

TERMS OF SERVICE

The Sunshine Act Software Platform Terms of Service ("Terms of Service") are effective immediately upon the user's acceptance of the Terms of Service by clicking the "Sign Up" button with the "I have read and agree to the Terms of Service" check box checked, or upon accessing the Service (as defined below) for which the Terms of Service have been accepted on the user's behalf. You may not use the Service until you or an authorized entity or individual who has granted you access, has read and accepted all of the Terms of Service as indicated above. If you have not accepted the Terms of Service, you are not permitted to use the Service. As used in the Terms of Service, the terms "you", "your" or "user" all refer to the person using the Service in any way, including those registered as, for, or on behalf of a corporate entity, such as a company, business, affiliated entities, corporation, or other entity (i.e., not as an individual) and its employees, subcontractors, affiliates, and all other persons or entities permitted to access and use the Service in any way.

1. Services Provided by Sunshine Act Software.

(a) Permitted Uses and Restrictions on Use.

Subject to the terms and conditions of the Terms of Service (including all policies linked to it), Sunshine Act Software, LLC. ("Sunshine Act Software"), its affiliates, subsidiaries and/or subcontractors will provide the Sunshine Act Software Platform, a web-based service that allows you to import, customize, organize and manage data (the "Service"). If you have registered as, for, or on behalf of a corporation or entity and accept the Terms of Service, you are deemed to have accepted the Terms of Service on behalf of that entity and the Terms of Service will be binding as to the registered entity, and any entity, or person which it permits to access and use the Service in any way. If you permit affiliates, subsidiaries or employees to access and/or use the Service, you shall be solely responsible for (i) their acts and/or omissions in connection with their access and/or use of the Service, and (ii) ensuring that their access and/or use of the Service is in compliance with the Terms of Service, and any and all applicable local laws, rules and regulations. You represent that you have the legal power and authority to bind the entity with respect to the Terms of Service and the Service, and that you have not previously entered into any agreement or understanding which conflicts with any rights or obligations set forth in the Terms of Service. In order to use the Service, you are responsible at your own expense to acquire access to the Internet, either directly or through devices that access Web-based content, and to pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device. You shall not attempt to access any other of Sunshine Act Software's systems, programs or data that are not made available for public use.

(b) General Practices Regarding Use and Storage.

You acknowledge that Sunshine Act Software may establish or revise from time to time general practices and limits concerning your use of the Service, including without limitation, establishing the maximum amount of storage space you have on Sunshine Act Software Database at any time, as well as limiting the amount of bandwidth you may use with the Service in a given period of time. For purposes of this Section 1(b), bandwidth is defined as the total amount of data downloaded from and uploaded to the Sunshine Act Software Database server in a given period of time. In addition, Sunshine Act Software may limit without notice the volume of e-mail forwarding or file downloading from your database in response to unreasonable activity (such as spamming). You agree that Sunshine Act Software has no responsibility or liability for the deletion, corruption, or alteration of, or failure to store any messages and other communications or other information, data, text (including but not limited to names of files, databases, directories and groups/workgroups of the same), software, sound, photographs, video and graphics provided by you (collectively referred to as "Content") and maintained or transmitted by the Service. You acknowledge that it is your responsibility to backup critical data and take all steps necessary to protect your data. In addition, you agree that Sunshine Act Software may access your account for any reason and, in its sole discretion, suspend and/or deny access to your account for the purpose of investigating any problems with the Service or any other purpose that Sunshine Act Software, in its sole discretion, deems necessary or advisable. You acknowledge that Sunshine Act Software reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

(c) Links.

The Service, other Service users, or third parties may provide links to other Internet sites or resources. Because Sunshine Act Software has no control over such sites and resources, you acknowledge and agree that Sunshine Act Software is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Sunshine Act Software shall not be responsible or liable,

directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

2. Your Responsibilities.

(a) Your Registration Obligations.

In consideration for your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself in the required fields as prompted by the Service's registration form(s) (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Sunshine Act Software has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Sunshine Act Software may suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

(b) Content.

