

HARBOUR IQ™ TERMS AND CONDITIONS OF SERVICE

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Welcome to Harbour Results's Harbour IQ, a website portal owned and operated by Harbour Results, Inc. ("Harbour Results") to provide registered subscribers with access to the Harbour Results proprietary software services and tools which comprise the Harbour IQ hosted software application (as further described below). Access to this website (the "Site") and the Harbour IQ hosted services, analytical tools, data processing tools, data, and information made available through this web site (collectively with the Site, the "Services"), is offered to Partners, Sponsors, Members and their respective individual "Users," by Harbour Results subject to these Terms and Conditions of Service.

"Site Content" means any and all human readable text, audio and/or visual elements available through the Site and/or the Services, including without limitation, templates, tools, toolsets, reports, User Content and other data and information, Member views, any text, graphics, images, illustrations, photographs animation, video/audio or audiovisual works, designs or logos, information, and other content made available through the Site and/or via the Services.

"User Content" means any and all business data, operational data, Site profiles (including company name, contact information, logos), personal and business information, messages, notes, text, information, music, video, and other content that you elect to upload, publish or display (hereinafter, "post") on or through the Service or the Site.

THESE TERMS AND CONDITIONS OF SERVICE ("TERMS AND CONDITIONS") GOVERN YOUR ACCESS TO AND USE OF THE SERVICES INCLUDING IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. YOU ARE ADVISED TO PRINT OUT A COPY OF THESE TERMS AND CONDITIONS TO KEEP FOR YOUR OWN RECORDS.

By accessing or using the Services, you signify that you have read, understand and agree to be bound by these Terms and Conditions, whether you are a registered Partner, Sponsor, Member or other User of the Services. Unless otherwise specified, "you" shall mean you and your company (or organization). We reserve the right, at our sole discretion, to change or modify these Terms and Conditions from time to time, with or without notice. The date of the latest changes will be indicated at the top of the document. You are advised to check the Terms and Conditions periodically for updates. IN ADDITION TO THE GENERAL TERMS AND CONDITIONS, OF SERVICE SET FORTH BELOW, PLEASE SEE ALSO SECTIONS 14, 15 AND 16 BELOW FOR TERMS AND CONDITIONS AND SERVICE SPECIFIC TO PARTNERS, SPONSORS AND MEMBERS, RESPECTIVELY. **IF YOU DO NOT AGREE TO ABIDE BY THESE OR ANY FUTURE TERMS AND CONDITIONS, DO NOT USE OR ACCESS (OR CONTINUE TO USE OR ACCESS) THE SITE OR OUR SERVICES.**

1. ACCESS AND USE OF THE SITE AND SERVICES, GENERAL TERMS

1.1 License. In consideration of the payment of all applicable fees, Harbour Results grants to your company a non-exclusive, time-limited, fully revocable, non-transferable, limited right and license to access and use this Site and the Services as a "Partner" "Sponsor" and/or "Member" as further described in the applicable sub-section of Sections 14, 15 and 16 below, including but not limited to the Site Content available through the Services, all in strict conformity with these Terms and Conditions. You may cache pages of the Site for the sole purpose of increasing the speed and efficiency at which you access the Site in the future. However, except as may be expressly permitted by Harbour Results herein, no other copy or use of any portion of the Site or Site Content (except for screen-shots or other copying of User Content) is authorized or otherwise permissible, and such unauthorized copy or use shall constitute an act of copyright infringement and a breach of these Terms and Conditions of Service.

1.2 Registration Data; Account Security. In consideration of your use of the Site and the Services (including without limitation, the Site Content), you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Information"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Information, and any other Registration Information you provide to Harbour Results, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account, all in strict compliance with the terms and conditions of service set forth herein.

1.3 Proprietary Rights in Site Content; Limited License. All Site Content is proprietary to Harbour Results, its registered Partners, Sponsors or Members or its licensors with all rights reserved. No Site Content, except User Content, may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Harbour Results's prior written permission. Any use of the Site or the Site Content (except User Content) other than as specifically authorized herein, without the prior written

permission of Harbour Results, is strictly prohibited and will terminate all licenses granted to you by Harbour Results. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms and Conditions shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. All licenses and rights granted to your company by Harbour Results herein are revocable, in whole or in part, at any time without notice and with or without cause.

