

MOVABLE CUBICLE, INC.

TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (the "Agreement") describe the terms and conditions applicable to your use of the web site and services of Moveable Cubicle, Inc. (the "Company") on secure.moveablecubicle.com (the "Company Site"). The Company may amend this Agreement at any time by posting the amended terms on the Company Site, and the Company has no duty to advise you of any amendment. By using the Company Site, you agree to be bound by and thereby enter into this Agreement, as it may be amended from time to time. Questions regarding this agreement should be directed via email to legal@moveablecubicle.com.

1. Your Use of Services. Subject to the terms and conditions of this Agreement, you may use the Company Site and the services provided from the Company Site (such use and services collectively the "Services"). You may not use the Services in any way that: (i) does not comply with the terms of this Agreement, as amended by Company from time to time, or any other terms, rules, or guidelines provided by the Company on the Company Site concerning your use of the Services; (ii) may subject the Company to unfavorable regulatory action, violate any law, infringe upon the rights of third parties, or subject the Company to liability for any reason; or (iii) might adversely affect the Company's public image, reputation or goodwill. All right, title and interest in and to the Services are owned and retained exclusively by Company. Except for the rights and licenses expressly provided herein, all rights, title and interest in the Services, including all corrections, enhancements and modifications thereof, are reserved by Company. All content located on the Company Site is owned by Company. You will cooperate with the Company in preventing any unauthorized use or copying of the Services by others. Company strives to provide 365x7x24 availability of the Services, but reserves the right to provide maintenance and upgrades to its systems at any time; provided, however, that the Company will attempt to schedule downtime during hours of low usage.

2. Termination. The Company reserves the right to terminate or suspend Your access to all or part of the Services, without notice and in its sole discretion, if Company believes that Your use of the Services does not comply with the terms of this Agreement.

3. Your Information. You represent that the information provided by you is accurate, complete and current, and you agree to update that information promptly if there is any change. You represent that you have the authority to execute this Agreement on your behalf. The information that you provide, together with any other information obtained from you or through your use of the Services is collectively referred to as "Your Information." You acknowledge that by providing any of Your Information to the Company, you authorize the Company to use Your Information for the purpose of facilitating your use of the Services, including, without limitation, registering you to use the Services, billing you for the Services, permitting you to access your User Materials (as defined below), personalizing communications to you, and generally to improve the Services. In addition, Your Information is subject to the Company's privacy policy (the "[Privacy Policy](#)") and you agree that the Privacy Policy is incorporated herein and made a part of this Agreement.

4. Your Password. You are responsible for keeping your password secret and confidential. You may authorize other individuals and agents (collectively, your "Third Party Agents") to access certain data and information related to your account. You agree that you are responsible for any communications, transactions or use of the Services by you or your Third Party Agents, together with any fees, charges or other obligations which may result from such use. You are responsible for changing your password if you believe that your password has been stolen or might otherwise be misused or compromised. You may not assign your password without the prior written consent of the Company.

5. Fee. Price and availability of the Services are subject to change without notice. You are responsible for paying all sales, use, excise, ad valorem and other taxes (excluding taxes based on the net income of Company) arising out of your use of or access to the Services. All payments must be made in United States dollars. If the Company (or its designated agent) does not receive payment, the Company may immediately suspend your use of the Services. You are responsible for the payment of all charges associated with the use of the Services using your user ID and password, and for submitting and maintaining accurate account information. You shall be responsible for any fees or other charges incurred by you until the termination of your rights to use the Services. Any amounts payable to the Company hereunder which are not paid when due shall thereafter bear interest at the rate of 1.8% per month or the maximum amount permitted by applicable law, whichever is less. If any payment due the Company is collected at law or through an attorney at law or under advice therefrom or through a collection agency, you will pay all costs of collection, including, without limitation, all court costs and reasonable attorneys' fees.

6. Conduct. You are solely responsible for all messages, data, information and other materials that you upload, post, e-mail or otherwise transmit to or through the Company Site. You will: (a) not send unsolicited e-mail that would be expected to provoke complaints, as reasonably determined by the Company; and (b) ensure that all e-mails sent by you clearly identifies you as the originator of the message. You will not: (i) send any message which is harmful, threatening, abusive or harassing; (ii) send any message intended to interfere with e-mail or other communications intended for other persons; (iii) publish, post, distribute or disseminate defamatory, inflammatory, or obscene material or information, or any information, data or materials, in violation of any applicable law, rule or regulation; (iv) threaten, harass, stalk, abuse or otherwise violate the legal rights (including rights of privacy and publicity) of others; or (v) interfere with, compromise or adversely effect the ability of any other customers or other users of the Services. Without limiting the foregoing, the Company reserves the right to terminate your ability to upload, post, e-mail or otherwise transmit to or through the Company Site for any reason or at any time.