By submitting any Content to Sunshine Act Software, you warrant that: (i) you are the owner of such Content, or have been granted all the rights necessary from the owner of such Content to submit such Content to Sunshine Act Software, and (ii) the use of such Content by Sunshine Act Software and its members will not infringe or misappropriate the intellectual property rights of or otherwise violate the rights of any third party.

You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Content originated. This means that you, and not Sunshine Act Software, are entirely responsible for all Content that you upload or otherwise transmit via the Service. Sunshine Act Software does not control the Content uploaded or otherwise transmitted by you or other customers via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

(c) Other Conduct.

You agree to not use the Service to: (a) upload or otherwise transmit any Content or domain name that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, including, but not limited to, any Sunshine Act Software representative, or misrepresent your affiliation with any person or entity; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service; (e) upload or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (f) upload or otherwise transmit any Content or domain name that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person; (g) upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (h) upload or otherwise transmit 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; (i) interfere with or disrupt the Service or servers or networks connected to the Service; (j) violate any applicable law or regulation, including, but not limited to, any rules of any securities exchange, and laws regarding the export of technical data; (k) incite or provide instructional information about illegal activities; or (l) conduct raffles, contests, lotteries or sweepstakes.

(d) Restrictions on Use of the Service.

You agree not to (i) copy, sell, resell, rent or sublicense (including offering the Service to third parties on an applications service provider or time-sharing basis), lease, loan, redistribute, commercially exploit or create a derivative work of any portion of the Service, use of the Service, or access to the Service; (ii) disassemble, reverse engineer, analyze, decompile, modify, convert or translate the Service; (iii) link to the Service via the Internet, displaying any content on any other server or wireless or Internet-based device, without both obtaining the express written consent of Sunshine Act Software and properly citing Sunshine Act Software as the owner; or (iv) use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Service in a manner that sends more request messages to Sunshine Act Software servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Such restrictions do not apply to the Content you place on the Service in the form such Content is in before being placed on the Service. You agree not to access the Service by any means other than through the interface that is

provided by Sunshine Act Software for use in accessing the Service. You agree that each email message sent in connection with or using the Service shall have a footer which reads "Powered by Sunshine Act Software." You agree to immediately report to Sunshine Act Software any unauthorized use of any account or any known or suspected breach of security. You agree not to permit a third party to share or use the Service except with respect to any features of the Service which enable you to communicate with a third party.

3. Proprietary Rights.

(a) Content Submitted to the Service.

You acknowledge that Sunshine Act Software does not pre-screen Content, but that Sunshine Act Software and its designees, contractors or subsidiaries shall have the right (but not the obligation) in their sole discretion to refuse or to remove any Content that is available via the Service. Without limiting the foregoing, and without notice to you, Sunshine Act Software and its designees shall have the right to remove any Content that violates the Terms of Service or is otherwise deemed objectionable by Sunshine Act Software in its sole discretion. In addition, you agree that you must evaluate, and bear all risks associated with the use of any Content including any reliance on the accuracy, completeness, or usefulness of such Content.

(b) Sunshine Act Software Proprietary Rights.

You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and you agree not to disclose such information to any third party without Sunshine Act Software's prior permission. All right, title and interest including, without limitation, any copyright, patent, trade secret or other intellectual property right in the Service, is and shall remain the sole property of Sunshine Act Software. You acknowledge that the following shall be the sole property of Sunshine Act Software and that you will receive no compensation in relation thereto: (i) any information relating to the testing of the Service including data in connection with beta testing of new products or new product features and any related processes, notes, design, code and documentation; and (ii) any feedback, advice, suggestions or the like including any data related thereto provided by you to Sunshine Act Software. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, Service marks, patents or other proprietary rights and laws.

Sunshine Act Software acknowledges that any and all Content, including copyrights, trademarks, database rights and other intellectual property contained in such Content are owned by you. You grant Sunshine Act Software the right to use such Content only to the extent that Sunshine Act Software needs to use the Content to provide the Service, maintain, and back up the service. Sunshine Act Software does not obtain any right, title or interest in your Content, except as specifically granted herein in order to provide the Service to you.

You acknowledge that Sunshine Act Software will collect certain aggregate meta data as part of providing and analyzing the Service from time to time.

4. Modifications to the Service or Terms of Service.

(a) Modifications to the Service.

