

FORM-U-NET™ USER AGREEMENT TERMS OF USE

updated and made effective November 1, 2014

1. ACCEPTANCE OF TERMS

This FORM-U-NET USER AGREEMENT TERMS OF USE (the "Agreement" or "TOU") is made between Software Solutions Integrated, LLC ("SSI"), a Tennessee Limited Liability Company, and you or the entity that you represent (the "Subscriber") and is subject to the following Terms of Use ("TOU"). The most current version of the TOU can be reviewed by clicking on the "Terms of Use" link located at the bottom of our web pages. This TOU is applicable to the use of www.formunet.net (together "form-U-net"). By continuing to use form-U-net, you agree to comply with all of the terms and conditions hereof.

The pronouns "you" or "your" refer to you as a user of form-U-net. The pronouns "ours" "us" or "we" refer to SSI. The term "Providers" refers to our affiliates, partners and service providers.

2. CHANGED TERMS

We reserve the right to change or discontinue any aspect or feature of form-U-net, including its availability and equipment needed to use it, at any time, for any reason and without notice. We may also revise this TOU at any time and such revision will be effective immediately upon posting of the revised TOU on form-U-net.

3. SUBSCRIPTION

You agree to an annual subscription of form-U-net commencing on the date of payment of form-U-net. Upon payment to SSI of the current subscription fee (the "Subscription Fee"), you shall receive one year subscription of form-U-net (the "Subscription Term"). Said Subscription Term commences once payment is received by SSI. The last date of the Subscription Term is referred to as the "Renewal Date".

4. RENEWAL OF SUBSCRIPTION

At approximately sixty (60) days before the end of the Subscription Term, SSI shall send you a notification reminding you to renew your form-U-net subscription. If the Subscription Fee is paid on or before the Renewal Date, then the form-U-net subscription shall be extended one year, from the Renewal Date (the "Renewal Term").

However, if you do not renew and timely pay the Subscription Fee on or before the Renewal Date, then you will be denied access to form-U-net and your data until said Subscription Fee is paid. At such time, the Renewal Term shall commence from the date of payment (not from the Renewal Date) and said subscription shall last for one year. If SSI does not receive payment for the Subscription Fee within ninety (90) days from the Renewal Date, then you give SSI permission to destroy your data.

5. DATA

You agree to give SSI permission to store your form-U-net "Data", as defined herein, on its servers. Data shall be defined as follows: all information input by the User necessary to operate form-U-net software, including, but not limited to, customers, products, material groups, formulations, pricing, and other user defined data. SSI agrees to maintain the Data from form-U-net for ninety (90) days after the Renewal Date or the end of the Renewal Term.

SSI maintains technical and organizational measures, internal controls and data security routines intended to protect your data against any accidental loss or change, unauthorized disclosures or access or unlawful destruction. We will treat your data in accordance with this TOU and our Privacy Policy.

Except for the form-U-net software that we license to you, you retain all right, title and interest in your data. You hereby grant to SSI sufficient rights to use your data as necessary for us to provide you form-U-net software support services.

6. UPDATES

We may make changes to form-U-net from time to time, including (but not limited to): (a) the availability of features, (b) how long, how much or how often given features may be used, and (c) feature dependencies upon other services or software. We will provide you with prior notice before removing any material feature or functionality of form-U-net, unless security, legal or system performance considerations require an expedited removal.

7. TERMINATION AND SUSPENSION

You may terminate your Subscription to form-U-net at any time. If you terminate your account with form-U-net, SSI may delete your data immediately without any retention period. We have no additional obligation to continue to hold, export, or return your data and have no liability whatsoever for deletion of your data under this TOU. We will not disclose the data to a third party except as you direct unless required by law.

If any country where any current or future government regulation or requirement that applies to us and prevents a hardship to SSI or causes us to believe that this TOU may be in conflict with said regulation or requirement, we may change this TOU or terminate this Subscription.

We may suspend your Subscription if: (1) it is reasonably needed to prevent unauthorized access to data, (2) you fail to respond to a claim of alleged infringement within a reasonable time, or (3) you violate this TOU. We will give you notice via email before we suspend, except when we reasonably believe we need to suspend immediately. If you do not fully address the reasons for the suspension within sixty (60) days after we suspend, we may terminate this Agreement and delete your data without any retention period.

