

TERMS OF USE

Welcome to the Internet sites, applications and services provided by Mobility Blueprint, L.L.C. (collectively, the "Services"). These Terms of Use govern your access and use of the Services provided by Mobility Blueprint, L.L.C., and any of its subsidiaries, affiliates, brands and entities that it controls (collectively "we," "us," or "our"). Please read these Terms carefully.

WHEN YOU USE OUR SERVICES, AND EACH TIME YOU ACCESS THEM, YOU VERIFY THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY, THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO USE THE SERVICES. These Terms have the same force and effect as an agreement in writing.

1. Your Responsibilities.

You are responsible for obtaining and maintaining at your own cost all equipment and services needed for access to and use of the Services. When you register with us and each time you access the Services, you may be providing certain information about yourself. You agree that we may use any information that we obtain about you in accordance with the provisions of our Privacy Policy. If you elect to register with us, you agree to: (a) provide true, accurate, current, and complete information as when requested; and (b) maintain and update such information to keep it true, accurate, current, and complete at all times. In addition, you agree not to use the Services to: (a) violate any local, state, national, or international law or regulation; (b) transmit any material that is abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; (c) transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (d) transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (e) stalk, harass, or harm another individual, including revealing the real name of any fellow user that has chosen to use an alias on the Services; (f) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (g) use any "robot," "spider," "rover," "scraper" or any other data-mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute any data from the Services, our network or databases; or (h) interfere with or disrupt the Services or servers or our networks, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services.

2. Termination.

We may suspend your access to all or part of the Services without notice, if you violate these Terms or you engage in any conduct that we, in our sole and absolute discretion, believe is in violation of any applicable law or regulation or is otherwise harmful to the interests of us, any other user of the Services, or any third party. **YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR SUSPENDING OR TERMINATING YOUR ACCESS TO THE SERVICES OR ANY PORTION THEREOF, EVEN IF THAT SUSPENSION OR TERMINATION IS NEGLIGENT.** You may discontinue your participation in and access to the Services at any time. We reserve the right to investigate your use of the Services in the event we, in our sole and absolute discretion, believe you have violated these Terms. Upon termination, we have no obligation to retain, store, or provide you with any data, information or other content that you uploaded, stored, or transferred on or through the Services.

3. Modifications to Terms.

We may, in our sole and absolute discretion, change these Terms from time to time. We will post notice of such changes on the Services. If you object to any such changes, your sole recourse shall be to stop using the Services. Your continued use of the Services following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

4. Modifications to the Services.

We reserve the right to modify or discontinue all or any aspect of the Services with or without notice to you. YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE OUR RIGHT TO MODIFY OR DISCONTINUE THE SERVICES.

5. Fees.

We reserve the right at any time to charge fees for access to the Services or to any specific new feature or content that we may introduce from time to time. In no event will you be charged for access to any Services unless we obtain your prior agreement to pay such fees. If you do not consent to the payment of such fees, however, you may not have access to paid content or services. Details regarding the content or services you will receive in exchange for fees, as well as the payment terms and conditions that apply, will be disclosed to you prior to your agreement to pay such fees. You agree to pay such fees if you sign up for any fee-based service. Any such terms and conditions shall be deemed to be a part of (and are hereby incorporated by reference into) these Terms.

6. Password and Security.

You are responsible for maintaining the confidentiality of your password to access the Services, and you are solely responsible for all activities that occur under your password. You agree to immediately notify us of any unauthorized use of your password or any other breach of security related to the Services. We reserve the right to require you to alter your password if we believe that your password is no longer secure. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO ADEQUATELY SAFEGUARD YOUR PASSWORD. THIS AGREEMENT IS COMPLIMENTED BY THE LIMITATION OF LIABILITY BELOW.

7. Links.

We may provide links to other Web sites or Internet resources for your convenience only, and such links should not be taken as either an express or even tacit endorsement of that Web site or resource, or their contents. YOU AGREE THAT WE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY INFORMATION, SOFTWARE, OR MATERIALS FOUND AT ANY OTHER WEB SITE OR INTERNET RESOURCE. THIS AGREEMENT IS COMPLIMENTED BY THE LIMITATION OF LIABILITY BELOW.

8. Applications.

We may offer software applications to help you gain access to our Services. In such circumstances, we grant you a personal, non-exclusive, non-transferable, limited license to install such software applications solely on the devices you will use to access the Services. You agree that we may provide you from time to time with automatic upgrades of these applications, which you will accept for installation. Please note that certain retail application stores that offer our applications may have separate sales terms that will be binding on you if you elect to download our applications from such merchants. Our software is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the software with only those rights set forth herein. Your use of the software must comply with all applicable import and export control laws and regulations of the United States and other countries.