Sunshine Act Software reserves the right at any time and from time to time to modify the Service (or any part thereof) with or without notice. Should Sunshine Act Software choose to permanently discontinue the Service, Sunshine Act Software will use commercially reasonable efforts (i) to send notification to your account administrator via e-mail at least sixty (60) days prior to such discontinuance and (ii) to post notification of this decision on the Service web site at least thirty (30) days prior to such discontinuance. In such instance, you will be responsible for retrieving your data from the Service during that sixty (60) day period. You agree that Sunshine Act Software shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service, or for any resulting loss or destruction of any Content that you place on the Service. Sunshine Act Software may specify from time to time the version(s) of related products required in order to use the Service (e.g., supported browser versions).

(b) Modifications to the Terms of Service.

Sunshine Act Software reserves the right at any time and from time to time to modify the Terms of Service. In the event Sunshine Act Software modifies the Terms of Service, Sunshine Act Software will post it to the Service web site. Your continued use of any of the Service after such modification shall constitute your acceptance of the

Terms of Service with the new modifications. If you do not agree to any of such changes, you may terminate the Service and immediately cease all access and use of the Service. You agree that such termination will be your exclusive remedy if you do not wish to abide by any changes to the Terms of Service. In addition, Sunshine Act Software may at any time introduce separate Terms of Service for users in certain jurisdictions and require users in these jurisdictions to agree to the separate Terms of Service. Sunshine Act Software may also require such users to agree that termination of the separate Terms of Service and cessation of all access and use of the Service would be their exclusive remedy if they do not wish to comply with the separate Terms of Service.

5. Fees.

When you register to use the Service, you must select a payment plan. Users shall have the option to pay (a) monthly or (b) annually. Fees shall be due and payable to Sunshine Act Software by credit card or, for annual payments only, by check in advance of the billing date as set forth in your account. You represent that information regarding your credit card or other payment instrument is accurate and that you are authorized to use such credit card or payment instrument. If changes occur, you agree to promptly update your account and payment information including, without limitation, changes in billing address and credit card expiration date.

You agree to pay Sunshine Act Software the fee that is specified in the payment plan in accordance with the terms of such plan and the Terms of Service. You hereby authorize Sunshine Act Software to bill your credit card or payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your account, and you agree to pay any charges so incurred. If you wish to dispute any charges, you must inform Sunshine Act Software in writing within forty-five (45) days after the date of the disputed invoice.

Sunshine Act Software reserves the right to change the fees it charges for the Service. Sunshine Act Software will provide notice of any change on the website or in an email to your account administrator, at its option, at least 30 days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the modified fee. Sunshine Act Software reserves the right to suspend and/or terminate the accounts of users who fail to make payments on their payment plan(s) or update payment/credit card information in a timely fashion. All fees are deemed earned upon payment and are non-refundable, in whole or in part, even if Sunshine Act Software has terminated your account, you have terminated your account or the Service is suspended, cancelled or transferred prior to the end of your plan.

6. Term and Termination.

(a) Term.

The term of the Service shall be effective upon registration and thereafter shall continue on a month-to-month basis or annual basis, in accordance with the selected plan, until terminated by you or Sunshine Act Software as specified below.

(b) Suspension or Termination by Sunshine Act Software.

You acknowledge and agree that Sunshine Act Software, in its sole discretion, may refuse registration, suspend or terminate your account and/or deny you access to, use of, or submission of Content for, all or part of the Service, without prior notice and for any reason, including if you engage in any conduct that Sunshine Act Software believes: (a) violates the letter or spirit of any term or provision of the Terms of Service, (b) violates the rights of Sunshine Act Software or third parties, or (c) is otherwise inappropriate for continued access and use of the Service. In addition, Sunshine Act Software reserves the right to terminate any membership account if that account has been inactive for ninety (90) days or more. You agree that Sunshine Act Software shall not be liable to you or any third-party for any termination of your access to the Service.

(c) Termination by You.

You may terminate your account at any time upon five (5) business days' prior written notice to Sunshine Act Software.

(d) Effect of Termination.

