

Allinial Global maintains this Web site (the "Site") as a service free of charge.

These Terms of Use (the "Terms"; and together with our [Privacy Policy](#) and any separate or supplemental terms applicable to the Services, collectively, the "Agreement") is a legal agreement between you and Allinial Global, a Louisiana non-profit corporation ("Allinial"), that governs your use of the www.allinialglobal.com website and associated webpages (collectively, the "Site"), including, without limitation, those webpages available only to Allinial member firms (each, a "Member") via the Members'-only portal (the "Member Portal").

Please read these Terms carefully. Your use of the Site constitutes your agreement, without modification, to all of the terms, conditions, and notices in the Agreement. If you do not accept the Agreement, you may not use the Site. As used in these Terms, "we," "our" or "us" refers to Allinial. "You," "yours" or other similar designation refers to the person accessing or using the Site.

Special terms may apply to certain interactive features or services available via the Site (the "Services"). These Services may be available only to our Members. These terms may be posted on the Site in connection with the applicable Services, and you must agree to such terms before you access or use such Services. In the event of a conflict between these terms and the separate terms applicable to the Services, the separate Services terms will prevail.

We reserve the right to change these Terms at any time by posting revised Terms on the Site or by sending an email to the last email address you gave us), so we encourage you to review this web page periodically. The changes will be effective immediately when posted. Your use or continued use of the Site following the posting of any changes to these Terms shall constitute your acceptance of the changed Terms.

ELIGIBILITY; ACCESS TO SERVICES

Before you can access or use the Site or the Services, you must be able to enter into a legally binding contract with us. This means that

- (1) if you are a person, you must be at least eighteen (18) years old and have the legal capacity to enter into a contract, and
- (2) if you are using the Site or the Services on behalf of a Member, you must have the legal authority to bind such Member to these Terms.

To gain access to the Member Portal, our registration requirements for the same must be met, including, without limitation, you are a member of Allinial. Certain additional requirements may be posted in association with the registration to use particular Services. By using the Site or the Services, you represent and warrant that you satisfy these qualifications (all of such qualifications, the "Eligibility Requirements"). We may

refuse service, close accounts of any users and change the Eligibility Requirements at any time and without any liability.

MEMBER PORTAL ACCOUNTS

We will establish an account for each Member and the users they designate based on information provided by the Member. You agree to provide and maintain your account with accurate and complete information about your Member and your authorized users as prompted by the Member Portal. By providing us with such information, you authorize us and our third party agents to make any inquiries we consider necessary to confirm such information. You will not impersonate any third party or misrepresent your identity or affiliation with any third party, including using another person's account information, or another person's name, likeness, voice, image or photograph.

Without limiting the generality of the foregoing, you hereby agree to and indicate responsibility for the accuracy, completeness and timeliness of all data and information you transmit via the Member Portal and any Services available thereon. Allinial may add a level of data validation periodically, but this in no way alleviates your role in maintaining the integrity of your data. Allinial will not be responsible for the evaluation or verification of your information. You agree to indemnify, defend and hold harmless Allinial and its affiliates, and any of their officers, directors, shareholders, employees, consultants, agents, licensors and suppliers, from and against any and all claims, liability, damages, costs and/or expenses, including but not limited to reasonable attorneys' fees, arising from incomplete or inaccurate data in your Member account. It is your responsibility to give your best efforts in providing current data in a timely manner.

You are responsible for maintaining the confidentiality of your personal information and for restricting access to your account. A Member may authorize additional users on its account, subject to any maximum usage limits we may establish in our sole discretion from time to time. You are responsible for all activities that occur under your account, and we will not be liable for any actions by any other individual that uses your account (including, without limitation, any other authorized users), identity or personal information with or without your consent or knowledge. You also agree to notify us promptly of any unauthorized use of your account, account information, identity, or personal information, or other breach of security that you become aware of involving or relating to the Site or the Services. In addition, you agree to exit from your account or the Services at the end of each session.

We do not get involved in disputes over who owns an account. You will not request access to or information about an account that is not yours, and you must resolve any account-related disputes directly with the other party. We decide who owns an account based solely on the information available to us with respect to the account, including, without limitation, the contact information on the account and other information available in the account.

USE OF SITE AND SERVICES

You certify that you take full responsibility for the selection and use of and access to the Site and the Services. We may change, suspend or discontinue any aspect of the Site or the Services at any time, including the availability of any feature, database or content. We may also impose limits on certain features and services or restrict your access to part, or all, of the Site or the Services, without notice or liability.

