mail address, name and telephone number of an authorized billing contact. User agrees to update this information immediately upon any changes to such information or in the event of a lost or stolen credit card. User must provide the Company with a valid credit card as a condition to subscribing to the Service, and must maintain a valid credit card on file on User's My Account page at all times while subscribed to the Service. If the contact or billing information User has provided is false or fraudulent or if User fails to maintain a valid credit card on file as required herein, the Company reserves the right to terminate User's access to the Service in addition to any other legal remedies.

Regardless of User's payment method, User's subscription to the Service authorizes the Company to charge User's credit card. This authorization shall remain valid until 30 days after termination or cancellation of User's account, whereupon the Company may charge User's credit card for any outstanding charges as may be applicable.

10. Excess Data Storage Fees.

The maximum disk storage space provided to User at no additional charge is 500 MB per account. If the amount of disk storage required exceeds these limits, User will be charged the then-current storage fees. The Company shall not be responsible for notifying User when their total storage used reaches its approximate maximum; furthermore, any failure by the Company to so notify User shall not affect User's responsibility for such additional storage charges. The Company reserves the right to establish or modify its general practices and limits relating to storage of User Data.

11. Renewal.

User's subscription to the Service will automatically renew and User's credit card will be charged every month or year at the commencement of each consecutive renewal term, which shall be monthly or annual depending on User's subscription type, unless User elects to cancel the Service or we terminate your subscription as provided herein. The renewal charge will be based upon the then-current license fee in effect at the time of renewal. As stated above, The Company's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and User shall be responsible for payment of all such taxes, levies, or duties.

12. Non-Payment and Suspension.

In addition to any other rights granted to the Company herein, the Company reserves the right to suspend or terminate this Agreement and User's access to the Service if User's account becomes 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 interest rate permitted by law, whichever is less, plus all expenses of collection. If User or the Company terminates this Agreement and User's access to the Service, User will be obligated to pay the balance due on User's account computed in accordance with the Charges and Payment of Fees section above. User agrees that the Company may charge such unpaid fees to User's credit card or otherwise bill User for such unpaid fees.

The Company reserves the right to impose a reconnection fee in the event User is suspended and thereafter requests access to the Service. User agrees and acknowledges that the Company has no obligation to retain User Data and that such User Data may be irretrievably deleted if User's account is 15 days or more delinquent.

13. User Cancellation and Termination upon Expiration.

Subject to the terms and conditions of this Agreement, User may cancel the Service from the My Account page of User's account at any time, unless bound by an annual term. Such cancellation may be by either (a) certified mail, or (b) by email or telephone which receipt is confirmed in writing by the Company.

For monthly subscriptions, User is purchasing the Service for full monthly terms, meaning if User attempts to terminate Service prior to the end of a monthly term, User will be responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges, which will immediately become due and payable.

For annual subscriptions (i.e., twelve (12) months), User is purchasing the Service for the full annual term, to be paid in advance annually. User's annual subscription will automatically renew after the initial fixed term is over. Early cancellation of an annual subscription is not eligible for any refund, whether in whole or in part, and may also result in the loss of promotional consideration.

If User cancels the Service before the end of the term, the cancellation will take effect immediately. Upon cancellation, User will no longer have access to the Site and all information contained within User's account and User Data will automatically, permanently and irreversibly be deleted. The Company accepts no liability for such deleted information or User Data. Expiration of the term or termination of Service will not excuse User from paying all accrued and unpaid charges due under this Agreement.

14. Termination by the Company.

Any breach of User's payment obligations or unauthorized use of the Service will be deemed a material breach of this Agreement. The Company, in its sole discretion, may terminate User's password, account or use of the Service if User breaches or otherwise fails to comply with this Agreement. The Company may terminate any User account, at its sole discretion, with prior written notice delivered at least one week prior to the end of User's subscription term. In addition, the Company may terminate a free trial account at any time in its sole discretion. User agrees and acknowledges that the Company has no obligation to retain the User Data after termination, and may delete such User Data at any time if User has materially breached the Agreement.

If the User's credit card is invalid, the User will be notified to provide a valid credit card within 72 hours. If the subsequent credit card provided is invalid, the User will have 72 hours to provide a new card. If the third credit card provided is invalid, the Service may be cancelled and all the information contained within deleted permanently. The Company accepts no liability for information that is deleted due to an invalid credit card.

15. Representations & Warranties.

Each party represents and warrants that it has the legal power and authority to enter into the Agreement. The Company 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 Company's online help documentation under normal use and circumstances. User represents and warrants that User has not falsely identified itself nor provided any false information to gain access to the Service and that User's billing information is correct.