You agree that upon termination, we may delete all files and information related to your account and may bar your access to your account and the Service. Upon your written request, Sunshine Act Software, in its sole discretion, may provide you access to the most recent data from your account for retrieval purposes for a period of two (2) or more business days prior to deletion. Notwithstanding the foregoing, you agree to back-up your data at regular intervals and before you terminate the Service and you agree to hold Sunshine Act Software harmless from any liability associated with the loss of your data and the failure to back up data or make data available to you. With respect to backed-up Service data and the Content contained therein, such Service data and/or Content will be automatically deleted over time pursuant to Sunshine Act Software's standard back-up procedures for the Service. Notwithstanding the foregoing, Sunshine Act Software will not provide you access to the most recent data from your account if Sunshine Act Software believes that such data violates the rights of Sunshine Act Software or third parties.

7. Disclaimer of Warranties; Indemnity; LIMITATION OF LIABILITY.

(a) Disclaimer.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(1) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SUNSHINE ACT SOFTWARE, ITS AFFILIATES, LICENSORS, SUBCONTRACTORS, SUPPLIERS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(2) SUNSHINE ACT SOFTWARE, ITS AFFILIATES, LICENSORS, SUBCONTRACTORS, SUPPLIERS AND SERVICE PROVIDERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS OR RESULT IN REVENUES OR PROFITS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SYSTEM OR DATA, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (v) THE SERVICE WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, AND (vi) ERRORS OR DEFECTS WILL BE CORRECTED. WHILE SUNSHINE ACT SOFTWARE WILL USE COMMERCIAL REASONABLE EFFORTS TO PREVENT UNAUTHORIZED ACCESS TO DATA ENTERED INTO "RESTRICTED FIELDS" WITHIN THE SERVICE, SUNSHINE ACT SOFTWARE MAKES NO WARRANTY THAT SUCH FIELDS WILL BE SECURE AGAINST SUCH UNAUTHORIZED ACCESS OR OTHER SECURITY BREACHES. SUNSHINE ACT SOFTWARE AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE TERMS OF SERVICE OR THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. SUNSHINE ACT SOFTWARE EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THIS SERVICE, RELATED SERVICES OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW.

(3) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(4) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SUNSHINE ACT SOFTWARE OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.

(b) Representations and Warranties.

You represent that, to the best of your knowledge and belief, your use of the Service does not directly or indirectly infringe the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your registration is accurate and reliable.

(c) Indemnity.

You agree to indemnify and hold harmless Sunshine Act Software, its subsidiaries, affiliates and subcontractors, and its and their directors, officers, agents and employees (collectively, "Indemnitees"), from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of, or related to (i) your Content, (ii) your use of the Service, (iii) your connection to the Service, (iv) your violation of the Terms of Service, (v) your violation of any proprietary or other rights of another, (vi) the placement or transmission of any message, information, software or other materials through the Service by you or users of your account, or (vii) any errors, omissions or any other actions arising out of or related to your use of the Service.

(d) Limitation of Liability.

(1) YOU EXPRESSLY UNDERSTAND AND AGREE THAT SUNSHINE ACT SOFTWARE, ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS AND SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUNSHINE ACT SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (v) TERMINATION OR SUSPENSION OF THE SERVICES OR YOUR ACCOUNT; OR (vi) ANY OTHER MATTER RELATING TO THE SERVICE.

(2) YOU ALSO AGREE THAT SUNSHINE ACT SOFTWARE WILL NOT BE LIABLE FOR ANY (i) INTERRUPTION OF BUSINESS, (ii) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) YOU ACCESS THROUGH THIS SERVICE ; (iii) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (iv) UNAUTHORIZED ACCESS TO DATA ENTERED IN, OR BREACH OF ANY SECURITY MECHANISMS USED BY YOU OR FOR YOUR DATA OR UTILIZED IN THE SERVICE OR IN ANY RESTRICTED FIELD THEREIN; OR (v) EVENTS BEYOND SUNSHINE ACT SOFTWARE'S REASONABLE CONTROL.

(3) IN NO EVENT SHALL SUNSHINE ACT SOFTWARE'S MAXIMUM AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY YOU TO SUNSHINE ACT SOFTWARE FOR THE SERVICE, TO A MAXIMUM AMOUNT EQUAL TO SERVICE FEES FOR THREE (3) MONTHS OF THE SERVICE.