1.4 User Conduct. You understand that the Services and the Site are available for your company's business use only. You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. In addition, you agree not to use the Service or the Site to:

- upload, post, transmit, share, store or otherwise make available any content deemed to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- harvest or collect e-mail addresses or other contact information of other Users from the Site by electronic or other means for any purposes including without limitation to send unsolicited emails or other unsolicited communications;
- use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;
- use automated methods to collect information from or otherwise interact with Users through the Service, the Service itself, or the Site;
- register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity, unless duly and expressly authorized by such other individual, group or entity;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, offers, solicitations, promotional materials, "junk mail," "spam," or any other form of solicitation;
- upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers, unless duly and expressly authorized by such third party to do so;
- solicit personally identifying information for commercial or unlawful purposes, solicit passwords or solicit personal information from anyone under 18 or;
- upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass another;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- use or attempt to use another's account, service or system without authorization from Harbour Results, or create a false identity on the Site.
- upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Harbour Results, is false, misleading, objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Harbour Results or any Users to any harm or liability of any type.

1.5 User Identities; User Administration. Use of this Site and access to the Services require a User Identity consisting of both a user name and password ("User Identity"). As a general rule, your User Identity should not be revealed or otherwise shared with anyone other than the original individual to whom the User Identity was issued. Anyone with knowledge of your User Identity can gain access to your information on this Site. You are solely responsible for the confidentiality and use of your User Identity. You are also solely responsible for any communications made to Harbour Results and other Users under your User Identity by you or anybody authorized by you to use your User Identity. Harbour Results will assume that any person using the Site and Services with your User Identity is you. You should not configure your operating system to "remember" and automatically provide a User Identity when accessing the Site. You must properly log off and terminate each session at the Web Site to prevent unauthorized access.

You must immediately notify Harbour Results at support@harbourresultscsas.com if you become aware of any loss or theft of your user name or password or any unauthorized use of your User Identity. Harbour Results reserves the right in its sole discretion, upon notice to your company, to revoke any User Identity or require you to change your User Identity, whether for Site security or for other purposes.

If you violate any provision of these Terms and Conditions, your permission to use the Site and access to Services and Site Content may terminate and upon termination you must immediately destroy any copy you may have of any Site Content, other than User Content as may be permitted by your company. Any other use or exploitation of this Site, including the Services and/or Site Content other than User Content (as may be permitted by your company), is strictly prohibited. You agree not to interrupt, or attempt to interrupt, the operation of the Site or Services in any way.

2. USER-POSTED SITE CONTENT

2.1 User-Posted Site Content. You are solely responsible for all User Content that you post on or through the Service or the Site, or transmit to or share with other Users. You may not post, transmit, or share User Content on the Site or Service that you did not create or that you do not have right or authorization to post. You understand and agree that Harbour Results may or may not review the Site and all Site Content (including User Content), but shall have at all times the right (but not the obligation) to delete or remove (without notice) any Site Content or User Content in its sole discretion, for any reason or no reason, including User Content that in the sole judgment of Harbour Results violates these Terms and Conditions, or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or otherwise provide to Harbour Results. Without limiting any other provision of these Terms and Conditions, you agree that none of your User Content will contain information or content that (i) infringes on the copyright or any other rights of any person or entity; (ii) reveals trade secrets or any information which you have agreed, expressly or impliedly, to keep confidential, unless duly and expressly authorized by the owner of such information to do so; (iii) includes sexually explicit images, depictions, or content; (iv) is obscene, indecent, defamatory, abusive, or otherwise unlawful; (v) contains a virus or any other potentially damaging content; (vi) constitutes harassment or stalking; or (vii) constitutes invasion of privacy, or misappropriation of statutory or common law rights to publicity or personality. Additionally, even if such content is legal, you agree that none of your User Content will contain information or content that: (A) contains commercial advertising, solicitation, informational announcements, or political tracts; (B) constitutes, contains, or encourages “make-money fast” type messages, “chain letters” or “pyramid schemes” of any type; (C) contains knowingly false or misleading information; (D) is purportedly sent from a person other than yourself (e.g., impersonation of another person or user); or (E) with respect to Services or Site functionality that constitute mechanisms for real time dialogue between Users, disrupts the normal flow of dialogue, or posts comments that are not related to the topic being discussed.

