

myStratus Terms of Use

PLEASE READ OUR TERMS OF USE CAREFULLY BEFORE YOU SUBSCRIBE OR USE THE STUDIOPLUS MYSTRATUS SERVICE. StudioPlus Software, LLC. ("StudioPlus", "we," or "us") provides the myStratus service ("myStratus", "Stratus", or the "Service") user with a number of benefits, including access to specific service websites, and selected tools and other services (collectively, the "Services"), for their individual usage, subject to compliance with the terms and conditions set forth herein.

1. Agreement

In consideration of StudioPlus providing you with the site services, you agree to comply with these Terms of Use for the site services (the "TOU"). If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must terminate the ordering process and may not use this Service.

2. Changes to the TOU

We reserve the right at any time to:

- Change the terms and conditions of the TOU;
- Change the site services, including eliminating or discontinuing any content or feature of the site services; or
- Impose fees, charges or other conditions for use of the site services (with reasonable notice).

Any changes we make to the TOU will be effective seven (7) days after notice of any change is provided to you, which may be done by any means including, without limitation, posting on our web sites or via email. Your use of the site services after such notice will be deemed acceptance of such changes. Our business changes constantly. The TOU, as well as our Privacy Policy, may also change. You should check our web site frequently to see recent changes. If circumstances arise that require a shorter period before a change to the TOU shall be effective, we will make all reasonable efforts to notify you, including posting notice of the change on our web site. It is your sole responsibility to maintain current knowledge of the TOU.

If any of the terms contained in the TOU become unacceptable to you in the future, you may cancel your subscription by notifying our Customer Service Department.

3. License

We hereby grant you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by us and our licensors.

You may not access the Service if you are a direct competitor of ours, except with our prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) 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.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks

4. Proprietary Rights

The site services are the sole property of StudioPlus. The content available through the site services shall remain the property of the individual or entity that transmitted the content to StudioPlus on its behalf, and the use of such content is dictated by You, provided that your use of the service shall grant StudioPlus an irrevocable license to host and possess any such content for the purpose of providing the site services to You, and which may be cancelled only by your removal of the content, except that you grant StudioPlus the ability to possess any such content for any customary backup or support purposes. You acknowledge that you do not acquire any ownership rights by using the site services. All Content located in or on the website is owned by the respective owner of the material under applicable intellectual property law. While it has no obligation to do so, and consistent with any other rights reserved herein, StudioPlus reserves the right to remove or make inaccessible any content that is illegal or possible to cause any delay, harm, or disturbance or tend to portray StudioPlus in a negative light.

"myStratus", the myStratus Logo, and other marks are trademarks and/or service marks of StudioPlus Software, LLC. All other trademarks, service marks, and logos used on our web sites are the trademarks, service marks, or logos of their respective owners.

5. Billing and Charges.

You shall 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. The initial charges will be equal to the current number of total User Licenses requested times the User License fee currently in effect. Payments must be made monthly in advance unless otherwise mutually agreed upon in an Order Form or through the Online Order Center. All payment obligations are noncancelable and all amounts paid are nonrefundable, unless a cancellation request is made within 30 days of commencement of services. You are responsible for paying for all User Licenses ordered for the entire License Term, whether or not such User Licenses are actively used. You must provide us with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized License Administrator may add licenses by executing an additional written Order Form or using the Online Order Center. 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. We reserves the right to modify our fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by any means, including, but not limited to, the e-mail address provided at the time of commencement. All pricing terms are confidential, and you agree not to disclose them to any third party.

Fees for other services will be charged on an as-quoted basis. Our fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, related to Your use of the Service.

You agree to provide us with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30

days of any change to it. If the contact information you have provided is false or fraudulent, we reserve the right to terminate your access to the Service in addition to any other legal remedies.

Unless we in our sole 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") and (ii) all other entities will be billed in U.S. dollars, and be subject to either U.S. or non-U.S. payment terms and pricing schemes at the discretion of us ("Non-U.S. Customers").

If you believe your bill is incorrect, you 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.

6. Nonpayment, Suspension and Termination.

In addition to any other rights granted to us herein, we reserve the right to suspend or terminate this Agreement and your access to the Service for any violation of this TOU, or if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for User Licenses during any period of suspension. If we or you initiate termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that we may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

We reserve the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that we have no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

Any breach of your payment obligations or unauthorized use of the Services will be deemed a material breach of this Agreement. We, in our sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, We may terminate a free account at any time in its sole discretion. You agree and acknowledge that we have no obligation to retain the Customer Data, and may delete such Customer Data, if you have 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

7. Delays.

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

8. Features and Links to Other Web Sites

Your use of the Services may be governed by additional rules, which are available on our web sites or by hyperlink from other sites, in connection with the service. By using any service you are acknowledging that you have reviewed all corresponding rules and agree to be bound by them. Some of the services may have been provided by third parties for your use. In the event that any service or tool is provided by a third party, such service or tool may become unavailable in the event that the agreement between us and the third party is terminated or the third party ceases to offer it. You expressly acknowledge and agree that your use of all services and tools is solely at your risk.

