

## SERVICE TERMS AND CONDITIONS FOR HOSTED SOFTWARE SERVICES

### GENERAL NOTICE

EFFECTIVE FEBRUARY 1, 2007

REVISED May 28, 2008

By selecting the "AGREE" box, you are acknowledging that you:

1. Have read, reviewed, understand and agree with this agreement entirely.
2. Agree to the stated terms and conditions of these agreements.
3. Have the authority for your organization to enter into legal binding agreements.
4. Are at least 18 years of age, and are entering into this Agreement on your own behalf and registering for this service.

If you do not agree to these agreements, or you feel you can not comply with our requirements, then you have no choice but to cease continuance and leave our system. If you have started with demo services, then please contact us within your demo period to cancel the said demo. If you do not contact us to cancel your services, you will be billed as you have deemed to have accepted our agreement(s).

These are the Terms of Service for 'maintainmynetwork.com, maintainmynetwork.net' and for the services available through or at 'maintainmynetwork.com, and maintainmynetwork.net'(the "Services," or a "Service"). This "Agreement" is a legal agreement between you (an individual or company) and Maintain My Network, and its suppliers and licensors concerning the operation of 'maintainmynetwork.com, maintainmynetwork.net' and your use of any Service.

The Services include access to free and paid content and interactive services available through Maintain My Network.

'maintainmynetwork.com, maintainmynetwork.net' are owned and operated by BH Holdings, LLC., a Indiana corporation. Unless otherwise indicated in this Agreement, all communications with 'maintainmynetwork.com, maintainmynetwork.net' should be directed by e-mail to [info@maintainmynetwork.com](mailto:info@maintainmynetwork.com) or by mail to Maintain My Network, PO Box 1012, Columbia City, IN 46725.

By signing up and checking the box that acknowledges you read this Agreement during the registration process, you agree to be bound by the terms of this Agreement.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CHECK THE AGREE BOX AND DO NOT PURCHASE OR USE THE SERVICES WITHIN THE SERVICE. YOU AGREE THAT YOUR USE OF THE SERVICE ACKNOWLEDGES THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITION AND THE SPECIFIC TERMS AND CONDITIONS OF SERVICES WITHIN THE SITE.

## **REGISTRATION**

To use our services, you will be required to register for entrance to any of our systems. This may require multiple usernames and passwords depending upon the services subscribed to. Some of these systems are external to our main set of server systems. You will be required to provide certain information for registering your company account, including personal information, password and a valid email address (No free email addresses). You agree that the information submitted is correct in nature and agree to update your records as needed to keep it accurate. Maintain My Network will use your Registration Data in accordance with its privacy policy.

If at any time we have any reason to believe that any of your registration information is inaccurate, untrue, incomplete, or otherwise incorrect, we reserve the right to terminate this Agreement without notification.

Additionally, we may refuse to grant you a specific username that may be misconstrued as another individual, is illegal, protected by trademark or other proprietary rights law, is offense or vulgar, may cause harm or confusion to others, or any other instance as determined by our sole discretion.

You agree that you will not allow others to use your registered account, password and that you are solely responsible for maintaining the confidentiality and security of your account. Should your account become compromised, you agree to contact Maintain My Network immediately of any unauthorized use of your account. You agree not to hold Maintain My Network responsible for any losses arising out of the unauthorized use of your registered account and you agree to indemnify and hold harmless Maintain My Network, its partners, parents, subsidiaries, agents, affiliates and / or licensors, as applicable, for any improper, unauthorized or illegal uses of the same.

## **PRIVACY**

Our Privacy agreement can be read, printed at <http://www.maintainmynetwork.com/privacy> You should also read the section "EXTERNAL LINKS – THIRD PARTY SITES/SYSTEMS" as it contains information on external party systems which we may link to for providing services.

## **CHARGES – BILLING**

You agree to pay for any services rendered either through our portal, via email correspondence, fax service, or via telephone conversations. You agree and authorize Maintain My Network to charge your billing payment method for any such payment(s). Maintain My Network may post charges, at its discretion, to your billing payment method individually or we may aggregate your charges with other purchases you make with our company.

You are responsible for maintaining correct and current information about your company with us, including billing methods and payment account information. You will be responsible for any and all charges that are incurred by any person affiliated through your company account. All charges will be

billed to the billing payment method you designate with you first make a purchase or incur a charge. Failure to maintain current billing account information may result in temporary loss of services.