2.2 License to User Content.

2.2.1 When you post User Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site, the provision of the Services and the Site, or to enhance the Services and/or the Site but for no other purpose. You may remove your User Content from the Site at any time, however you acknowledge that Harbour Results may retain archived copies of your User Content for the purposes set forth above. Notwithstanding anything to contrary herein, Harbour Results does not assert any ownership over your User Content; rather, as between Harbour Results and you, subject to the rights granted to Harbour Results in these Terms, you retain full ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content; provided Harbour Results does reserve all right, title and interest in and to the Site Content as a compilation of the Site Content itself, and not particularly the User Content.

2.2.2 Harbour Results may use User Content for the creation of “Scorecards” through the Services for your company. You acknowledge that Scorecards generated through the Services based on Member-submitted User Content are an integral part of the Services and may be used by Partners and Sponsors as summary ratings and/or comparative rankings factoring into a Sponsor’s own decisions choosing or eliminating Members as vendors or suppliers. By posting User Content, you expressly give permission and authorization for the generation of Scorecards through the Service using such User Content and hereby waive any and all rights and claims against Harbour Results arising out of, or related to, the generation, publication or use of such Scorecards.

2.3 Representations and Warranties. You represent, warrant, and guarantee that (a) your company has the right to grant such rights as set forth herein to User Content and other material you submit to Harbour Results, and that there are no other agreements with any third party in conflict herewith; (b) your company has obtained written consent from third parties who may own the User Content or about whom the User Content refers; and (c) Harbour Results’s exercise of its rights granted by your company hereunder shall not infringe upon any copyright or any other subsisting right of any third party. You waive any and all so-called “Moral Rights” or similar rights under any jurisdiction, now or hereafter recognized with respect to Harbour Results’s (or its permitted assignee’s) exercise of its rights hereunder. Moreover, you agree to indemnify and hold Harbour Results harmless from and against any and all claims, demands, damages, losses, liabilities and causes of action of any kind or character, made by any third party against Harbour Results, arising out of or relating to Harbour Results’s exercise of such rights to use the User Content, your publication or transmittal of any User Content, or your failure to comply or your alleged failure to comply with these Terms and Conditions, provided,

however, that Harbour Results's use of the User Content is in strict compliance with these Terms and Conditions and Harbour Results provides prompt notice of the claim to your company. This defense and indemnification obligation shall survive this Agreement and your use of the Site.

2.4 Copyright Complaints. We respect the intellectual property rights of others and we prohibit Members and their Users from uploading, posting or otherwise transmitting on the Site or Service any materials that violate another party's intellectual property rights. When we receive a reasonably detailed, written notification of an alleged copyright infringement, in conformity with requirements applicable to "Take-Down Notices" under the Digital Millennium Copyright Act ("DMCA") with respect to Site Content (including User Content), we will promptly investigate such allegation and/or remove or disable access to the allegedly infringing material. We will also terminate the accounts of repeat infringers as described below. If you believe that any material on the Site infringes upon any copyright which you or your company own or control, you may send a written notification of such infringement to our designated agent at the address set forth in Section 1.5.

2.5 Repeat Infringer Policy. In accordance with the DMCA and other applicable law, Harbour Results has adopted a policy of terminating, in appropriate circumstances and at Harbour Results's sole discretion, Members and/or their individual Users who are deemed to be repeat infringers. Harbour Results may also at its sole discretion limit access to the Site, suspend and/or terminate the registration/account of any Members or their individual Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