All of the Site and Services content we make available to you is subject to copyright, trademark, service mark, trade dress and other intellectual property rights or licenses held by us or our licensors. We grant you a limited license to access and use the Site and the Services only to gather information about and participate in the programs and services we offer on the Site, including, without limitation, the Services. You may not otherwise use the content displayed on the Site or the Services. This is an Agreement for services and access to the Site only, and you are not granted a license to any software by this Agreement. Nothing on the Site or the Services shall be construed to confer any grant or license of any intellectual property rights, whether by estoppel, by implication, or otherwise. We and our licensors retain all right, title and interest in and to the Site and the Services, and reserve all rights not expressly granted herein.

You may not download (other than page caching) any of the Site. You also may not copy, modify, publish, distribute, transfer or create derivative works from any of the Site or the Services or any materials on the Site or the Services (including, without limitation, computer programs or other code). You must abide by all trademark and copyright notices, information, or restrictions contained in or attached to any portion of the Site or the Services.

Your license to access and use the Site and the Services does not include the right to resell any of the Site, the Services or its contents. You may not collect or use any member or referral partner listings, descriptions, or prices, download or copy account information for the benefit of a third party, or use data mining, robots, or similar data gathering and extraction tools; provided, however, that Members may use any contact information and other information made available via the Services solely in the ordinary course of their internal business operations. You may not frame or utilize framing techniques to enclose any proprietary information (including images, text, page layout, or form) of the Site or the Services without our written consent. You may not use any metatags or any other "hidden text" utilizing the name, domain name or trademarks of Allinial without our express written consent. Any unauthorized use terminates the permission or license granted by us to access the Site and Services.

As a condition of your use of the Site and the Services, you warrant that you will not use the Site or the Services for any purpose that is unlawful or prohibited by these Terms and will otherwise comply with these Terms. Without limiting the generality of the foregoing, (1) you may not use the Site or the Services in a manner that could damage, disable, or impair the Site or Services or interfere with another party's use of the Site or

Services; (2) you may not obtain or attempt to obtain any content through any means not intentionally made available through the Site or the Services; (3) you will not obtain or attempt to obtain access to any other subscriber's or user's account; and (4) you will not upload, post, distribute or otherwise publish through the Site or Services any materials that (i) restrict any other user from using and enjoying the Site or Services, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would give rise to civil liability or otherwise violate any law, (iv) violate or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or other proprietary rights, or (v) contain a virus or other harmful component.

Although we have no obligation to monitor the content provided by you or your use of the Site or the Services, we may do so and may, in our sole discretion, block or remove any content, Submissions (as defined below) or other Member Data (as defined below), or prohibit any use of the Site or the Services that we believe may be (or is alleged to be) in violation of this Agreement. In no case will such monitoring or related action make us responsible or liable for compliance with any laws or other obligations, for which you remain solely responsible and liable.

SUBMISSIONS GENERALLY

By posting or submitting any materials or any other communication (individually or collectively "Submissions"), to or through the Site (e.g. via an email contact form, online forum or resource library, to the extent we make such features available), you grant us and our affiliated companies and necessary sub-licensees a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Submissions, in all media now known or hereafter developed, unless otherwise prohibited by the terms of these Terms or any applicable federal, state or local law or regulation. You waive all rights to any claim against us for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with our authorized use of such Submissions.

By posting or submitting your Submissions, you warrant and represent that you own or control all of the rights to your Submissions, including, without limitation, all the rights necessary for you to provide or submit such Submission. You acknowledge that, by submitting Submissions through the Site, no confidential, fiduciary, contractually implied or other relationship is created between you and us other than pursuant to these Terms or applicable federal, state or local law or regulations.

The terms of this section do not apply to any data, content or information whose use and disclosure is specifically restricted in our Privacy Policy or any applicable Services terms.

SITE AND SERVICE METRICS

By using the Site and any Services, you grant Allinial the right to collect data about your use of the Site or Services, including, without limitation, data related to how your users access and utilize the Site or Services ("Metrics Data"). You agree that we may collect this data by automated means, such as data mining, robots, scraping and similar extraction tools. You hereby grant us and our affiliated companies and necessary sub-licensees a nonexclusive, worldwide, royalty-free, sub-licensable and transferable right during the term of this Agreement to use, copy, reproduce, reformat, modify, create derivative works based on, excerpt, translate, publish, transmit, perform, upload, or display such Metrics Data (including all related intellectual property rights) solely in connection with performing for you or providing to you the Site or the Services. In addition, you grant Allinial and its affiliated companies and necessary sub-licensees a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sub-licensable and transferable right to use, copy, reproduce, reformat, modify, create derivative works based on, excerpt, translate, publish, broadcast, transmit, perform, upload, or display your Metrics Data (including all related intellectual property rights), only as aggregated with other user Metrics Data in a manner that does not contain personally identifiable information, to improve or market the Site or Services.

