

2010 JUNE

TERMS OF SERVICE DOCUMENT

1. YOUR RELATIONSHIP WITH ASURE TEST, INC.

1.1 Your use of software, documents and services (each a "Service" and collectively known as the "Services") are subject to the terms of service as stated herein. This is a legal agreement between you and Asure Test, Inc. ("Asure Test") located at 2101 Collier Corporate Parkway, Saint Charles, Missouri 63303.

1.2 Unless otherwise agreed upon in writing by Asure Test, these terms of service apply to all of the Services offered by Asure Test. These are referred to as Global Terms.

1.3 Our Services may also include Additional Terms. When Additional Terms of Service are added to these Global Terms, you can access the additional terms through the use of the Service. If there is a conflict between the Global and Additional Terms of Service, the Additional Terms of Service shall supercede the Global Terms.

1.4 It is important for you to take the time to read through these terms carefully. Collectively this agreement is referred to as the "Terms."

2. ACCEPTING THE TERMS

2.1 In order to use the Services, you must accept the Terms.

2.2 You can accept the terms in two ways:

2.2A By using the service; or

2.2B By clicking an "I Agree" button, selecting an "I Agree" check box or signifying in the appropriate way that you accept and agree to the Terms. This option is made available to you when attempting to use a Service.

2.3 You may not use the Services and may not agree to the Terms if you are not of legal age, are a person barred from receiving the Services under the applicable laws of the United States or your State, or other countries in which you are a resident or from which you use the Services.

2.4 You should save or print a copy of these Terms.

3. PROVISIONS

3.1 You agree that Asure Test may, at any time, stop (either permanently or temporarily) any Service we provide to you with or without your prior notice. You may stop using the Services at any time on your own. You do not need to notify Asure Test when you stop using any Service.

3.2 You agree that if Asure Test disables, closes or suspends access to your account you may not be able to access any Services, including any files, data or other content that is contained within that account.

4. USE OF THE SERVICES BY YOU

4.1 In order to access some of our Services, you may be required to provide information about yourself, such as identification, contact information, usernames or passwords as part of the registration process or as part of the use of the Service. You agree to keep all information requested accurate, correct and up-to-date as long as you are using the Service.

4.2 You agree to use the Services only for the purposes permitted by the Terms and any applicable law.

4.3 You agree to not access or attempt to access any of the Services by any means other than through interfaces provided by Asure Test. Use of scripts, web crawlers are permitted as long as you comply with the instructions laid out in any robots.txt file present on the Services.

4.4 You agree that you will not engage in any activity that could interfere or disrupt the Services, or the network or servers that they are hosted on.

4.5 Unless permitted in writing, you agree not to reproduce, duplicate, copy, sell, trade, resell or otherwise transfer or distribute any of the Services for any purpose.

4.6 You agree that you are solely responsible for any breach of your obligations under these Terms and for any consequences (including any loss or damage suffered by Asure Test) for any such breach.

5. PASSWORDS AND SECURITY

5.1 You agree that you are responsible for maintaining the confidentiality of passwords associated with your accounts that access the Services.

5.2 You agree that you will be solely responsible for any and all activity under your account.

5.3 If you become aware or suspect any unauthorized activity on your account you agree that you must notify Asure Test immediately by telephone at 636-916-0050.

6. PRIVACY

- 6.1 For information about our privacy policy, please visit <http://www.asuretest.com/privacy.php>
6.2 You agree to the use of your account data in accordance with Asure Test's privacy policies.

7. CONTENT

- 7.1 You agree that you are solely responsible for any content that you create, transmit or display while using the Services and for the consequences of your actions by doing so.
7.2 Content is defined as any data files, images, audio, video, text or computer software. (referred to as "Content" in these Terms).

8. PROPRIETARY RIGHTS

- 8.1 You acknowledge and agree that Asure Test owns all rights, titles and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights might exist.) You further acknowledge that the Services may contain information which is designated as confidential by Asure Test and that you shall not disclose such information without the written consent of Asure Test.
8.2 Unless you have a written agreement with Asure Test, nothing in the Terms gives you any right to use any of Asure Test's trade names, trade marks, service marks, logos, or domain names.
8.3 Unless you have been expressly authorized by Asure Test, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.
8.4 You agree that you will not remove, obscure or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

9. LICENSE

- 9.1 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of any software or any part thereof, unless expressly permitted by law or unless you have been told you may do so by Asure Test in writing.
9.2 Unless granted in writing by Asure Test, you do not have permission to assign (or grant a sub-license of) your rights to use, grant a security interest in or over your rights to use any software provided by Asure Test, or otherwise transfer any part of your rights to use the software.