2.6 Member Profiles, Partner Profiles & Sponsor Profiles; Sponsor Networks. The Service may include functionality pursuant to which Members, Partners and/or Sponsors may publish information about themselves to other Users and/or visitors of the Site ("Profiles"). You may not set up a Profile on behalf of another individual or entity unless you are authorized to do so. HARBOUR RESULTS DOES NOT PRE-SCREEN OR APPROVE PROFILES, AND CANNOT GUARANTEE THE ACCURACY OF ANY INFORMATION CONTAINED IN USER CONTENT AND/OR PROVIDED IN ANY PROFILE, THAT A PROFILE WAS ACTUALLY CREATED AND IS BEING OPERATED BY THE INDIVIDUAL OR ENTITY THAT IS THE SUBJECT OF SUCH PROFILE. NOR IS HARBOUR RESULTS RESPONSIBLE FOR THE CONTENT OF ANY PROFILE. USERS ARE ADVISED TO VERIFY ALL PROFILE DETAILS FOR THEMSELVES AND HARBOUR RESULTS SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY WAY FOR DAMAGES OR CLAIMS ARISING OUT OF ANY TRANSACTIONS ENTERED INTO OR OTHER ACTIONS TAKEN BY OTHERS ON OR IN CONNECTION WITH ANY USER CONTENT, SITE CONTENT, OR PROFILE.

2.7 Submissions. You acknowledge and agree that any comments, suggestions, ideas, concepts or feedback about the Site or the Service ("Submissions"), provided by you to Harbour Results are non-confidential and shall automatically become the sole property of Harbour Results. Harbour Results shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you or any third party. Submissions are not considered to be User Content.

2.8 No Obligation of Confidentiality. Harbour Results will use commercially reasonable efforts to restrict the accessibility of User Content as released and/or instructed by Partners, Sponsors and participating Members, each using the preference setting functionality as made available through the Services. Harbour Results does not have any obligation or liability with respect to use and/or disclosure of User Content by Users who have been authorized by Members, Partners and/or Sponsors (as applicable) to access User Content through the Services. To the extent a Partner, Sponsor or Member wishes to limit or restrict the use or disclosure of User Content accessed or obtained through the Services, Partners, Sponsors and Members are responsible for negotiating and executing mutually acceptable agreements of confidentiality/non-disclosure between themselves. Each Partner, Sponsor and Member posting User Content hereby indemnifies, defends and holds harmless Harbour Results and its officers, directors, agents, employees, and affiliates, at Partner/Sponsor/Member's expense, from and against any and all claims, demands, actions, costs, expenses, liabilities, judgments, causes of action, proceedings, suits, losses and damages of any nature, which are threatened or brought against, or are suffered or incurred by, Harbour Results or any such person arising out of, or related to, the use or disclosure of User Content obtained through the Services unless the disclosure or use was by Harbour Results's negligence.

3. Communications via Services

3.1 When you provide contact information, including without limitation your cell phone number, e-mail address, phone number and/or mailing address, you are providing your express consent to the use of such contact information by Harbour Results, Partners, Sponsors and Members (as the case may be) for the stated purposes of the Services and engaging in the interactions contemplated by such Services. You acknowledge that you are solely responsible for obtaining and

maintaining access to such telecommunications services as may be necessary for you to receive communications via Harbour Results, from Partners, Sponsors and/or Members (as applicable), and that such access may involve third-party fees (such as Internet service provider or airtime charges, including without limitation per SMS message charges). You are solely responsible for all such fees. In addition, you must provide and are responsible for all equipment necessary to access the Site and/or Service.

3.2 YOU UNDERSTAND AND AGREE THAT THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY COMMUNICATION VIA THE SERVICES, IS PROVIDED “AS-IS” AND THAT HARBOUR RESULTS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION, OR FAILURE TO STORE, ANY USER COMMUNICATIONS.

4. Third Party Websites and Content

The Site contains (or you may be sent through the Site or the Service) links to other web sites (“Third Party Sites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the “Third Party Content”). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites or to access, download, use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