9. Commercial Use.

You may not copy, resell, distribute, or make derivative works or any commercial use of any content, materials, or databases from our site, network or systems, other than to keep and share information for your own non-commercial purposes. You may not sell, sublicense or redistribute our software applications or incorporate them (or any portion of them) into another product. You may not reverse engineer, decompile or disassemble the software or otherwise attempt to derive the source code (except where expressly permitted by law) or the communications protocol for accessing the Services or out networks. You may not modify, adapt or create derivative works from the software or remove proprietary notices in the software.

10.Disclaimer of Warranties.

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. WE PROVIDE THE SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR INFORMATION 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 ARISING THEREFROM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

11.Limitation of Liability.

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER ARISING IN CONTRACT, TORT, FROM STATUTE, OR DUE TO OUR NEGLIGENCE, GROSS OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM YOUR, OR ANYONE ELSE’S USE OF THE SERVICES. UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED THE AMOUNT OF FEES YOU PAID US, IF APPLICABLE, FOR A PERIOD OF THREE MONTHS PRIOR TO THE DATE YOU SUBMIT A CLAIM.

12.Exclusions and Limitations.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

13.Indemnification.

You agree to indemnify, defend, and hold harmless us, our parents, subsidiaries, affiliates, officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys’ fees) that such parties may incur as a result of or arising from your (or anyone using your accounts) violation of these Terms, as well as any third-parties bring suit on your behalf or through you.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

14. Trademarks & Patents.

MOBILITY BLUEPRINT, the interlocking gear logo, and our site names, as well as certain other of the names, logos, and materials displayed on our website as well as in other places in association with the Services, constitute trademarks, trade names, service marks or logos (“Marks”) of us or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

15. Copyrights; Restrictions on Use.

The content on the Services (the “Content”), including without limitation, video, text, photos, and graphics, is protected under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by us or our licensors. Other than with respect to your own User Submissions: (a) the Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and that of our applicable licensors; and (b) you must abide by all copyright notices, information, or restrictions contained in or attached to any Content. We give you a personal, revocable, non-assignable, non-sublicensable and non-exclusive right to access and use the Services in the manner permitted by these Terms.

16. Electronic Notices.

You agree to transact with us electronically. Your affirmative act of registering, using or logging into the Services constitutes your acceptance signature to these Terms. WE MAY PROVIDE NOTICES TO YOU ELECTRONICALLY (1) VIA E-MAIL IF YOU HAVE PROVIDED US WITH A VALID EMAIL ADDRESS OR (2) BY POSTING THE NOTICE ON A WEBSITE DESIGNATED BY US FOR THIS PURPOSE. If we send notice using an email address you provided us, you agree to waive any complaint or claim, whether arising in tort, contract, or due to our negligence, gross or otherwise, from any failure to receive that notice. The delivery of any Notice is effective when sent or posted by us, regardless of whether you read the Notice or actually receive delivery. You can withdraw your consent to receive Notices electronically by discontinuing your use of the Service.

17. Compliance with Local Laws.

The Services are based in the United States. It is not designed or customized for any other country. You may use them only if they comply with the laws of the country from which you are accessing the Services.

18. Miscellaneous.

These Terms, together with the terms of any end user license agreement to which you agree when downloading any software that we makes available through the Services and any additional terms to which you agree when using particular elements of the Services (e.g., terms specific to a site within the network of Sites or relating to the payment of fees for certain Services content or services), constitute the entire and exclusive and final statement of the agreement between you and us with respect to the subject matter hereof, and govern your use of the Services, superseding any prior agreements or negotiations between you and us with respect to the subject matter hereof. In the event of any conflict between these Terms and terms of a specific site within the network of Sites, these Terms shall govern. These Terms and the relationship between you and us shall be governed by the laws of the District of Columbia as applied to agreements made, entered into, and performed entirely in the District of Columbia residents, notwithstanding your actual place of residence. All lawsuits arising from or relating to these Terms or your use of the Services shall be brought in the courts located in Washington, DC, District of Columbia, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose. Our failure to exercise or

enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of us and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. The terms of Sections 2 and 12 through 20 of these Terms, as well as any other limitations on liability explicitly set forth herein, shall remain in full force and effect notwithstanding any termination of your use of the Services. Both parties are independent contractors of each other. Neither party shall be deemed an employee, agent, partner, joint venture or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other, solely as a result of these Terms. In no event shall you be deemed under these Terms as being one of our employees or entitled to any of our employee benefits.

19. Forum for Disputes

You agree to submit any litigation arising from these terms, or use of the Services or Site, to a court of competent subject matter jurisdiction in Travis County, Texas, and waive any objection to personal jurisdiction or venue therein.

20. Covenant not to Sue

You agree not to sue based on breach of warranty disclaimed above, or for any damages precluded by the limitation of liability clause set forth above. Furthermore, to the extent that we are the prevailing party in any litigation arising from the subject matter of this agreement, including but not limited to your use of the Services, we are entitled to recover our attorneys' fees and costs.