THIRD PARTY SITES AND SERVICES

The Site and Services may contain links to, or incorporate or utilize, other websites, services or tools owned or maintained by third parties (collectively, "Third Party Services"), such as, but not limited to email programs, LinkedIn, Facebook, Twitter and YouTube. These Third Party Services may, among other things, allow you to access content we make available via the Site and Services and communicate with use and other Allinial members and referral partners. You hereby grant us all required permissions to access such Third Party Services and provide these functionalities.

We may terminate any Third Party Service's ability to interact with the Site or the Services at any time, with or without notice, and in our sole discretion, with no liability to you or to the third party. Any Third Party Service may take actions to impact our ability to make available some or all of the features of the Site or the Services at any time, with or without notice, and we will not be liable to you or to the third party for any such actions.

The Third Party Services are not under our control, and we are not responsible for the contents of any Third Party Services or any changes or updates to a Third Party Service. We do not guarantee the accuracy and completeness of the information obtained through any Third Party Service. Accordingly, we will not be liable for decisions made based upon information on the Third Party Services. We are not responsible for web casting or any other transmission received from any Third Party Services. We provide the Third Party Services to you only as a convenience and as an enhancement to our Services, and the inclusion of any Third Party Services does not imply endorsement by

us of the Third Party Service or any association with its operators. You agree to abide by the terms and conditions of any applicable Third Party Services. Notwithstanding anything set forth herein to the contrary, you will abide by these Terms regardless of anything to the contrary in your agreement with any third party, and you shall not use any Third Party Services to avoid the restrictions set forth in these Terms.

TERMINATION; SURVIVAL

We may suspend the Site or the Services or terminate your Member Portal account at any time, with or without cause, without notice. Your Member Portal account will also be closed if you or your Member, as applicable, ceases to satisfy the Eligibility Requirements or if an administrative user on your Member's account directs that your account be terminated. Once your Member Portal account is terminated, we may permanently delete your account and all of the associated data. The Submissions, Site and Service Metrics, Termination; Survival, Liability Disclaimer and Limitation, Indemnification, Compliance with Laws, Governing Law; Dispute Resolution and General sections of these Terms shall survive any such termination.

LIABILITY DISCLAIMER AND LIMITATION

THE SITE (INCLUDING, WITHOUT LIMITATION, THE MEMBER PORTAL), THE SERVICES AND THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, CONTENTS, GRAPHICS, DOCUMENTS AND OTHER ELEMENTS INCLUDED IN OR AVAILABLE THROUGH THE SITE OR THE SERVICES (COLLECTIVELY, THE "CONTENTS") MAY INCLUDE ERRORS. WE MAY, IN OUR SOLE DISCRETION, MAKE IMPROVEMENTS, DELETIONS, OR OTHER CHANGES IN THE SITE, THE SERVICES OR THE CONTENTS AT ANY TIME WITHOUT NOTICE, BUT WE ARE NOT REQUIRED TO DO SO. WE MAY IMPOSE LIMITS ON CERTAIN FEATURES AND SERVICES OR RESTRICT YOUR ACCESS TO THE SITE, THE SERVICES OR TO PORTIONS OF THE SITE OR THE SERVICES WITHOUT NOTICE OR LIABILITY.

PLEASE INFORM ALLINIAL OF ANY ERRORS AT [email].

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS OR ACCURACY OF THE SITE, THE SERVICES OR THE CONTENTS FOR ANY PURPOSE. THE SITE, THE SERVICES AND THE CONTENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, AND WE AND OUR SUPPLIERS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES WITH REGARD TO THE SITE, THE SERVICES, THE CONTENTS AND ANY THIRD PARTY SERVICES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, THE SERVICES, CONTENTS OR ANY THIRD PARTY SERVICES. WE DO NOT WARRANT THAT ANY MATERIAL OR FUNCTIONS IN THE SITE, THE SERVICES, THE CONTENT, THE THIRD PARTY SERVICES OR THE SERVER THAT MAKES THE SITE AND SERVICES AVAILABLE WILL BE UNINTERRUPTED OR ERROR FREE, THAT

DEFECTS WILL BE CORRECTED OR THAT THE SITE, THE SERVICES, THE THIRD PARTY SERVICES OR THE SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR THE USE OR PERFORMANCE OF THE SITE, THE SERVICES, THE THIRD PARTY SERVICES THE CONTENTS OR ANY ERRORS CONTAINED THEREIN.