5. Trademarks

HARBOUR RESULTS, HARBOUR IQ and all graphics, logos, page headers, button icons, scripts, service names and other trademarks and servicemarks on the Site are trademarks, tradenames and service marks belonging to Harbour Results or its licensors (the “Harbour Results Marks”). Harbour Results Marks may not be used in connection with any product or service that is not related to Harbour Results, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Harbour Results. All other trademarks not owned by Harbour Results that appear on this Site are the property of their respective owners, who may or may not be affiliated with, connected to, sponsor, or sponsored by Harbour Results. Any product, service, or trade name other than those owned by Harbour Results that identify a third party as the source thereof may, even if not so indicated, be the service mark or trademark of that respective entity or individual. Any unauthorized use of the Harbour Results Marks or any third party trademark is strictly prohibited. Any third party links, products and/or services referenced on this page are solely for reference purposes only. Harbour Results neither endorses nor makes any representation regarding any linked site, product and/or service and we advise you to assess for yourself the adequacy and appropriateness of any such linked content for your own purposes. Harbour Results expressly disclaims any responsibility for the quality, adequacy, or appropriateness of any product or service provided by or advertised by any linked site.

6. User Disputes

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

7. Privacy

We care about the privacy of our Users. Click [<LINK>](#) to view Harbour Results’s Harbour IQ Privacy Policy.

8. Disclaimers

Harbour Results does not guarantee success or results of business arrangements or relationships between purchasers and vendors. Neither the Site nor the Services are a platform for the conduct of business, but rather sets of tools that may be used by purchasers and vendors to evaluate business data for themselves. Harbour Results is not responsible or liable in any manner for any User Content or Third Party Content posted on the Site or in connection with the Service, whether posted or caused by Users of the Site, by third parties or by any of the equipment or programming associated with or utilized in the Site or the Service. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post, transmit or share on the Site and are not responsible for any false, deceptive, misleading, fraudulent, offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may

encounter on the Site or in connection with any User Content or Third Party Content. Harbour Results is not responsible for the conduct, whether online or offline, of any User of the Site or Service. The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. Harbour Results assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. Harbour Results is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email on account of technical problems or traffic congestion on the Internet or at the Site or combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Internet, the World Wide Web and/or in connection with the Service. Under no circumstances will Harbour Results be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Content posted on or through the Site or the Service or otherwise transmitted to Users, or any interactions between Users of the Site, whether online or offline, unless such loss or damage was caused by Harbour Results's negligence. THE SITE, THE SERVICE, AND THE SITE CONTENT ARE PROVIDED "AS-IS" AND HARBOUR RESULTS DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. HARBOUR RESULTS CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR SERVICE. HARBOUR RESULTS DOES NOT REPRESENT OR WARRANT THAT SOFTWARE, DATA, CONTENT OR MATERIALS ON THE SITE, OR THE SERVICE (INCLUDING WITHOUT LIMITATION, THE SCORECARDS) ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE OR SERVICE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH SOFTWARE, DATA, CONTENT OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, MATERIAL, DATA OR SOFTWARE FROM OR THROUGH THE SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOU, YOUR OPERATIONS, YOUR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT. Harbour Results reserves the right to change any and all content, software and other items used or contained in the Site and any Services offered through the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Harbour Results.

9. Limitation on Liability

IN NO EVENT WILL HARBOUR RESULTS OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOSS OF BUSINESS, LOST PROFITS OR LOST DATA ARISING FROM YOUR PARTICIPATION IN THE SERVICES OR USE OF THE SITE, THE SERVICE, ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE, EVEN IF HARBOUR RESULTS IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, HARBOUR RESULTS'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO HARBOUR RESULTS FOR THE SERVICE DURING THE TERM OF REGISTERED PARTICIPATION, BUT IN NO CASE WILL HARBOUR RESULTS'S LIABILITY TO YOU EXCEED AMOUNTS ACTUALLY PAID BY YOU IN THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE EVENTS LEADING TO YOUR CLAIM. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO HARBOUR RESULTS FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM HARBOUR RESULTS, REGARDLESS OF THE CAUSE OF ACTION. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

10. Termination

Harbour Results may suspend or terminate your registration account, delete your Profile and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Service or the Site (or any portion, aspect or feature of the Service or the Site) for any reason, or no reason, at any time in its sole discretion, with or without notice,

including if it determines that you are in breach of any of the provisions governing your access and use of the Site, the Service and/or Site Content.