8. EQUIPMENT

You are solely responsible for any equipment or service necessary to use form-U-net. You are solely responsible for any third party software that you install, connect, or use with any service. We will not run or make any copies of such third party software outside of our relationship with you. You may only install or use any third party software with any service in a way that does not subject our intellectual property or technology to any terms governing such software. We are not a party to and are not bound by any terms governing your use of any third party software. We do not grant any licenses or rights, express or implied, to such third party software.

9. CONDUCT

You can use form-U-net for lawful purposes only. You are not permitted to post or transmit through form-U-net any material that is unlawful, threatening, abusive, defamatory, violates the rights of others, protected by non-disclosure agreement, vulgar, obscene, profane, with or without our express prior written approval contains advertising or any solicitation. You cannot send unsolicited communication to any user of form-U-net, tamper with form-U-net, scrape or collect data from form-U-net or restrict any other user from using form-U-net. You may not reverse engineer, decompile, disassemble or work around technical limitations in form-U-net except to the extent that applicable law permits it despite these limitations. You also agree not to rent, lease, resell, transfer or license your subscription to form-U-net. You will be solely liable for any and all damages and attorney fees resulting from your conduct.

10. INTELLECTUAL PROPERTY NOTICE

form-U-net contains copyrighted material, trademarks and other proprietary information. You may not modify, publish, transmit, distribute, publish, participate in the transfer or sale, create derivative works, reproduce, or in any way exploit, any of the content, code, or software on form-U-net, in whole or in part. Rights to access form-U-net do not give you any right to implement form-U-net patents or other form-U-net intellectual property in software or devices that access the software.

11. USE OF SERVICES

We reserve the right to limit, suspend or terminate your account or access to form-U-net at any time and without notice. You acknowledge that we have the right, but not the obligation, to monitor form-U-net and/or monitor content contributed by users of form-U-net ("User Content"). SSI does not endorse User Content or links and specifically disclaims any liability, responsibility or warranty in connection with User Content. We reserve the right to review, modify and remove any User Content without prior notice. You warrant and represent that you either own or otherwise have the right to any User Content. We reserve the right to disclose any information we deem necessary to satisfy any applicable law, regulation, legal process or governmental request.

12. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If registration is needed, you must provide us with your current, complete and accurate information, as requested. You are entirely responsible for any and all activity in your account. It is your responsibility to keep your passwords and other account information confidential. The right to use form-U-net is personal to you and is not transferable to any other person or entity. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. SSI will not be liable for any loss that you may incur as a result of any use of your passwords or account, either with or without your knowledge.

13. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

FORM-U-NET IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

YOU EXPRESSLY AGREE THAT USE OF FORM-U-NET IS AT YOUR SOLE RISK. NEITHER SSI, ITS PROVIDERS NOR ANY OF OUR OR THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT FORM-U-NET WILL BE UNINTERRUPTED, COMPATIBLE OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF FORM-U-NET, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH FORM-U-NET. SSI, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING FORM-U-NET WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE FORM-U-NET. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION WILL APPLY TO FORM-U-NET IN ITS ENTIRETY. YOU ALSO ACKNOWLEDGE THAT THE AGGREGATE LIABILITY OF EACH PARTY SHALL BE LIMITED TO THE ANNUAL SUBSCRIPTION PRICE FOR FORM-U-NET FOR ONE (1) CALENDAR YEAR.

14. PRIVACY POLICY

Your ongoing use of form-U-net signifies your consent to our information practices as disclosed in our Privacy Policy which can be found by clicking on the Privacy Policy link located on form-U-net.

15. INDEMNIFICATION

You agree to defend, indemnify and hold harmless SSI, its Providers and our and their respective directors, officers, employees, service providers and agents from and against all claims, damages and expenses, including attorneys' fees, arising out of your use of form-U-net.

16. LIMITED TIME TO BRING YOUR CLAIM

YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO FORM-U-NET OR ANY RELATED SITE OR TO THE SERVICES OFFERED BY SSI MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

17. MISCELLANEOUS

This Agreement and any use rules for form-U-net established by SSI constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties. This Agreement shall be construed in accordance with the laws of the State of Illinois without regard to its conflict of laws rules. Venue for any legal action shall be with the courts located in Illinois. 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. The section headings used herein are for convenience only and shall not be given any legal import. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, 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 this Agreement will continue in effect. SSI may assign this Agreement, in whole or in part, at any time with or without notice to User. User may not assign this Agreement, or assign, transfer or sub license User's rights, if any, in form-U-net or the Services.