TO THE EXTENT THE LAW PERMITS, YOU RELEASE US FROM ANY CLAIMS OR LIABILITY RELATED TO (A) ANY DATA, CONTENT OR MATERIALS YOU POST OR SEND USING THE SITE OR THE SERVICES, (B) THE CONDUCT OF ANY OTHER MEMBERS OR REFERRAL PARTNERS OF OURS OR THEIR RESPECTIVE USERS, OR (C) ANY PROBLEMS THAT MAY ARISE FROM ANY REMOTE ACCESS TO YOUR COMPUTERS OR OTHER SYSTEMS YOU PROVIDE TO OUR PERSONNEL OR AGENTS FOR THE PURPOSE OF TROUBLESHOOTING ISSUES. YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 (IF YOU ARE A CALIFORNIA RESIDENT), AND ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION (IF YOU ARE A RESIDENT OF SUCH JURISDICTION).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE SERVICES, THE CONTENTS, ANY THIRD PARTY SERVICES OR ANY ACT OR OMISSION OF ANY OTHER MEMBERS, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS OF DATA OR PROFITS, LOSS OF OR DAMAGE TO PROPERTY OR CLAIMS OR THIRD PARTIES, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY OF THE SITE, THE SERVICES OR ANY OF THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE SERVICES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ALLINIAL, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE SITE, THE SERVICES OR THE CONTENTS EXCEED \$100.00.

We are not liable or responsible for any delays or failure in performance of any part of the Site or Services due to any cause beyond our control, including, without limitation, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

You agree that Allinial has entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that they reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its

essential purpose and cause consequential loss), and that they form an essential basis of the bargain between the parties.

The information on the Site and Services is distributed with the understanding that the author, editor and distributor are not rendering legal, accounting, tax or other professional advice or opinions on specific facts or matters and, accordingly, assume no liability whatsoever in connection with its use. The information on the Site and Services is not intended or written to be used, and cannot be used, by a taxpayer for the purpose of (i) avoiding penalties that may be imposed under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed in website content, including Services traffic and any document accessed through website resources.

INDEMNIFICATION

You agree to indemnify, defend and hold us, our suppliers, licensors, licensees and affiliates, and all of our and their respective directors, officers, agents, distributors, employees and other agents (collectively, the "Indemnified Parties") harmless from and against any and all damages, losses, liabilities, penalties, settlements, expenses and costs incurred by the Indemnified Parties (including, without limitation, reasonable attorneys' fees and costs) in connection with any claim arising out of or related to (i) your Submissions, or any other content that you post or distribute via the Site or the Services; (ii) any breach by you of this Agreement; (iii) your use of the Site, the Services or any Third Party Services; or (iv) if you are a Member, any services you provide to, or receive from, any other Member via the Site or any Services or any disputes with respect thereto. You agree to provide us with prompt written notice in the event of any such claims or actions. You shall cooperate fully with us in the defense of any claim. We reserve the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you shall not settle any action or matter without our written consent.

In addition, you acknowledge and agree that we have the right to seek damages when you use the Site or the Services for unlawful purposes, in an unlawful manner, or in a manner inconsistent with the terms of these Terms, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance or consequential damages. In the event that we are required to respond to a third party or law enforcement subpoena or court order that is related to your use of the Site or the Services, we may, in our sole discretion, require you to reimburse us for our reasonable expenses associated with complying with such subpoena or order.

COMPLIANCE WITH LAWS

You represent and warrant that your use of the Site and Services will comply with all applicable laws and regulations. You are responsible for determining whether our Services are suitable for you to use in light of any regulations, such as data privacy laws,

export control or restriction or other laws. If you are required to comply with certain laws or regulations (such as European Data Privacy Laws) and you use our Services, then we are not liable if our Services does not meet those requirements.

In recognition of the global nature of the Internet, you agree to comply with all local rules where you reside or your organization is located regarding online activities, email and the Site or the Services. Without limiting the generality of the foregoing, you agree to comply with all applicable laws regarding the transmission of technical data exported to or from the United States or the country in which you reside. The Site and the Services are controlled and operated by us from our offices within the United States and we make no representation that the Site or the Services are appropriate or available for use in other locations. Those who access the Site or the Services from other locations do so at their own initiative and risk, and are fully responsible for compliance with all applicable laws in those locations. We do not offer the Site or the Services where prohibited by law.

You may not use, remove or export from the United States or allow the export or re-export of the Site or the Services, or any direct product thereof, including technical data, in violation of any restrictions, laws, or regulations of the United States or any other applicable country.