11. Governing Law; Venue and Jurisdiction

By visiting or using the Site and/or the Service, you agree that the laws of the State of Michigan in the United States of America, without regard to principles of conflict of laws and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods, will govern these Terms and Conditions and any dispute that might arise between you and Harbour Results or any of our affiliates related to these Terms and Conditions and/or your use of the Site or the Service.

12. Arbitration

YOU AND HARBOUR RESULTS AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS AND CONDITIONS, THE SITE AND/OR THE SERVICE (INCLUDING YOUR VISIT TO OR USE OF THE SITE AND/OR THE SERVICE) SHALL BE FINAL AND BINDING ARBITRATION. Arbitration under these Terms and Conditions shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules (the "AAA Rules"). The location of the arbitration shall be as mutually agreed upon by the parties and each party shall be solely responsible and liable for its own costs and expenses associated with such proceedings. The arbitrator's award shall be binding, issued in a reasonably detailed, reasoned writing and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS AND CONDITIONS SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to the Site and/or the Service (including your visit to or use of the Site and/or the Service) be instituted more than one (1) year after the cause of action arose. Notwithstanding anything to the contrary in these Terms and Conditions, the parties acknowledge and agree that to the extent that either party has in any manner infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade secret rights, or User has otherwise violated any of the user conduct rules set forth above then arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought immediately.

13. Indemnity

You agree to indemnify and hold Harbour Results, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content you upload on or through the Site (including on or through your Profile), your use of the Service or the Site, your conduct in connection with the Service or the Site or with other Users of the Service or the Site, or any violation of these Terms and Conditions or of any law or the rights of any third party.

PLEASE NOTE THAT THE FOLLOWING SECTIONS 14, 15, 16 AND 17 APPLY ONLY TO THE EXTENT YOU ARE INTERACTING WITH THE SITE, THE SERVICES AND OTHER USERS AS A "PARTNER," "SPONSOR," "MEMBER," OR "ADMINISTRATIVE USER" RESPECTIVELY.

14. Partner-Specific Terms and Conditions

14.1 As a "Partner," your company is able to (a) post data you have previously collected regarding vendors and suppliers; (b) review and provide suggestions on additions to Harbour Results's standard templates and "Scorecards" for gathering, reporting and providing views on Members and data regarding Members ("Standard Templates and Scorecards"); (c) use functionality made available through the Service to generate customized templates and "Scorecards" for gathering, reporting, printing and providing views on Members and data regarding Members ("Customized Templates and Scorecards"); and (d) use the Services, the Standard Templates and Scorecards and the Customized Templates and Scorecards to collect and view data posted by yourself and/or posted by Members to the Services and released to you for viewing through the Services.

14.2 In addition to the general terms and conditions of service set forth above, with respect to the "Partner" activities set forth above, you specifically agree as follows in this Section 14.

14.3 To the extent Partner posts User Content regarding vendors and suppliers, Partner represents and warrants to Harbour Results that it has right and/or permission from subject matter vendors and suppliers to post and use such User

Content with the Services. Harbour Results represents and warrants to Sponsor that Harbour Results shall maintain the confidentiality of all User Content except as required by law or regulation, to protect our property, to prevent fraud or other illegal activity perpetrated through the Site or using the Harbour Results or Harbour IQ name or to prevent imminent bodily harm.

14.4 Partner acknowledges and agrees that neither the Site nor the Services are a platform for the conduct of business, but rather constitute a set of tools that may be used by purchasers and vendors to evaluate business data for themselves. Partner is solely responsible for processing, reviewing, evaluating, verifying and interpreting the data available through the Site and the Services for itself and solely responsible and liable for decisions made in reliance on such data as well as the results and outcome of such decisions.

14.5 Partner acknowledges and agrees that any questions, requests, changes, revisions, modifications, additions, deletions, comments, suggestions, ideas, feedback or other information about Standard Templates and Scorecards provided by you to Harbour Results are treated as “Submissions” pursuant to Section 2.7 above, and are thus non-confidential and shall automatically become the sole property of Harbour Results. Harbour Results shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you or any third party.