(e) Exclusions and Limitations.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 7(a) AND 7(d) MAY NOT APPLY TO YOU.

8. General Information.

(a) THE SERVICE IS NOT OFFERED OR AVAILABLE TO PERSONS UNDER THE AGE OF THIRTEEN (13). Notices to you may be made via either e-mail, regular mail, overnight courier or facsimile at your contact addresses of record for the Service.

(b) The Service may also provide notices of changes to the Terms of Service or other matters by displaying notices or links to notices to you generally on the Service. If you provide notice to Sunshine Act Software, such notice shall be sent to: support@SunshineActSoftware.com with appropriately descriptive wording in the subject line.

(c) The Terms of Service (and the policies linked to them) constitute the entire agreement between you and Sunshine Act Software and governs your use of the Service, superceding any prior or contemporaneous agreements, discussions, representations or proposals, written or oral, between you and Sunshine Act Software (including, but not limited to, any prior versions of the Terms of Service) with respect to the subject matter hereof. You also may be subject to additional terms and conditions that may apply when you use affiliate or other Sunshine Act Software services, third-party content or third-party software.

(d) Except as otherwise provided herein, the Terms of Service shall be governed by the laws of the State of Oklahoma, USA without regard to its conflict of law provisions. Any controversy or claim arising out of or related to the Terms of Service shall be settled by binding arbitration held in Tulsa County, Oklahoma before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The judgment of the arbitrator shall be final and shall be enforceable in any court of competent jurisdiction. The prevailing party shall be entitled to reasonable attorney's fees actually incurred, together with costs. You agree that you fully understand the terms of the Terms of Service. All inquiries, support related or otherwise, regarding the Service should be submitted to Sunshine Act Software in English, and Sunshine Act Software will respond to such inquiries in English only.

(e) Sunshine Act Software makes no representations that the Service is appropriate for use outside of the United States. If you use the Service outside the United States, you are solely responsible for compliance with all applicable laws including, without limitation, export and import regulations of the United States and other countries. You agree to commit no act which, directly or indirectly, would violate any United States law, regulation or treaty, or any other international treaty or agreement, relating to the export, re-export or release of any of the products or associated technical data to which the United States adheres or with which the United States complies.

(f) The Terms of Service do not limit any rights that Sunshine Act Software may have under trade secret, copyright, patent, trademark or other laws. The failure of Sunshine Act Software to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect. You agree that any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect. The prevailing party in any legal action relating to the Terms of Service will be entitled to recover its attorneys' fees, litigation costs and expenses and costs of collection incurred in connection with such action.

(g) The Terms of Service will inure to the benefit of Sunshine Act Software and its successors and assigns. Your rights under the Terms of Service may not be assigned without the prior written consent of Sunshine Act Software. Any purported assignment in violation of the Terms of Service shall be void.

(h) With respect to any acquisition or use of the Service by or for any unit or agency of the United States Government (the "Government"), the Service shall be classified as "commercial computer software" as that term is defined in the applicable provisions of the Federal Acquisition Regulation (the "FAR") and supplements thereto, including the Department of Defense (DoD) FAR Supplement (the "DFARS"). The Service was developed entirely at private expense, and no part of the Service was first produced in the performance of a Government contract. If the Service is supplied for use by the DoD, the Service is delivered subject to the terms of this Terms of Service and either (i) in accordance with DFARS 227.7202-1(a) and 227.7202-3(a), or (ii) with restricted rights in accordance with DFARS 252-227-7013 (c)(1)(ii)(OCT 1988), as applicable. If the Service is supplied for use by a Federal agency other than the DoD, the Service is restricted computer software delivered subject to the terms of this Agreement and (i) FAR 12.212(a); (ii) FAR 52.227-19; or (iii) FAR 52.227-14(ALT III), as applicable. The contractor/manufacture is Sunshine Act Software, LLC. 105 West Patrick Ave, Braggs, OK 74423

(i) All representations, warranties, Sections 1(d), 5, 6, and 7 in the Terms of Service shall survive the termination of your account or access to the Service.

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