10. CONTENT LICENSE TO ASURE TEST FROM YOU

- 10.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through the Services. By submitting, posting or displaying Content, you give Asure Test a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through the Services provided. This license is for the sole purpose of enabling Asure Test to display, distribute and promote the Services and may be revoked for certain Services as defined in Additional Terms of those Services.
10.2 You agree that this license includes a right for Asure Test to make such Content available to other companies, organizations or individuals who have a relationship with Asure Test.
10.3 You understand that Asure Test, may transmit or distribute your Content over various public networks and in various media and that changes may be made to the Content if it is necessary to conform or adapt to the technical requirements of the Service. You agree that this license permits Asure Test to take these actions.
10.4 You confirm and warrant to Asure Test that you have all the rights, power and authority necessary to grant the above license.

11. ENDING YOUR RELATIONSHIP WITH ASURE TEST

- 11.1 The Terms will continue to apply until terminated by either you or Asure Test.
11.2 If you wish to terminate your agreement with Asure Test, you may do so by:
11.2A Notifying Asure Test at any time that you wish to do so; or
11.2B Closing your accounts for any and all of the Services that you use if this option is available to you.
11.3 Asure Test may at any time terminate this agreement with you if:
11.3A You breach the Terms or acted in a manner which clearly shows that you do not intend to, or are unable to, comply with the Terms; or
11.3B Asure Test is required to do so by law; or
11.3C Asure Test is no longer providing the Services to users in the country in which you are a

resident or from which you use the Service; or

11.3D The provision of the Services to you by Asure Test in Asure Test's opinion, is no longer commercially viable.

11.4 Nothing in this section shall affect Asure Test's rights regarding provision 3 of these Terms.

11.5 If these Terms come to an end, all of the legal rights, obligations and liabilities that you and Asure Test have benefitted from, been subject to, or which are expressed to continue indefinitely, shall be unaffected by this cessation.

12. WARRANTIES

12.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

12.2 IN PARTICULAR, ASURE TEST, ITS SUBSIDIARIES AND AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENT;
- (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
- (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND
- (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

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

12.4 NO ADVICE OR INFORMATION, WHETHER VERBAL OR WRITTEN, OBTAINED BY YOU FROM ASURE TEST OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

12.5 ASURE TEST FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13. LIMITATION OF LIABILITY

13.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT ASURE TEST, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

- (B1) ANY CHANGES WHICH ASURE TEST MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
- (B2) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
- (B3) YOUR FAILURE TO PROVIDE ASURE TEST WITH ACCURATE ACCOUNT INFORMATION; OR
- (B4) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

13.2 THE LIMITATIONS ON ASURE TEST'S LIABILITY TO YOU IN PARAGRAPH 13.1 SHALL APPLY WHETHER OR NOT ASURE TEST HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

14. OTHER CONTENT

14.1 Asure Test's Services may include hyperlinks to other web sites, resources or content outside of the asuretest.com domain. Asure Test may have no control over any web sites or resources which are provided by persons or companies other than Asure Test.

14.2 You acknowledge and agree that Asure Test is not responsible for the availability of any such sites or resources, and does not endorse or utilize any advertising, products or other materials on or available from such web sites or resources.

14.3 You acknowledge and agree that Asure Test is not liable for any loss or damage which may be incurred by you as a result of those external sites or resources or as a result of any reliance placed by you on the completeness, accuracy or existence of any products or other materials on, or available from, such web sites or resources.

15. CHANGES TO THE TERMS

15.1 Asure Test may make changes to these Global Terms from time to time. When these changes are made, Asure Test will make a new copy of the Terms available at <http://www.asuretest.com>

and any new Additional Terms will be made available to you from within, or through, the affected Services.

15.2 You understand and agree that if you use the Services after the date on which the Global Terms or Additional Terms have changed, Asure Test will treat your use as acceptance of the updated Global Terms or Additional Terms.

16. LEGAL TERMS

16.1 Sometimes when you use the Services, you may (as a result of, or through the use of the Services) download a piece of software, or purchase goods, or use a service which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

16.2 The terms constitute the whole legal agreement between you and Asure Test and govern your use of the Services (unless those services are provided under a separate written agreement), and completely replace any prior agreements between you and Asure Test in relation to the Services.

16.3 You agree that Asure Test may provide you with notices, including those regarding changes to the Terms, by email, regular mail or postings on the Services.

16.4 You agree that if Asure Test does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Asure Test has the benefit of under any applicable law), this will not be taken to be a formal waiver of Asure Test's rights and that those rights or remedies will still be available to Asure Test.

16.5 If in any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid or unlawful, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

16.6 The Terms, and your relationship with Asure Test under the Terms, shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions. You and Asure Test agree to submit to the exclusive jurisdiction of the courts located within the County of Saint Charles, Missouri to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Asure Test shall be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.