14.6 Unless otherwise agreed between Partner and Harbour Results, Harbour Results shall own all Customized Templates and Scorecards, whether created by Partner, Harbour Results or jointly; provided, however Harbour Results shall grant to Partner within the Services a fully-paid, royalty free exclusive license to use such Customized Templates and Scorecards solely in connection with the Services and only for the term of Partner’s continuing subscription to the Services. Notwithstanding anything to the contrary above, Partner acknowledges and agrees that nothing herein shall limit or restrict Harbour Results’s right to work with other Partners to create similar Customized Templates and Scorecards for such other Partner so long as such other Customized Templates and Scorecards are created without recourse to the specific work product for Partner hereunder.

15. Sponsor-Specific Terms and Conditions

15.1 As a “Sponsor,” your company is able to (a) invite designated vendors and suppliers to join the Services as “Members” of your company’s Sponsored network in order to share information about themselves and their operations with you and/or the other Members of the Sponsored network; (b) create “networks” in various groupings of invited Members who have accepted your invitation; (c) post data you have previously collected regarding vendors and suppliers; (d) review and provide suggestions on additions to Harbour Results’s standard templates and “Scorecards” for gathering, reporting and providing views on Members and data regarding Members (“Standard Templates and Scorecards”); (e) use functionality made available through the Service to generate customized templates and “Scorecards” for gathering, reporting, printing and providing views on Members and data regarding Members (“Customized Templates and Scorecards”); and (f) use the Services, the Standard Templates and Scorecards and the Customized Templates and Scorecards to collect and view data posted by yourself and/or posted by Members to the Services and released to you for viewing through the Services.

15.2 In addition to the general terms and conditions of service set forth above, with respect to the “Sponsor” activities set forth above, you specifically agree as follows in this Section 15.

15.3 To the extent Sponsor posts User Content regarding vendors and suppliers, Sponsor represents and warrants to Harbour Results that it has right and/or permission from subject matter vendors and suppliers to post and use such User Content with the Services. Harbour Results represents and warrants to Sponsor that Harbour Results shall maintain the confidentiality of all User Content except as required by law or regulation, to protect our property, to prevent fraud or other illegal activity perpetrated through the Site or using the Harbour Results or Harbour IQ name or to prevent imminent bodily harm.

15.4 Sponsor acknowledges and agrees that neither the Site nor the Services are a platform for the conduct of business, but rather constitute a set of tools that may be used by purchasers and vendors to evaluate business data for themselves. Sponsor is solely responsible for processing, reviewing, evaluating, verifying and interpreting the data available through the Site and the Services for itself and solely responsible and liable for decisions made in reliance on such data as well as the results and outcome of such decisions.

15.5 Sponsor acknowledges and agrees that any questions, requests, changes, revisions, modifications, additions, deletions, comments, suggestions, ideas, feedback or other information about Standard Templates and Scorecards provided by you to Harbour Results are treated as “Submissions” pursuant to Section 2.7 above, and are thus non-confidential and shall automatically become the sole property of Harbour Results,. Harbour Results shall own exclusive

rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you or any third party.

15.6 Unless otherwise agreed between Sponsor and Harbour Results, Harbour Results shall own all Customized Templates and Scorecards, whether created by Sponsor, Harbour Results or jointly; provided, however Harbour Results shall grant to Sponsor and Members of Sponsor's networks within the Services a fully-paid, royalty free exclusive license to use such Customized Templates and Scorecards solely in connection with the Services and only for the term of Sponsor's continuing subscription to the Services. Notwithstanding anything to the contrary above, Sponsor acknowledges and agrees that nothing herein shall limit or restrict Harbour Results's right to work with other Sponsors to create similar Customized Templates and Scorecards for such other Sponsor so long as such other Customized Templates and Scorecards are created without recourse to the specific work product for Sponsor hereunder.

16. Member-Specific Terms and Conditions

16.1 As a "Member," you are able to (a) accept invitations from Sponsors to join the Services as "Members" of Sponsor's network(s) in order to share information about yourself and your operations with you and/or the other Members of the Sponsored network; (b) post data about your company and your operations pursuant to Standard Templates and Scorecards as well as Customized Templates and Scorecards made available to you by your Sponsors; (c) use functionality available through the Services to release, limit and/or restrict access to User Content you upload to the Service by Sponsor(s) and other Users and/or processing of such User Content by Harbour Results.

