

MAINTENANCE PARTNER, LLC TERMS AND CONDITIONS

ATTENTION: PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY BEFORE USING THIS WEBSITE (“SITE”). USING THIS SITE INDICATES THAT YOU HAVE READ AND ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THIS SITE. THESE TERMS GOVERN YOUR USE OF THE SITE, ANY CONTENT (SUCH AS TEXT, DATA, INFORMATION, SOFTWARE, GRAPHICS, OR PHOTOGRAPHS) THAT MAINTENANCE PARTNER, LLC MAY MAKE AVAILABLE THROUGH THE SITE (COLLECTIVELY, “CONTENT”) AND ANY SERVICES THAT MAINTENANCE PARTNER MAY PROVIDE THROUGH THE SITE (COLLECTIVELY, “SERVICES”).

Welcome. Maintenance Partner, is intended for use only by authorized users who subscribe to the service. The term “you” or “your” refers to the individual or legal entity, as applicable, that registers for and/or uses the Service. If you do not have such authority, or if you do not agree with these terms, you must not use the Service. As part of the Service, Maintenance Partner will provide an interface to your browser as well as data encryption, transmission, access, and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement.

Price and Payment. You will pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. You must provide Maintenance Partner with a valid credit card number as a condition to signing up for the Service.

Charges. Maintenance Partner will automatically renew and bill your credit card or issue an invoice to you every month. After the initial monthly billing period, Maintenance Partner may increase the monthly subscription fee, however in no event will increase be greater than 10% over any 12-month period, except costs associated with additional Licensor software options or users added to the System by Licensee.

You must cancel at least 7 days before your monthly renewal date. Your renewal date is the day of the month of your first order. For example if you purchased Maintenance Partner on June 12th then your renewal date is the 12th. You can continue to access Maintenance Partner until your renewal date. No refunds will be issued.

Non-Payment. If timely payment is not received or cannot be charged to your credit card for any reason, Maintenance Partner reserves the right either to suspend or terminate your access to the Service. If Maintenance Partner receives a cancellation notice from you, you will be obligated to pay any balance due on your account. You agree that Maintenance Partner may

charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Non-Transferable License. Maintenance Partner and its licensors grant to you a personal, non-exclusive, non-transferable license to use and display the Content contained in or made available through the Service solely for your own internal business purposes. All rights not expressly granted by Maintenance Partner to you are retained by Maintenance Partner.

Restrictions. You are permitted to store, manipulate, analyze, reformat, print, and display the Content only for your personal use. Unauthorized use of the Service, or the resale of the Services, is expressly prohibited. You shall not copy, license, sell, transfer, transmit, make available, distribute, publish, or assign this license or the Content in any format to any third party. In addition, you shall not create an Internet "link" to the Service from other sites or "frame" or "mirror" any Content contained on, or accessible from, this Service on any other server or Internet-based device

Links to Third Party Sites. Maintenance Partner does not endorse any sites on the Internet that are linked through the Service. Maintenance Partner provides these links to you only as a matter of convenience, and in no event shall Maintenance Partner be responsible for any content, products, or other materials on or available from such sites.

User Accounts. A user account is required to access the Service and may be accessed and used only by those authorized individuals who are registered with Maintenance Partner. To open a user account, you or your company must complete the registration process by providing Maintenance Partner with current, complete, and accurate information. In registering for the Service, you and your company's users agree to submit accurate, current, and complete information about you and your organization and promptly update such information. Should Maintenance Partner suspect that such information is untrue, inaccurate, not current, or incomplete, Maintenance Partner has the right to suspend or terminate your usage of the Service. You will choose a personal, non-transferable password.

User Responsibilities. You are also solely responsible for any and all activities that occur under your account and for ensuring that you exit or log-off properly from your account at the end of each session of use. You shall notify Maintenance Partner immediately of any unauthorized use of your password or account or any other breach of security that is known or suspected by you. You shall also use your best efforts to stop immediately any copying or distribution of Content that is known or suspected by you. Maintenance Partner shall not be responsible for any 1) unauthorized access to, or alteration of, your transmissions or data, 2) any material, information or data sent or received by you, regardless of whether the data is actually received by Maintenance Partner, or 3) any transactions entered into by you through the Service or 4) your failure to abide by this Agreement.