Content available through the Site services may contain links to other Internet web sites or resources. We neither control nor endorse such other web sites, nor have we reviewed or approved any content that

appears on such other web sites. You acknowledge and agree that we shall not be held responsible for the legality, accuracy, or inappropriate nature of any content, advertising, products, services, or information located on or through any other websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

9. Disclaimer of Warranties

THE SITE SERVICES, AND ANY CONTENT, PRODUCT OR SERVICE OBTAINED OR ACCESSED THROUGH THE SITE SERVICES, IS PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, STUDIOPLUS SOFTWARE LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUPPLIERS, ADVERTISERS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES RELATING TO THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY INFORMATION AVAILABLE THROUGH THE SITE SERVICES.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

STUDIOPLUS SOFTWARE AND ITS AFFILIATES TO INCLUDE SUPPLIERS, AGENTS AND SPONSORS DO NOT WARRANT THAT YOUR USE OF THE SITE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE SERVICES OR THE SERVER(S) ON WHICH THE SITE SERVICES IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE SITE SERVICES, INCLUDING THE INTEGRITY OF YOUR SOFTWARE AND THE ABSENCE OF VIRUSES OR OTHER MALWARE AND ALL CHARGES RELATED THERETO. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE SERVICES AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF STUDIOPLUS SOFTWARE, LLC OR ITS AFFILIATES, SUPPLIERS, AGENTS, SITE VISITORS, OR VISITORS, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE SITE, THE CONTENT CONTAINED THEREIN, AND ANY MATERIALS PROVIDED THROUGH THE SITE, ARE ENTIRELY AT YOUR OWN RISK.

A possibility exists that content available through the Site services could include inaccuracies or errors, or materials that violate the TOU. Additionally, a possibility exists that unauthorized alterations could be made to the content available through the Site services by third parties. Although we attempt to ensure the integrity of our web sites and other products and services, we make no guarantees as to the completeness or correctness of any content available through the Site services. In the event that such a situation arises, please contact us at info@StudioPlusSoftware.com with, if possible, a description of the material to be checked and the location (URL) where such material can be found on our web sites, if applicable, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable. For copyright infringement claims, see the section on "Copyright Infringement" below.

10. Limitation of Liability

NEITHER STUDIOPLUS SOFTWARE, LLC, INC. NOR ITS AFFILIATES, SUPPLIERS, ADVERTISERS, AFFILIATES, OR AGENTS OR SPONSORS ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE SERVICES AND/OR ANY CONTENT CONTAINED THEREIN, OR ANY PRODUCT OR SERVICE USED OR PURCHASED

THROUGH STUDIOPLUS SOFTWARE, LLC. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE SERVICES IS TO STOP USING IT. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO COMPANY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE) SHALL BE THE TOTAL AMOUNT PAID TO US BY YOU, IF ANY, FOR ACCESS TO THE SITE SERVICES.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

Since the content being added to the site services remains Yours, you are hereby recommended to retain backup and additional copies of such content. While StudioPlus is committed to maintaining backup and other copies, You agree not to hold StudioPlus liable for any content that is lost by StudioPlus in its course of providing site services.

11. Indemnification

You agree to indemnify, defend and hold us, our officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your violation of the TOU; (b) your use of the Site services; or (c) your violation of the rights of any third party.

12. Termination

You understand and agree that StudioPlus Software, LLC may, under certain circumstances and without prior notice to you, terminate your access to and use of the site services. Cause for such termination shall include, but not be limited to, (i) breaches or violations of the TOU or other agreements or guidelines, (ii) requests by law enforcement or other government or regulatory authorities, or (iii) technical difficulties.

13. Copyright Infringement

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by StudioPlus Software, LLC or one of its subsidiaries infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see www.loc.gov/copyright/ for details. Notices and counter-notices with respect to our web sites should be sent to StudioPlus Software, LLC, 600 Main St S, Suite 120, Cambridge, MN 55008 (888) 862-4868 Toll Free (763)552-5502 Fax Info@StudioPlusSoftware.com. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. Nothing contained herein shall be construed as legal advice and it is not intended as legal advice.

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 Switzerland and 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 countries as to which the United States, Switzerland 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, you represent and warrant that you are not located in, under

the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume 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.

14. Miscellaneous

The Service is directed solely to individuals residing in the United States. We make no representation that materials provided through the Service are appropriate or available for use in other locations. Those who choose to access the Service from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. We reserve the right to limit the availability of the Service to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such service or product that we provide.

The TOU, together with all TSC policies referred to herein, constitutes the entire agreement between you and StudioPlus Software, LLC relating to your use of the site services and supersedes any and all prior or contemporaneous written or oral agreements on that subject between us. The TOU and the relationship between you and StudioPlus Software, LLC are governed by and construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflict of laws. You and StudioPlus Software, LLC agree to submit to the personal and exclusive jurisdiction of the federal courts for the District of Minnesota and District Court for Ramsey County Minnesota, and waive any in personam jurisdictional, venue, or inconvenient forum objections to such courts. If any provision of the TOU is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the TOU and shall not affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in the TOU is inserted only as a matter of convenience and in no way defines, modifies, limits, expands or explains any section or provision hereof. We reserve the right to require you to sign a non-electronic version of the TOU.