

## TSS Software Corporation

### TERMS OF USE

**Effective Date: June 10, 2010**

**PLEASE READ THIS TERMS OF USE AGREEMENT CAREFULLY BEFORE USING THIS SITE.** TSS Software Corporation (“Company,” “we,” “us”) provides this Web site and all site-related services, except those services specifically governed by a separate agreement, (collectively, the “Site”) subject to your compliance with the terms and conditions set forth in this agreement (the “Agreement”). This Agreement governs the relationship between Company and you, the Site visitor and/or member (including your employer and any affiliates and its or their employees, contractors and agents, “you”) with respect to your use of the Site. It is important that you read carefully and understand the terms and conditions of this Agreement.

IF YOU SUBSCRIBE TO OUR TITLESPIHERE SERVICE, YOU WILL BE REQUIRED TO ENTER INTO A SEPARATE MASTER SUBSCRIPTION AGREEMENT WITH US. THE TERMS AND CONDITIONS OF THE MASTER SUBSCRIPTION AGREEMENT (AND NOT THESE TERMS OF USE) WILL GOVERN YOUR USE OF THE TITLESPIHERE SERVICE. IF YOU SUBSCRIBE TO ANY OTHER SERVICE THAT REQUIRES YOU TO ENTER INTO A SEPARATE SUBSCRIPTION, SERVICES, LICENSE OR SIMILAR AGREEMENT WITH US, THE TERMS AND CONDITIONS OF THE SEPARATE AGREEMENT (AND NOT THESE TERMS OF USE) WILL GOVERN YOUR USE OF SUCH SERVICES.

We reserve the right at any time to:

- Change the terms and conditions of this Agreement;
- Change the Site, including eliminating or discontinuing any content, feature, or the services offered on the Site, in whole or in part; or
- Change any fees or charges for use of the Site.

Any changes we make will be effective automatically seven (7) days after posting such changes on the Site. Your continued use of the Site following such changes will be deemed acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement. You can determine when this Agreement was last revised by the “Effective Date” at the top of this Agreement. When using the Site, or any services provided on or through the Site, you agree that you are subject to any additional posted guidelines, rules, terms and conditions that may be applicable, which are hereby incorporated by reference into this Agreement. Upon our request, you agree to sign a non-electronic version of this Agreement.

**1. Materials.** We and our affiliates provide the text, pictures, images, graphics and other items on the Site (collectively, the “Materials”) and the software that operates the Site (the “**Software**”) for your use subject to all of the terms and conditions of this Agreement. You may download and print only textual Material explicitly labeled as available for downloading on the Site. You must retain all copyright and other proprietary notices on downloaded Materials, and any such downloaded Materials are subject to the terms and conditions of this Agreement. Further, the Materials remain the property of Company or its licensors or suppliers. Use of other Materials is conditioned on acceptance of the terms and conditions of any license agreements relating to such other Materials, including agreements of third parties. By acquiring or using the Materials, you agree to such terms and conditions. Except to the extent that Materials or Software are automatically downloaded from our servers to your computer in conjunction with your visit to or use of the Site, you may not download, copy or use any of the Materials except as expressly authorized by this Agreement and, in any event, you may not distribute, modify, transmit or publicly display the Materials without the written consent of us or, if so indicated in writing by us, its licensors or suppliers.

**2. Content.** You understand and acknowledge that we may delete all data and other information you provide through the Site after 120 days. Consequently, you should retain a copy of all such data and information for your records. We are not liable to you or any third party for any loss of data or information.

Your Content. You may upload data and other content (“Content”) to the Site in connection with your use of the Site. We do not verify, endorse or claim ownership of any Content and you retain all right, title and interest in and to the Content. By maintaining your Content on the Site you grant to us a non-exclusive, worldwide, perpetual, royalty-free and fully paid license under all intellectual property rights to copy, distribute, transmit, translate and reformat your Content solely to provide the services of the Site to you. By uploading Content to this Site, you agree that you have full lawful right to the information and the right to distribute the information. You agree that this license includes a right for us to make such Content available to other companies, organizations, or individuals with whom we have a relationship for the provision of services and to use such Content in connection with the provision of those services. You agree that Content may be stored at our facilities in the United States and at third party facilities in the United States or any other country. By using the Site you agree to and acknowledge that Content may be transferred across national boundaries and processed outside of your country.

Company Access to Content. You acknowledge that the services offered by the Site are automated and that Company personnel will not access or view any Content except as reasonably necessary to provide and maintain the services offered by the Site, including but not limited to (a) respond to support requests, (b) detect, prevent or otherwise address fraud, security or technical issues, (c) as deemed necessary by Company to conform to legal requirements or comply with legal process or (d) enforce this Agreement.