Account Information and Data. Maintenance Partner does not own any data, information or material that you submit to the Service ("Data"). Maintenance Partner will not monitor, edit, or disclose any information regarding you or your account, including any Data, without your prior permission except in accordance with this Agreement. Please be aware that Maintenance Partner does provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties but such information will not include personally identifying information and your Internet protocol address is not transmitted with each message sent from your Maintenance Partner account. Maintenance Partner may access your account, including its Data, to respond to service or technical problems or as stated in this Agreement. You, not Maintenance Partner, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and Maintenance Partner shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data.

Use, Storage and Other Limitations. Maintenance Partner reserves the right to establish or modify general practices and limits concerning use of the Service, including without limitation the maximum number of days that Content will be retained by the Service and the maximum disk space that will be allotted on Maintenance Partner's servers on your behalf.

User Conduct. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the Service. In addition, without limitation, you agree not to use the Service to: (a) use information from the Service in connection with sending unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) harvest, collect, gather, or assemble information or data regarding other users, including e-mail addresses, without their consent; (c) transmit through or post on the Service unlawful, harassing, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, abusive, libelous, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; (d) transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright, or right of publicity; (e) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs, and cancelbots; (f) interfere with or disrupt servers or networks connected to the Service or violate the regulations, policies, or procedures of such networks; (g) attempt to gain unauthorized access to the Service, other accounts, computer systems, or networks connected to the Service through password mining or any other means; or (h) harass or interfere with another user's use and enjoyment of the Service.

Customer Service Level Agreement. The expected service level for Maintenance Partner is 99.8% up-time. This excludes problems caused by you or by non- Maintenance Partner service providers.

Maintenance Partner is available 24 hours per day, 7 days per week except for periods when it is unavailable for scheduled maintenance of the software, hardware, network, or other service components. You will be notified at least 24 hours before any scheduled maintenance is performed. Scheduled maintenance is never performed during Normal Business Hours. Normal Business Hours are 8:00 am to 5:00 pm CST Monday through Friday.

Maintenance Partner is considered to be down if the Internet connection is down for a period greater than 60 minutes. Since connection involves multiple, redundant links to multiple upstream providers, this means that ALL connections are unavailable for that period.

For each single outage that is greater than 60 minutes, Maintenance Partner clients will receive credit for one day of all applicable charges (one-thirtieth of the applicable monthly service charge adjusted by any discounts). A maximum of 7 days of credit is available during any one calendar month. Credit is not available if failure is due to: a fault in your data; a fault outside the Maintenance Partner network; scheduled maintenance; customer acts or omissions; and circumstances beyond Maintenance Partner's reasonable control. Additionally, you will not receive credits for any period in which you received the services at no cost. If you are entitled to receive credits in any calendar month, the total amount credited to you in connection with any failure shall not exceed the monthly recurring charges otherwise payable by you in such calendar month. The credit provided shall be your sole and exclusive remedy for any failure by Maintenance Partner to provide adequate service level including, but not limited to, any outages or network congestion. Credits will be calculated from the total monthly software charge from the month the outage occurred. In order to receive credit as stated above, you must notify Maintenance Partner within 7 days from the time you become eligible to receive such credits.

Termination. Maintenance Partner, in its sole discretion, may terminate your password, account, or use of the Service and remove and discard any Data within the Service if you fail to comply with this Agreement. You may terminate your user membership upon notice to Maintenance Partner at any time. Maintenance Partner shall make available a file of your Data, provided that you request the Data file within (30) days of termination. In addition, Maintenance Partner may terminate your account if you do not first log-on within 30 days after registration or 90 days since your last log-on. Upon termination of an account, your right to use such account and the Service immediately ceases. Maintenance Partner shall have no obligation to maintain any Data stored in your account or to forward any Data to you or any third party, other than that provided for above.