16.2 In addition to the general terms and conditions of service set forth above, with respect to the "Member" activities set forth above, you specifically agree as follows in this Section 16.

16.3 To the extent you release your User Content through preferences input through the Services, you hereby authorize and consent to Harbour Results making such User Content available to Partner, Sponsor and other Users through the Services.

16.4 Members acknowledge and agree that Harbour Results is not responsible for the ways in which Partners or Sponsors may choose to use, process, review and interpret User Content, Site Content and Scorecards regarding such Members and/or make purchasing decisions on the basis of such User Content, Site Content and Scorecards. Your participation in the Services, Sponsor networks and/or upload of User Content does not guarantee that a Sponsor will purchase any product, good or service from you and may not necessarily improve your chances of such business.

16.5 In case of violation of any of the terms and conditions of service set forth in this agreement by a Member or any of its Users, Member's permission to use the Site and/or access to Services and Site Content shall automatically terminate without refund and Member and each of its Users must immediately destroy any copy of Site Content in the possession or control of such Member and/or User.

16.6 In consideration of access and use of the Services (including without limitation the Site Content), Member agrees to pay all costs, charges and fees charged by Harbour Results for Member subscriptions it chooses ("Fees") in full when due without holdback or setoff. Harbour Results may suspend or terminate all or some User access to the Service where payment is overdue until such time as the overdue amounts are paid in full. Harbour Results reserves the right to modify its fees and charges upon prior notice to you, which notice may be provided by e-mail. All pricing terms not published by Harbour Results on the Site are confidential, and you agree not to disclose such confidential pricing to any third party except consultants and other advisors; provided that you inform such consultants and other advisors of their duty to keep the pricing terms confidential.

17. Administrative User

17.1 Authorized Representative. As an Administrative User, you represent and warrant to Harbour Results that you are your company's duly authorized agent to act on behalf of your company on all matters related to the Site and the Services, including without limitation acting as a duly authorized representative of your company to enter into these Terms and Conditions of Service.

17.1 Only Administrative Users may grant access to the Services for new Users. Administrative Users shall grant access rights to new Users using administrative functionality available through the Site. Administrative Users will provide to Harbour Results the names and individual e-mail accounts of all Users for Administrative User's company, along with a description of access level rights, where applicable. Harbour Results reserves the right to refuse access to any User requested by Administrative User.

17.2 Your company will be solely responsible for and will immediately notify Harbour Results of any change in access rights whether such change (i) involves the termination of access rights due to termination of employment or the loss or theft of a user name or password; or (ii) any other change in access rights (“Access Control Administration”). Your company, through its Administrative Users, shall be solely responsible for using the administrative functionality available through the Site to implement Access Control Administration tasks as necessary including without limitation revoking access rights for Users who have left the employ of the company. Harbour Results will not, and has no obligation to, respond to or implement requests to add new Users and/or requests for Access Control Administration.

18. Miscellaneous

18.1 These Terms and Conditions constitute the entire agreement between you and Harbour Results regarding the use of the Site and/or the Service, superseding any prior agreements between you and Harbour Results relating to your use of the Site or the Service. A printed version of these Terms and Conditions, and of any notice given in electronic form related to these Terms and Conditions, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form. You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of handwritten signature by the parties hereto to execute these Terms and Conditions. Failure by either party to insist on strict performance of any of the Terms and Conditions will not operate as a waiver of any subsequent default or failure of performance. If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect. Nothing contained in these Terms and Conditions shall be construed to constitute you and Harbour Results as partners or joint venturers or to constitute employment or any type of agency. Harbour Results will use reasonable efforts to keep the Site available for your company’s use; however, Harbour Results cannot and will not be responsible for any loss or unavailability of the Site that results from any cause including a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions. The headings of the various sections herein are for convenience of reference only and shall not define, limit or otherwise affect any of the terms or provisions hereof.

18.2 If any provision in these Terms and Conditions would be prohibited by law, or would impair Harbour Results’s independence under, laws, regulations or published interpretations by governmental bodies, commissions, or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and these Terms and Conditions shall consist of the remaining portions.