16. Indemnification.

User shall indemnify, defend and hold the Company, its licensors, content providers, service providers and contractors, and each such party's parent organizations, subsidiaries, affiliates, members, managers, officers, directors, employees, attorneys and agents (collectively, the "Indemnified Parties") harmless from and against any and all claims, demands, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any breach of the Agreement by User, including any use of Content other than as expressly authorized in these Terms of Use, and including, without limitation: (i) a claim alleging that use of the User Data infringes the rights of, or has caused harm to, a third party; or (ii) a claim, which if true, would constitute a violation by User of User's representations and warranties. User will also indemnify, defend and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of User's use of any information accessed from the Service.

17. Disclaimer of Warranties.

User will have access to a variety of sources of content through the Internet. The Company has made no effort to verify the accuracy or suitability of any information contained in any such sources. Accordingly, the Company will have no liability or responsibility whatsoever for any content contained within any such sources. User accesses, uses and relies upon such content at User's own risk. User understands further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive. User accesses such materials at User's risk. The Company has no control over and accepts no responsibility whatsoever for such materials. User understands that, except for information, products or services clearly identified as being provided by the Company, the Company does not operate, control or endorse any information, products or services on the Internet in any way. User also understands that the Company cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. Each User is responsible for implementing sufficient procedures and checkpoints to satisfy User's particular requirements for security and accuracy of data input and output, and for maintaining a means external to the Service for the reconstruction of any lost data. The Company does not assume any responsibility or risk for User's use of the Internet.

THE COMPANY AND ITS LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. THE COMPANY 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 USER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA, INCLUDING BUT NOT LIMITED TO USER DATA, WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY USER THROUGH THE SERVICE WILL MEET USER'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. THE SERVICE AND ALL CONTENT ARE PROVIDED TO USER STRICTLY ON AN "AS IS" BASIS. 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 THE COMPANY AND ITS LICENSORS.

18. Internet Delays and Electronic Communications Privacy Act Notice.

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

ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18 U.S.C. 2701-2711): WE MAKE NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED TO THE SITE OR ANY WEB SITE LINKED TO THE SITE. WE WILL NOT BE LIABLE FOR THE PRIVACY OF THE INFORMATION, USER DATA, E-MAIL ADDRESSES, REGISTRATION AND IDENTIFICATION INFORMATION, STORAGE SPACE, COMMUNICATIONS, CONFIDENTIAL OR TRADE-SECRET INFORMATION, OR ANY OTHER CONTENT TRANSMITTED OVER NETWORKS ACCESSED BY THE SITE, OR OTHERWISE CONNECTED WITH YOUR USE OF THE SITE.

19. Limitation of Liability.

IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY EXCEED THE SUBSCRIPTION FEE (OR IN THE CASE OF AN ANNUAL SUBSCRIPTION, ONE TWELFTH (1/12) OF THE SUBSCRIPTION FEE) ACTUALLY PAID BY USER FOR THE SUBSCRIPTION PERIOD IN WHICH THE EVENT GIVING RISE TO SUCH CLAIM OCCURS. IN NO EVENT SHALL THE COMPANY OR ITS LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO USER IN CONNECTION WITH THE SERVICES BE LIABLE TO ANYONE UNDER ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS, LOST BUSINESS REVENUE, OTHER ECONOMIC LOSS OR ANY LOSS OF RECORDED DATA, INCLUDING BUT NOT LIMITED TO THE LOSS OF USER DATA, QUICKBOOKS COMPANY FILE(S) OR ANY OTHER DATA, 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 CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, LOSS OR DELETION, UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF USER DATA THROUGH ACCIDENT, FRAUDULENT MEANS OR ANY OTHER METHOD REGARDLESS OF CAUSE IN THE CONTENT OR NEGLIGENCE ON THE PART OF THE COMPANY OR ITS SERVICE PROVIDERS, 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. Company Forms and Documents.

The Company's standard forms and documents (the "Forms") are provided purely as a service to User and are not intended to provide specific commercial, financial, investment, accounting, tax, or legal advice. User acknowledges and agrees that the Forms do not constitute legal advice or representation, and that any use or reliance on the Forms shall be entirely at User's own risk. User must consult an attorney before using or relying on the Forms. The Forms are provided solely for User's own personal, non-commercial use and not for purposes of resale, distribution, third-party use, public display or performance, or any other uses by User in any form or manner whatsoever. In no event shall the Company or its Indemnified Parties be liable for any direct, indirect, consequential or exemplary damages or expenses (including attorney's fees and costs) or any claim arising from or in connection with the use of the Forms. The use of the Forms is subject to these Terms of Use.

