

BUL Terms and Conditions

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1. Your Agreement. The Site is owned and operated by BUL and is made available to you only for informational and business purposes. By accessing or using this Site, you are further agreeing that your use of the Site is at your own risk. You should visit this page periodically to review the most current Terms and Conditions.

2. Your Use of Site. Subject to the terms of the agreement(s) between BUL and your employer or other organization, BUL grants you a limited, non-transferable, non-exclusive right to access and use its proprietary software products and related documentation ("the BUL tools") as a hosted service via a web browser for your internal business use only (collectively the "BUL Service"). Any other use of Site Content, without the prior written permission of BUL is prohibited. You may not sell, transfer or assign any rights, content or materials provided by BUL via the Site without the express written consent of BUL.

BUL retains all rights and controls over the BUL tools and BUL Services and only makes them available for access. Nothing herein obligates BUL to transfer or deliver or make available any copies of computer programs, algorithms or code from the BUL tools or BUL Services to you, whether in object code or source code form.

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You may not use, store, display, publish, transmit, distribute, modify, reproduce, create derivative works of, participate in the transfer or sale of, publicly perform, or in any way exploit any of the Site Content, in whole or in part, outside of the specific usage rights granted to you by BUL as described in these Terms and Conditions. You may not use the Site in any manner that interferes with BUL's normal operations or with the use and enjoyment of another user. You agree to use the Site and the services only for their intended lawful purpose and in accordance with applicable laws.

3. Site Use. BUL reserves the right to suspend, cancel or discontinue the Site or any feature provided on the Site in whole or in part, or with respect to any individual user at any time without

providing notice and without being liable to any user. BUL will make commercially reasonable efforts to make the Site available during the timeframe as set forth in the agreement(s), if any, entered into between BUL and your employer or other organization, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond BUL's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, material shortages, delays in transportation, strikes or other labor problems, Internet service provider failure or delays, or denial of service attacks.

4. Posting/Transmitting Content on/through the Site. Any communication or material other than your personal information submitted to this Web site by electronic mail is the subject of a non-exclusive license by you to BUL and is considered to be non-confidential and non-proprietary. Such communication may include without limitation questions, comments, suggestions and ideas. BUL shall be free to use them for any purpose whatsoever without restriction or compensation. Your personal information may be used and disclosed as set in the current BUL Privacy Policy, including by disclosure of personal information submitted by you in connection with the BUL uMap™ brand tool and/or the BUL uMap™ brand services to your employer or other organization of which you are a part or to others within such employer or organization.

5. Prohibited Conduct. You agree that you will use the BUL Service in compliance with all applicable local, state, national, and international laws, rules and regulations. You will not, shall not authorize, or shall not encourage any third party to: (i) use the BUL Service for any fraudulent or inappropriate purpose; (ii) to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is other objectionable as reasonably determined by BUL; (iii) use any robot, spider, other automated device, or manual process to monitor or copy any content from the BUL Service; (iv) resell, duplicate, make derivative works of, reproduce or exploit any part of the BUL Service without express written permission of BUL; (v) rent, lease, distribute or resell the BUL Service, or use the BUL Service for developing a competitive solution (or contract with a third party to do so), or remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the BUL Service; (vi) decipher, decompile, hack, delete, augment, alter, disassemble or reverse engineer any of the software comprising or in any way used or downloaded from the BUL Service. In addition, the following are all prohibited: (a) framing, (b) using engines, tools, software bots and other automated devices to search the Site; (c) aggregating, copying or duplicating material or information provided on the Site beyond the scope permitted herein; and/or (d) using the Site in any way to engage in misappropriation of trade secrets, tortious interference or any other tortious, illegal or improper activity.

6. Links to Other Sites. The Site will not normally contain links to other sites, but in the event that such links are included, please be aware that we do not endorse or otherwise accept responsibility for the content or privacy policies of those sites. You acknowledge that such other sites or locations are not under the control of BUL and you agree that BUL shall not be responsible for any information or additional links found at such other site or location, or for your use of such information. BUL has not endorsed, tested or verified any information or programs found at such sites.

7. Removal from Site. BUL reserves the right to immediately terminate your access to the Site without notice or opportunity to cure if you fail to abide by these Terms and Conditions.

8. Intellectual Property Rights. You acknowledge that BUL owns all right, title and interest in and to the BUL tools, the BUL Service, the documentation for the BUL tools, and all modifications and/or enhancements to the BUL tools including without limitation all intellectual property rights, and such rights are protected by U.S. and international intellectual property laws. Without limiting the scope and effect of the foregoing, you acknowledge and agree that BUL owns all right, title and interest in and to the copyright, trade dress, product configuration and other intellectual property rights relating to the BUL tools, including the BUL uMap™ brand tool(s) and any derivatives thereof and/or relating to work(s) created using the BUL Site, including the BUL uMap™ brand services.

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10. Limitation of Liability and Damages. YOUR USE OF THE SITE AND ANY INFORMATION PROVIDED ON THE SITE IS AT YOUR OWN RISK. IN NO EVENT SHALL BUL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR BREACH OF SECURITY WITH RESPECT TO YOUR DATA. LOSS OF BUSINESS INFORMATION AND OTHER PECUNIARY LOSS AND COSTS OR LEGAL EXPENSES), OR ANY DAMAGES WHATSOEVER, EVEN IF BUL HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS, MATERIALS, SITE CONTENT AND USER CONTENT AVAILABLE FROM THIS SITE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Please note that some jurisdictions may not allow the exclusion of certain damages, so some of the above exclusions may not apply to you, but shall be enforced to the

fullest extent permitted under law. THE AGGREGATE LIABILITY OF BUL WITH RESPECT TO THIS AGREEMENT IS LIMITED, TO THE EXTENT POSSIBLE UNDER APPLICABLE LAW, TO THE FEES COLLECTED BY BUL FROM YOU AND/OR YOUR ORGANIZATION OR EMPLOYER PURSUANT IN THE SIX (6) MONTHS PRECEDING THE IMPOSITION OF LIABILITY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING IS A REASONABLE ALLOCATION OF RISK.