You agree that any submissions you make for electronic purchases constitute your intent and agreement to be bound by the terms of and agree to pay for such purchases. You agree this constitutes an agreement as an electronic contract. You agree that in the event of such services may be hosted /controlled by third party providers, and you acknowledge that Maintain My Network shall not be responsible or liable to you for the services or services purchased.

Monthly subscribers are billed on a monthly calendar cycle, which begins on the first of the month after a trial period has ended. If a trial period ends mid-month, the billing will be prorated towards the amount of devices currently installed. (We will prorate to no more than 1/2 of the normal agent fee) Agents added or removed during the course of a month will automatically increase your billing amount, however the peak used rate will be the method of calculating the number of agents used.

If Maintain My Network is unable to charge your billing payment method for any installments, Maintain My Network may: (1) Immediately suspend or terminate your account, (2) seek collection of the outstanding amount owed under the current subscription account and / or (3) seek legal action against you for breach of this agreement.

#### **RIGHT TO CHANGE PRICES**

We retain the right to change pricing for any and all services provided by Maintain My Network, at any time without notice.

#### **SALES TAXES**

Our prices generally do not include sales taxes, however due to constantly changing laws, this may change without notice. We reserve the right to change this policy without notice.

#### **TERMINATION OF SERVICES**

Maintain My Network reserves the right to terminate any provided services in the event of non-payment, illegal acts or acts that might breach any and all provisions of this agreement. Upon expiration or termination of all services, any rights granted to you hereunder shall terminate and you agree to immediately cease all use and access of the services.

#### **CANCELLATION OF SERVICES**

You may cancel your monthly subscription(s) by delivering notice to Maintain My Network via [info@maintainmynetwork.com](mailto:info@maintainmynetwork.com). Maintain My Network will reasonably attempt to return your notice of cancellation with a confirmation to your email address. You should retain this confirmation as record of your cancellation. If you cancel your monthly subscription, Maintain My Network will not refund any remaining portion of your subscription fees. Cancellation will take effect at the end of the billing period during which you deliver notice to Maintain My Network.

## **PATENT, COPYRIGHT AND LEGAL TRADEMARKS**

All trademarks, service marks, trade names, slogans, logos and other indicia of origin that appear on or in connection with any of the services are the property of Maintain My Network and / or it's affiliates, licensors and / or licensees. You may not copy, display or use any of these marks without written permission of the mark owner. All services and any clients associated with said services may be protected under patent laws and may be the subject of issued patents and / or pending patent applications. Said services may also be protected under intellectual property laws. You agree not to perform any reverse engineering of any sorts that may result in a source code view of any service software.

## **EXTERNAL LINKS – THIRD PARTY SITES/SYSTEMS**

Use of any copyrighted materials, including but not limited to text, photos, graphics and sounds, is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

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BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THIS SERVER.

LINKS TO THIRD PARTY SITES WILL LET YOU LEAVE MAINTAIN MY NETWORK AND BH HOLDINGS, LLC SITES. THE LINKED SITES ARE NOT UNDER THE CONTROL OF MAINTAIN MY NETWORK AND BH HOLDINGS, LLC AND NEITHER MAINTAIN MY NETWORK AND BH HOLDINGS, LLC IS RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES.

## **REMEDIES**

You agree, being a legal authorized agent, that you and your company understand that any unauthorized use of the services, hosted software and or materials could result in irreparable injury to Maintain My Network and / or it's agents, affiliates or licensors for which money damages would be inadequate, and in such event Maintain My Network, it affiliates, agents or licensors, as applicable, shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you. Nothing contained in this Agreement shall be construed to limit remedies available pursuant to statutory or other claims that Maintain My Network, it s affiliates, agents, or licensors may have under separate legal authority.

## **INDEMNITY**

You agree to indemnify and hold harmless Maintain My Network and it's agents, affiliates, employees, licensors, parents and subsidiaries from and against any and all claims, losses, demands, causes of action and judgments (including attorneys fees and court costs) arising from or concerning your breach of this Agreement and your use of the service and to reimburse them on demand for any losses, costs or expenses they incur as a result thereof.

## **NON-COMPETE**

Networks and their associated peripherals connected to any Maintain My Network services are considered to be the customer of the Lessor of said services and not Maintain My Network, BH Holdings, LLC, or it's agents. In the event that a client of a Lessor would contact our offices, and it is determined that they use a Lessors services, we will contact the Lessor and advise them. If the client in question is dissatisfied with services provided and you the Lessor has been notified without resolution, and only then will we engage in conversation.