Privacy Policy. [link to Privacy Policy](#)

Cookies. Cookies are files that your web browser places on your computer's hard drive and are used to tell us whether you have visited the Service previously. Maintenance Partner uses a persistent cookie to help save and retrieve usernames used on the Service. Maintenance Partner issues a session cookie only to record encrypted authentication information for the duration of a specific session. The session cookie does not include either the username or password of the user.

Proprietary Rights. Except for the licenses granted herein, you have no right, title, or interest in or to the Service or any Content. You agree that Maintenance Partner or its licensors retain all proprietary right, title, and interest, including copyright and all other intellectual property rights, in and to the Service and Content, including, without limitation, stories, articles, text, images, and other multimedia data. Maintenance Partner and/or other Maintenance Partner products and services referenced herein are either trademarks or registered trademarks of Maintenance Partner. The names of other companies and products mentioned herein may be the trademarks of their respective owners.

Indemnification. You shall hold Maintenance Partner, its licensors, and each such party's parents, 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 your use of the Service (including the Content) or breach of this Agreement.

Disclaimer of Warranties. MAINTENANCE PARTNER, LLC 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 PARTNER, LLC AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) 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, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (V) ERRORS OR DEFECTS WILL BE CORRECTED, (VI) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU 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 MAINTENANCE PARTNER, LLC AND ITS LICENSORS.

Limitation of Liability. IN NO EVENT SHALL MAINTENANCE PARTNER, LLC'S AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL MAINTENANCE PARTNER, LLC 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 YOUR USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, EVEN IF MAINTENANCE PARTNER, LLC OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MAINTENANCE PARTNER, LLC'S LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS) OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING UNDER THIS AGREEMENT OR FROM PERFORMANCE THEREUNDER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, WHETHER OR NOT THEY HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, OR FOR ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT.

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 you.

U.S. Government restricted rights. Any Content that is downloaded by or on behalf of the United States of America, its agencies, and/or instrumentalities ("U.S. Government"), are subject to the provisions of FAR 12.211 - "Technical Data", and FAR 12.212 - "Computer Software", or to clauses providing equivalent protections in DFARS or other agency specific regulations.

Local Laws and Export Control. Maintenance Partner controls and operates this Service from its location in the United States of America and is subject to the United States Export Administration Laws and Regulations. Maintenance Partner makes no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, you are 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 law

is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor is or will be used for nuclear activities, chemical biological weapons, or missile projects, unless specifically authorized by the United States Government for such purposes. You shall comply strictly with all United States export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. In particular, but without limitation, the Materials may not, in violation of any Laws, be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using any Materials subject to any such restrictions and regulations, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Submissions. Maintenance Partner alone will own all right, title, and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by you relating to the Service ("Submissions") and you agree to assign such Submissions to Maintenance Partner free of charge. Maintenance Partner may use such Submissions as it deems appropriate in its sole discretion.

Notice. Maintenance Partner may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Maintenance Partner's account information, or by written communication sent by first class mail to your address on record in Maintenance Partner's account information. You may give notice to Maintenance Partner (such notice shall be deemed given when received by Maintenance Partner) at any time by any of the following: electronic mail to support@maintenancepartner.com; letter sent by confirmed facsimile to Maintenance Partner at the following fax number: (918) 858-6655; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Maintenance Partner, LLC at the following address: Maintenance Partner, LLC, 5100 East Skelly Drive, Suite 900, Tulsa, OK 74135.

Modification to Terms. Maintenance Partner 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 you by posting an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

Beneficiaries. The rights and limitations in this Agreement are also for the benefit of Maintenance Partner's licensors, each of whom shall have the right to enforce its rights hereunder directly and on its own behalf.

General. This Agreement will be governed by Oklahoma law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You shall bring all disputes, actions, claims, or causes of action related to this Agreement or in connection with the Service only in the federal and state courts located in Tulsa, OK. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. The English language version of this Agreement shall control. 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 you and Maintenance Partner as a result of this agreement or use of the Service. The failure of Maintenance Partner 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 Partner in writing. This Agreement comprises the entire agreement between you and Maintenance Partner and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

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QUESTIONS OR ADDITIONAL INFORMATION. If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to support@maintenancepartner.com.