BUL shall not be liable for any viruses, Trojan horses or other damage to computer equipment, data or software arising from your use of the Site.

11. Indemnification. You agree to indemnify, defend, and hold harmless BUL, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees and court costs resulting from: (a) any violation of these Terms and Conditions and/or (b) any activity related to your access to the Site (including, but not limited to, conduct by you or any other person accessing the Site using your internet account or computer).

12. Restricted Rights. The content of the Site may be subject to restricted rights. Use, duplication, or disclosure by the Government may be subject to restrictions imposed by applicable law. Use by the Government constitutes acknowledgement of BUL's proprietary rights therein.

13. Law and Jurisdiction. These Terms and Conditions and your use of the Site are governed by the laws of the State of Michigan, without regard to its choice of law provisions. IN NO EVENT SHALL THESE TERMS AND CONDITIONS BE SUBJECT TO THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS The courts of general jurisdiction located such a locale will have jurisdiction over any and all disputes arising out of, relating to, or concerning these Terms and Conditions and the Site or in which these Terms and Conditions and/or the Site are a material fact. You consent to personal jurisdiction in all courts in the State of Michigan for in any action disputes arising out of, relating to, or concerning these Terms and Conditions and the Site or in which these Terms and Conditions and/or the Site are a material fact. You also consent to personal jurisdiction of an arbitration panel or arbitrator in Michigan pursuant to Section 20 below.

14. Term and Termination. Unless terminated early pursuant to this section or stated otherwise in any governing agreement between You and BUL, the agreement between You and BUL governing BUL's provision of the BUL Services and the BUL tools will commence on the date that You agree to be legally bound by these Terms and Conditions and will continue for a twelve (12) month period or other period specified in a written agreement between You and BUL (the "Term"). The Term will then automatically renew for consecutive twelve (12) month periods thereafter ("Renewal Term") unless You or BUL serve a notice of termination at least thirty (30) days before the then-current Term or Renewal Term ends.

A. Termination by You. For the avoidance of doubt, such termination can only be caused by an individual authorized to bind Your organization upon proper notice, and therefore will not be effective upon notice by your individual user or employee who is not so authorized.

B. Termination by BUL. In addition to the terms set forth above, BUL may end this legal agreement with you at any time if you violate the terms of the agreement, if BUL is required to do so by law, or if BUL determines, in its sole discretion, that it is no longer commercially viable or otherwise advisable to continue offering you access to the Site.

C. Survival and Transfer. Upon termination of this agreement, Sections 8-12, 14 and 21 of this agreement shall survive, as well as any other provision necessary to preserve the intent of the parties' agreement as herein expressed. BUL shall have the right to assign or transfer any rights or licenses granted by these Terms and Conditions.

15. Modification. By providing Site Content, BUL does not promise that the Site Content will remain available to you. By using this Site, you agree to accept and abide by these Terms and Conditions. BUL may revise or modify these Terms and Conditions from time to time and post such revisions or modifications on this page. If these Terms and Conditions are revised, the revised Terms and Conditions will be posted here with the date of the most recent version posted above. Continued use of the Site after any such revision or modification constitutes your acceptance of the Terms and Conditions as so revised or modified, and the revised or modified terms will completely replace any prior version of this agreement or other legal agreement regarding the same subject matter between you and BUL.

15. Governing and Entire Agreement. Subject to the terms of the agreement(s) and or proposal(s), if any, entered into between BUL and your employer or other organization, these Terms and Conditions and the BUL Privacy Policy shall govern your legal relationship with BUL with respect to this Site and shall constitute the entire agreement between you and BUL with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings, written or oral.

16. Contact Information. If you have any questions about this the practices of this Web site or your dealings with this Web site, you can contact:

Webmaster

BUL

support@myumap.com

17. Limitation to Adults. The use of this site is intended to be limited to persons in the United States who have reached the age of 18 or the age of majority in such person's location, whichever is later.

18. Import and Export Compliance. You may not use or otherwise export or re-export the Site or Site Content except in compliance with U.S. laws and the laws of any other applicable jurisdiction. You represent and agree that your use of the Site and Site Content will comport with all applicable law.

19. Geographic Restrictions. The owner of the Web site is based in the state of Michigan in the United States. The information you submit via this Web site may be stored in a location outside the jurisdiction in which you submit it and, as such, may be stored and/or processed in a jurisdiction in which data protection and data privacy laws differ from those of the jurisdiction in which you reside or from which you submitted the information. By using this site, you consent to such usage. If you access the Web site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

20. Arbitration. To the extent permitted by applicable law, at BUL's sole discretion, it may require you to submit any disputes arising from the use of these Terms of Use or the Web site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration in Michigan under the Rules of Arbitration of the American Arbitration Association applying Michigan law with the final arbitration decision being enforceable by any court of competent jurisdiction.

21. Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

22. Waiver and Severability. No waiver by BUL of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of BUL to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

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