Storage and Use of Content. We retain the right to create limits on your use of Content such as limits on file size, storage space, processing capacity, time frames for retention of Content and other similar limitations as otherwise determined by us in our sole discretion. We store your information in accordance with our then-current storage policies. We may delete, as applicable, all or portions of your Content upon termination of this agreement or upon the expiration of some time limit defined by us. We are not required to notify you when we delete Content.

**3. Registration.** Some areas of the Site may require you to register. When and if you register, you (a) agree to provide accurate, current and complete information about yourself as prompted by our registration form (including your e-mail address), (b) agree to maintain and update your information (including your e-mail address) to keep it accurate, current and complete, and (c) represent that you do not compete in business either directly or indirectly with us and that you do not represent any entity that competes in business either directly or indirectly with us. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate this Agreement and your use of the Site.

As part of the registration process, you will be asked to provide a username and password. We may refuse to accept a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Site to any third party. If you have reason to believe that your account with us is no longer secure, you must promptly change your password and immediately notify us of the problem by e-mailing us at [support@iwantTSS.com](mailto:support@iwantTSS.com). **YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.**

**4. Code of Conduct.** While using the Site, Materials and/or Software, you agree not to:

- Restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of “hacking” or defacing any portion of the Site;
- Use the Site, Materials or Software for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Post, transmit or otherwise make available (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party’s intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Engage in spamming or flooding;

- Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, data bombs, time bombs or other items of a destructive nature;
- Use the Site in any manner that could damage, disable, overburden, or impair any Company server, or the network(s) connected to any Company server;
- Attempt to gain unauthorized access to the services, materials, other accounts, computer systems or networks connected to any Company server or to the Site through hacking, password mining, or any other means;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or Software;
- Remove any copyright, trademark or other proprietary rights notices contained in the Site, Materials or Software;
- “Frame” or “mirror” any part of the Site without our prior written authorization;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents; or
- Harvest or collect information about Site visitors or members without their express consent.

While using the Site, Materials and/or Software, you agree to comply with all applicable laws, rules and regulations.

**5. Information Provided by Company.** Although Company strives to provide Materials that are both useful and accurate, laws, regulations, data and other information change frequently and are subject to varying interpretations. In addition, the facts and circumstances of every situation differ. Accordingly, although Company endeavors to use reasonable care in assembling the Materials, the Materials may not be up-to-date, accurate or complete. THE INFORMATION PROVIDED ON THIS SITE IS PROVIDED "AS IS." COMPANY DOES NOT WARRANT THE ACCURACY OF THE INFORMATION, AND IT MAKES NO COMMITMENT TO UPDATE THE INFORMATION.

In addition, portions of the Materials may have been contributed to the Site by various industry specialists and service providers. The inclusion of such information does not indicate any approval or endorsement of such providers, and Company expressly disclaims any liability with respect to the foregoing.

Company hopes and believes that the Materials will be helpful as background reference, but they should not be construed as legal, accounting or other professional advice on any subject matter. Company has endeavored to comply with legal and ethical requirements known to the Company personnel who compiled this Site, but Company is not engaged in rendering legal, accounting or other professional services, and availability or use of the Materials is not intended to create, and does not create, any attorney-client, accounting-client or other professional services relationship. Use of the Materials is not an adequate substitute for obtaining legal, accounting or other professional advice from a licensed provider in your jurisdiction. You agree you will not act or refrain from acting based on any of the Materials without first seeking the services of a competent professional.

**6. Purchases.** We may make available products and services for purchase through the Site, and we may use third-party suppliers and service providers to enable e-commerce functionality on our Site. If you wish to purchase any product or service made available by us through the Site (each such purchase, a "Transaction"), you may be asked to supply certain information relevant to your Transaction, including without limitation your credit card number, the expiration date of your credit card, your billing address, and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant Company the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

**7. Products, Content and Specifications.** The inclusion of any products or services on this Site at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased from this Site. By placing an order,

you represent that the products ordered will be used only in a lawful manner. Company reserves the right, with or without prior notice, to discontinue any product or service; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all Transaction(s); and/or to refuse to provide any user with any product or service. Refunds and exchanges will be subject to Company's refund and exchange policies then in effect. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred, including without limitation all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions. While it is our practice to confirm orders by e-mail, the receipt of an e-mail order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. We reserve the right, without prior notice, to limit the order quantity on any product or service and/or to refuse service to any customer. We also may require verification of information prior to the acceptance and/or shipment of any order.