## **CHATS, FORUMS AND OTHER ONLINE COMMUNICATION**

Maintain My Network hosts a variety of online instant and archived communication, including, but not limited to, chat, hosted discussions, message boards (forums) and e-mail. Each of these Services may include its own Terms of Service with specific rules, regulations and guidelines for use of said service.

Participation in any of these Services binds the user to this Agreement and the Terms of Service of said Service.

Such services are intended to serve as discussion and information centers and resources for Maintain My Network registrants. Information provided within may be provided by said registrants, contributors, staff or others connected or not connected with MAINTAIN MY NETWORK AND BH HOLDINGS, LLC, some of whom may use anonymous screen names or aliases. Messages or statements posted by individuals within these services may be deceptive, incorrect, not factual, misleading or otherwise false, intentionally or unintentionally. We do not endorse nor are we responsible for any opinions, advice, content, omissions, hyperlinks, images, articles, information or statements made or displayed within these Services by third parties. Under no circumstances are we, our partners, contributors or suppliers, or their agents, liable for any loss or damage caused by your reliance or beliefs of information contained within these discussion-type Services. The opinions and information expressed within these Services is solely that of the poster, and does not reflect that of MAINTAIN MY NETWORK AND BH HOLDINGS, LLC. or any of its affiliates or partners. While we attempt to respond to specific issues and complaints that are brought to our attention, we have no obligation to monitor the content of these areas.

You acknowledge and agree we have the right to monitor any transmission made through a Maintain My Network Service, including, but not limited to, chat, forums, and Maintain My Network hosted or affiliated e-mail, to alter and remove any materials without limitation, to remove any user and terminate this Agreement for any real or perceived violation of this Agreement or that of a specific service, or for no reason whatsoever.

We will disclose such materials and circumstances surrounding its transmission to any third party, including law enforcement and legal officials, in order to operate our Web site properly, to protect ourselves, our sponsors, and our registrants and visitors.

### **Customer Support**

Self support is available 24x7 via our [maintainmynetwork.net](http://maintainmynetwork.net) forum. You may also submit questions via email at [support@maintainmynetwork.com](mailto:support@maintainmynetwork.com) where we will respond within one business day. Support is also available during business hours, 8am to 5pm EST at 866-903-6717. Voicemail is available 24x7.

### **Hosted Software**

Software made available for use by Maintain My Network are protected by intellectual property laws and copyrighted.

### **DISCLAIMERS**

UNDER NO CIRCUMSTANCE SHALL ANY MAINTAIN MY NETWORK ENTITY BE LIABLE TO YOU FOR ANY CONSEQUENTIAL , INCIDENTAL OR SPECIAL DAMAGES ( INCLUDING DAMAGES FOR LOSS OF BUSINESS, PROFITS, BUSINESS INTERRUPTION, LOS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES , EVEN IF THE MAINTAIN MY NETWORK ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE EXTENT THAT IN A PARTICULAR CIRCUMSTANCE ANY DISCLAIMER OR LIMITATION ON DAMAGES OR LIABILITY SET FORTH HEREIN IS PROHIBITED BY APPLICABLE LAW, THEN, INSTEAD OF THE PROVISIONS HEREOF IN SUCH PARTICULAR

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#### **LAW AND LEGAL NOTICES**

THE LAWS OF THE STATE OF INDIANA GOVERN THIS AGREEMENT AND YOUR USE OF SAID SERVICES. YOU EXPRESSLY AGREE THAT THE COURTS IN THE STATE OF INDIANA, WHITLEY COUNTY, HAVE THE EXCLUSIVE JURISDICTION OVER ANY CLAIM OR DISPUTE WITH MAINTAIN MY NETWORK OR RELATING IN ANY WAY TO YOUR ACCOUNT OR YOUR USE OF ANY OF OUR SERVICES. YOU FURTHER AGREE AND EXPRESSLY CONSENT TO PERSONAL JURISDICTION OVER YOU IN THE FEDERAL COURTS IN WHITLEY OR ALLEN COUNTY IN CONNECTION WITH ANY SUCH DISPUTE INCLUDING ANY CLAIM INVOLVING MAINTAIN MY NETWORK, IT'S PARTNERS, AGENTS, AFFILIATES, EMPLOYEES, OFFICERS, PARENTS, LICENSORS, SUBSIDIARIES OR SUPPLIERS.