21. Force Majeure.

If an party's performance under the Agreement, other than the payment of money, is prevented or delayed by fire, flood, earthquake, acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, labor troubles, shortages of supplies, telecommunications, internet or utility failures, outages, interruptions or brownouts, action of any regulatory authority, or any other cause beyond the reasonable control of such party, then the non-performing or delayed party shall be excused for such non-performance or delay for as long as such force majeure event continues.

22. Claim Deadline.

TO THE FULLEST EXTENT PERMITTED BY LAW, NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE SERVICE OR TO THE AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE FACTS OR CIRCUMSTANCES GIVING RISE TO SUCH ACTION HAVE BECOME KNOWN TO THE PARTY INTENDING TO PURSUE SUCH ACTION.

23. Additional Rights.

Certain states and/or jurisdictions limit or do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you, or be limited in scope.

24. Local Laws and Export Control.

The Company 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. User acknowledges and agrees that the Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as 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 the Service, User represents and warrants that User 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.

The Service 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.

The Company and its licensors make no representation that the Service is appropriate or available for use in other locations. If User uses the Service from outside the United States of America, User is solely responsible for compliance with all applicable laws, including without limitation taxes, export and import regulations of other countries. Any diversion of the Content contrary to United 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.

25. Notice.

The Company may give notice by means of a general notice on the Site, electronic mail to User’s e-mail address on file with the Company, or by written communication sent by first class mail or pre-paid post to User’s address on file with the Company. 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). User may give notice to the Company (such notice shall be deemed given when received by the Company) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to the Company at the following address: 2528 East 2150 South Saint George, Utah, USA 84790 addressed to the attention of: Billing. To terminate or cancel the Service, User shall abide by the terms and conditions set forth in Sections 12 and 13 hereto, as appropriate.

26. Modification to Terms.

The Company reserves the right to modify these Terms of Use or its policies relating to the Service at any time, effective upon posting of an updated version of these Terms of Use on the Site. User is responsible for regularly

reviewing these Terms of Use. Continued use of the Service after any such changes shall constitute User's consent to such changes.

27. Assignment.

The Agreement may not be assigned by User without the prior written approval of the Company; however, the Agreement may be assigned without User's consent by the Company to (i) a parent or subsidiary of the Company, (ii) an acquirer of assets, or (iii) a successor by merger or consolidation. Any purported assignment in violation of this section shall be void.

28. Resale of Service.

User agrees not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written approval of the Company.

29. No Third Party Beneficiaries.

No provision of the Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

30. General.

The Agreement shall be governed by Utah 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 Washington County, Utah. The Agreement has been prepared in the English language and such version shall be controlling in all respects and any non-English version of the Agreement is solely for accommodation purposes. 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 these Terms of Use. If any provision of the 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 User and the Company as a result of this Agreement or use of the Service. The failure of the Company to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. These Terms of Use, together with any applicable Order Form, and any materials on the Site specifically incorporated by reference herein, comprises the entire agreement between User and the Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. All beta software agreements posted on the Site are incorporated herein and made part of these Terms of Use by reference. User acknowledges that any use of the Service contrary to these Terms of Use, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Service, may cause irreparable injury to the Company, its affiliates, suppliers and any other party authorized by the Company to resell, distribute, or promote the Service ("Resellers"), and under such circumstances the Company, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

31. Definitions.

As used in these Terms of Use and in any Order Forms now or hereafter associated herewith: "*Agreement*" means these Terms of Use, any Order Forms, whether written or submitted online, and any materials available on the Site specifically incorporated by reference herein, as such materials, including these Terms of Use, may be updated by the Company 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 User in the course of using the Service or the Site; "*Initial Term*" means the initial period during which User is obligated to pay for the Service equal to the billing frequency selected by User during the subscription process (e.g., if the billing frequency is monthly, the Initial Term is the first month); "*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 anywhere in the world; “*License Administrator(s)*” means the individual(s) designated by User who are authorized to purchase licenses online using the Online Order Center or by executing written Order Forms and to create User accounts and otherwise administer User’s use of the Service; “*License Term(s)*” means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s); “*Order Form(s)*” means the form evidencing the initial subscription for the Service and any subsequent Order Forms submitted online or in written form, 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, each such Order Form to be incorporated into and to become a part of the Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of the Agreement shall prevail); “*Online Order Center*” means the Company’s online application that allows the License Administrator designated by User to, among other things, add additional Users to the Service; “*Service(s)*” means the specific edition of the Company’s online property management, portfolio management, lease administration, billing, data analysis, contact management, activity management or other services identified during the ordering process, developed, operated, and maintained by the Company, accessible via the Site or another designated web site or IP address, or ancillary services rendered to User by the Company, to which User is being granted access under the Agreement; “*User(s)*” means User’s employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by User (or by the Company at User’s request). “*User Data*” means any data information or material about User’s tenants provided or submitted by User to the Service in the course of using the Service.