GOVERNING LAW; DISPUTE RESOLUTION

THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS MADE AND PERFORMED THERE WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

If you violate, or threaten to violate these Terms, then we will have the right, and in addition to all other remedies available we might have in equity or under these Terms, to affirmative or negative injunctive relief from a court of competent jurisdiction. You acknowledge that a violation of these Terms would cause irreparable harm and that all other remedies are inadequate. If any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be deemed eliminated to the minimum extent necessary and the remainder shall continue in effect. Any cause of action you may have with respect to your use of the Site or the Services must be commenced within one (1) year after the claim or cause of action arises. In any action to enforce these Terms, we will be entitled to our costs and attorneys' fees.

If You are domiciled in the United States of America, the following paragraph applies: Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement, controversy or dispute arise out of, or in connection with, this Agreement or the transactions contemplated hereby between the parties, the component representatives of the parties shall first attempt in good faith

amicably to settle the matter by mutual negotiations. If the matter has not been settled after such negotiations have continued for sixty (60) days, then each of the parties agrees that the exclusive venue for all actions, relating in any manner to this Agreement shall be in a federal or state court of competent jurisdiction located in or having jurisdiction over Gwinnett County, Georgia, and each party hereby consents and submits to the in personam jurisdiction of such courts and waives any objection based on forum non conveniens and any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

If You are domiciled outside of the United States of America , the following paragraph applies:

Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement, controversy or dispute arise out of, or in connection with, this Agreement or the transactions contemplated hereby between the parties, the component representatives of the parties shall first attempt in good faith amicably to settle the matter by mutual negotiations. If the matter has not been settled after such negotiations have continued for sixty (60) days, then any such controversy, dispute or claim shall be submitted to final and binding arbitration, which shall be held exclusively in Atlanta, Georgia, in accordance with the rules promulgated by the LCIA Rules, as amended and in effect from time to time (the "Rules"), and shall be administered by the London Court of International Arbitration ("LCIA") using its expedited procedures (if available). The law applicable during the arbitration of any controversy, dispute or claim shall be both the Rules and the applicable laws of the State of Georgia. The language to be used in the arbitration proceedings shall be English. The arbitrator shall have the power to order injunctive relief or provide further equitable remedies and to award costs, including, without limitation, reasonable attorney's fees and disbursements to the prevailing party. Nothing in this paragraph shall prevent a party from seeking injunctive relief before any court having jurisdiction over the breaching party, pending resolution of arbitration in the event that a party would be irreparably harmed pending the outcome of the arbitration. Upon the resolution of any arbitration, the parties agree that any court order obtained shall be modified or dismissed to comply with the ruling of the arbitrator. Judgment on any award granted in arbitration may be entered and enforced by any court having jurisdiction thereof. Unless the parties agree otherwise, the parties, the arbitrators and LCIA shall treat the dispute resolution proceedings provided for herein, any related disclosures and the decisions of the arbitrators as confidential, except in connection with judicial proceedings ancillary to the dispute resolution proceedings, such as a judicial challenge to, or enforcement of, the arbitral award, and unless otherwise required by law to protect a legal right of a party.

GENERAL

These Terms (together with all documents referenced and incorporated herein) (i) constitute the entire agreement between you and us with respect to your use of the Site and the Services, and (ii) supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us. No waiver of any

provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof. Except as otherwise specifically permitted in these Terms, no amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties. No agency, partnership, joint venture, or employment is created as a result of these Terms, and you do not have any authority of any kind to bind us in any respect whatsoever. The headings of the sections of these Terms are for convenience only and have no legal or contractual effect. Any notice to you in connection with this Agreement will be effective when we send it to the last email or physical address you gave us. Any notice to us will be effective when delivered to us at our physical address, 1745 N. Brown Road, Suite 350, Lawrenceville, Georgia 30043, or any addresses as we may later post on the Site.

The Site, the Services and the software used to provide the Site and the Services, including all documentation, are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, and consist of "Commercial Computer Software" and "Commercial Computer Software Documentation." The Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users: (1) only as Commercial Items, (2) with the same rights as all other end users, and (3) according to the Terms. Published and Unpublished rights are reserved under the copyright laws of the United States. Manufacturer is Allinial Global, 1745 N. Brown Rd., Suite 350, Lawrenceville, Georgia, 30043, USA.

None of this Agreement, your account or your obligations or rights hereunder may be transferred or assigned by you without our prior written consent, and any attempted assignment, transfer or other disposition by you in violation of this provision will be null, void and of no force and effect. We may freely assign this Agreement without your consent. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto. There shall be no third party beneficiaries to this Agreement. Time is of the essence.

If you have any questions regarding these Terms or your use of the Site or Services, please contact us at:

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