**8. Links.** Company assumes no responsibility for information published by third parties to which this Site may be linked. Any access to other sites from this Site is at your own risk. Company provision of a hyperlink to another site is not an endorsement, sponsorship, association or affiliation by Company with respect to such sites, their owners or their contributors. It is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Site or other sites) is free of such items as viruses, worms, trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

**9. Forums.** We and/or our service providers may make available through the Site services (for example, message boards, forums, blogs, chat functionality, messaging functionality and comment functionality on the Site, among other services) to which you are able to post information and materials (each, a "Forum").

Information contained in the Forums may be provided by employees of Company and its affiliates as well as by third party visitors to the Site. Please note that Site visitors may post messages or make statements in the Forums that are inaccurate, misleading or deceptive. Company, its affiliates and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers and service providers neither endorse nor are responsible for any opinion, advice, information or statements made in the Forums by third parties. Without limitation, Company, its affiliates and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers and service providers are not responsible for any information or materials made available through the Forums (including without limitation errors or omissions in Forum postings or links or images embedded in a Forum message) or results obtained by using any such information or materials. Under no circumstances will Company, its affiliates or their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers or service providers, be liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed in the Forums reflect solely the opinions of the individuals who submitted such opinions, and may not reflect the opinions of Company.

In addition, Company, its affiliates and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers and service providers have no control over, and shall have no liability for, any damages resulting from the use (including without limitation republication) or misuse by any third party of information voluntarily made public through a Forum or any other part of the Site. **IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A FORUM OR OTHERWISE ON THE SITE, YOU DO SO AT YOUR OWN RISK.**

**10. License.** For purposes of clarity, you retain ownership of any information, content and/or materials you submit through a Forum or otherwise through the Site (each, a "Submission"). However, please note that we need certain rights to your Submissions to be able to make them available on the Site. As such, you hereby grant to Company, its affiliates and their respective service providers and designees a worldwide, non-exclusive, transferable, sublicenseable (through multiple tiers), royalty-free, perpetual, irrevocable right and license, without compensation to you: to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), create derivative works of, transmit, publicly display and publicly perform such Submission, in any media now known or hereafter developed.

This license is non-exclusive (so you can license your Submissions to others), worldwide (as the Internet is global in its reach), fully-paid up and royalty-free (so that we do not have to pay you for posting your Submissions),

sublicenseable through multiple tiers (so that we can use our service providers and subcontractors to provide Services).

For each Submission, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, and that such Submission, and your provision thereof to and through the Site, comply with all applicable laws, rules and regulations. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory. We request this waiver to help ensure that we have all the rights we may need to provide the Services available through the Site.

**11. Monitoring.** You acknowledge and agree that (a) we reserve the right (but have no obligation) to do any or all of the following, at our discretion: (i) monitor Submissions; (ii) alter, remove, or refuse to post or allow to be posted any Submission; and/or (iii) disclose any Submissions, and the circumstances surrounding their transmission, to any third party in order to operate the Site; to protect Company, its affiliates and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers and service providers, and the Site’s users and visitors; to comply with legal obligations or governmental requests; to enforce this Agreement; or for any other reason or purpose.

**12. Ownership and Restrictions on Use.** The Site is owned and operated by Company in conjunction with others pursuant to contractual arrangements, and the Materials (and any intellectual property and other rights relating thereto) are and will remain the property of Company and its licensors and suppliers. The Materials and the selection, compilation, collection, arrangement and assembly thereof are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. Except as expressly permitted under “Use of Materials” above, you may not copy, reproduce, republish, upload, post, transmit or distribute Materials or other content or information available on or through the Site in any way without our prior written permission. The Materials may be used solely to the extent necessary for your authorized use of the Site, as expressly permitted under “Use of Materials” above or as expressly authorized in writing by Company or, if so indicated in writing by Company, its licensors or suppliers. Modification of the Materials or use of the Materials for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Site or the Materials.

The trademarks, logos, and service marks displayed on the Site (collectively the “**Trademarks**”) are the registered and unregistered trademarks of Company, Company’s licensors and suppliers, and others. The Trademarks owned by Company, whether registered or unregistered, may not be used in connection with any product or service that is not Company’s, in any manner that is likely to cause confusion with customers, or in any manner that disparages Company. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of Company, Company’s licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and Company will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

**13. Feedback.** By submitting ideas, suggestions, documents and/or proposals (“**Feedback**”) to us, you acknowledge and agree that (a) you have all rights necessary to provide your Feedback to us, (b) we are not under any obligation of confidentiality, express or implied, with respect to the Feedback, (c) we, in our discretion, shall be entitled to use and disclose such Feedback for any purpose, in any way, in any media worldwide, (d) we may have a product or service similar to the product or service described in the Feedback already under consideration or in development, (e) the Feedback automatically becomes our property without any obligation to you, and (f) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances.

**14. Advertisements.** Some of the services offered on the Site are supported by advertising revenue and may display advertisements and promotions. These advertisements and promotions may be targeted to you based on the content or information you provide through the Site, queries you make through the Site or other information about you provided through the Site.

**15. Support.** Although we make reasonable efforts to support the Site and offer you access to support in the use of the Site, we make no guarantee that (a) we will respond in any manner to requests for support, (b) requests for

support will be handled in a timely fashion, if at all, or (c) information supplied in response to a support request is correct.

**16. Access By Minors.** You must be 13 years or older to use the Site. If you are under 13, you may not use the Site.

**17. Jurisdictional Issues.** The Site is solely directed to individuals residing in the United States. We make no representation that Materials available on or through the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

We reserve the right to limit the availability of the Site and/or the provision of any service or product described on the Site to any person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such service or product that we provide.

**18. Termination.** This Agreement shall remain effective until terminated in accordance with its terms. Either party may terminate this Agreement immediately upon notice to the other party. In addition, we reserve the right to immediately terminate this Agreement, and/or your access to and use of the Site or any portion thereof, at any time and for any reason, with or without cause. Upon termination of this Agreement by either party, your right to use the Site shall immediately cease, and you shall destroy all Materials obtained from the Site and all copies thereof, whether made under the terms of this Agreement or otherwise, except that you may retain copies of any forms you prepared through your use of the Site.

**19. Disclaimers.** THE SITE, THE MATERIALS ON THE SITE, ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE AND THE SOFTWARE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. COMPANY AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE, THE MATERIALS OR THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, THE SERVER(S) ON WHICH THE SITE IS HOSTED OR SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, THE MATERIALS AND THE SOFTWARE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF COMPANY OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE SITE, IN THE SOFTWARE OR OTHERWISE, SHALL CREATE ANY WARRANTY. **YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK. YOU SHOULD NOT POST ANY CONTENT ON THE SITE WITHOUT MAINTAINING A COPY OF SUCH CONTENT IN ANOTHER LOCATION AS THE CONTENT MAY BE ERASED, REMOVED OR CORRUPTED AT ANY TIME. COMPANY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SUCH ERASURE, REMOVAL OR CORRUPTION.**

**20.** A possibility exists that the Site or the Materials could include inaccuracies or errors, or information or materials that violate these Terms of Use (specifically, the Code of Conduct above). Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Site or the Materials. Although we attempt to ensure the integrity of the Site, we make no guarantees as to the Site's completeness or correctness. In the event that a situation arises in which the Site's completeness or correctness is in question, please contact us at [support@iwantTSS.com](mailto:support@iwantTSS.com) with, if possible, a description of the material to be checked and the location (URL) where

such material can be found on the Site, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable.

**21. Limitation of Liability.** NEITHER COMPANY NOR ANY OF OUR AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, THE MATERIALS, THE SOFTWARE, ANY LINKED SITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, MATERIALS, SOFTWARE OR ANY LINKED SITE IS TO STOP USING THE SITE, MATERIALS, SOFTWARE OR LINKED SITE, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO COMPANY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE.

**22. Indemnification.** You agree to indemnify, defend and hold Company, our affiliates, licensors, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, including any violation of the Code of Conduct, above; (b) any allegation that any content, Submissions, or other materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) your activities in connection with the Site.

**23. Claims of Copyright Infringement.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send Company a notice requesting that Company remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices should be sent to: Robert D. Miller, TSS Software Corporation, 425 Fourth Street Annapolis, MD 21403, Telephone 443-321-5612, e-mail address [rmiller@iwantTSS.com](mailto:rmiller@iwantTSS.com).

We suggest that you consult your legal advisor before filing a notice or counter-notice.

**24. Questions.** The Site is provided by TSS Software Corporation. If you have any questions, comments or complaints regarding this Agreement or the Site, feel free to contact us at 425 Fourth Street Annapolis, MD 21403, 443-321-5600 or [support@iwantTSS.com](mailto:support@iwantTSS.com).

**25. Filtering.** Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the two web sites GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that Company does not endorse any of the products or services listed at such site.

**26. Notice for California Users.** Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N-112, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**27. Miscellaneous.** This Agreement is governed by and construed in accordance with the laws of the State of Maryland, United States of America, without regard to its principles of conflicts of law. You agree to submit to the

exclusive jurisdiction of any State or Federal court with jurisdiction over the County of Anne Arundel, Maryland, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. This Agreement is not assignable, transferable or sublicenseable by you except with Company's prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

Our Privacy Policy is a separate document, but it forms a part of this Agreement. Please read our [Privacy Policy](#).