7. Content. You acknowledge and agree that all right, title and interest in and to the information, data, software, photographs, graphics, videos and other material (collectively the "Content") contained on the Company Site or provided in connection with the Services, including, without limitation, any copyrights in or to the Content, belong to the Company and its content providers, and you will not assert any claims to the contrary. You acknowledge that Content on the Company Site or provided as part of the Services may change at any time, without any obligation on the part of the Company to notify you of such changes. You may not: (i) copy, edit, alter, modify or prepare any derivative works of the Content or any portion thereof; (ii) remove or alter any credits, notices (including, without limitation, copyright, trademark and service mark notices), or logos which are included on the site or as a part of the Services; or (iii) resell, sublicense or otherwise transfer, distribute or make available to others all or any portion of the Content in any form.

8. User Materials. As part of the Services, you may create or provide information, data and other materials in electronic format which will be stored on or through the Company Site (collectively "User Materials"). You represent that you have obtained all necessary third party rights, including, without limitation, copyrights, for any User Materials that belong to third parties. It is your responsibility to determine if it is necessary for you to obtain, and for obtaining, any licenses required to use third party content which is part of the User Materials. You agree not to use the Services for, and the User Material will not contain, any infringing, illegal, sexually explicit, hateful, vulgar, threatening, abusive, harassing, defamatory, or racially, ethnically, or otherwise objectionable material, including, without limitation, any materials that could give rise to any liability to Company or which might adversely affect Company's public image, reputation or goodwill. You acknowledge that your access and your Third Party Agent's access, to your User Materials will be subject to the Company security restrictions that might include user ID's and passwords. The Company will use reasonable efforts to notify you before it deletes any User Materials, but the Company shall not be responsible if it fails to do so or if you do not receive Company's notification. Notwithstanding any other provisions of this Agreement, the Company makes no guarantee and assumes no liability for the security of any User Materials. IN NO EVENT WILL COMPANY BE RESPONSIBLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, CORRUPTION OR

ALTERATION OF USER MATERIALS, OR FOR ANY LOSS ARISING OUT OF ANY BREACH OF ANY SECURITY, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT OR OTHER DAMAGES OF ANY KIND.

9. Links. You may not create any links to the Company Site without the prior written consent of the Company. You agree that the Company does not undertake to and is not responsible for reviewing other websites to which the Company Site may be linked from time to time. Access to any other websites linked to the Company Site is at your own discretion and risk.

10. Disclaimer of Warranty. THE USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE USE OF THE COMPANY SITE AND ANY SOFTWARE PROVIDED THROUGH THE COMPANY SITE, IS PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND THE COMPANY HEREBY DISCLAIMS THE SAME. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY NEITHER WARRANTS THAT THE SERVICES WILL BE PROVIDED IN AN UNINTERRUPTED, SECURE OR ERROR-FREE MANNER, NOR DOES THE COMPANY MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY SOFTWARE OR OTHER CONTENT CONTAINED IN OR PROVIDED THROUGH THE COMPANY SITE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR EMPLOYEES WILL CREATE A WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. ANY USE OF THE SERVICES IS AT YOUR OWN RISK. NO INFORMATION OBTAINED OR INCLUDED IN THE SERVICES OR OTHERWISE OBTAINED BY YOU FROM THE COMPANY OR IN CONNECTION WITH YOUR USE OF THE SERVICES IS INTENDED TO SUPPLY LEGAL, FINANCIAL, MANAGEMENT, ACCOUNTING, OR OTHER FORMS OF ADVICE. USE OF THE SERVICES IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ACCOUNTANT, ATTORNEY OR OTHER PROFESSIONAL ADVISOR. YOU ARE RESPONSIBLE FOR CHECKING THE RESULTS OF ANY INFORMATION OBTAINED THROUGH THE USE OF THE SERVICES, AND THE COMPANY IS NOT RESPONSIBLE FOR ANY FINANCIAL, LEGAL OR OTHER DECISIONS YOU MAKE AND WHICH ARISE OUT OF OR ARE CONNECTED WITH THE SERVICES.

11. Limitation of Liability. The Company will not be liable for any, indirect, special, exemplary, consequential or incidental damages arising out of or in connection with your use of or inability to use the Services (including, without limitation, any damages for lost profits or business interruption), whether arising from mistakes, omissions, interruptions, deletion of files or e-mails, errors, defects, viruses or other malicious code, delays in operation or transmission, or any failure of performance, even if Company has been advised of the possibility of such damages. In no event will the liability of the Company to you for all claims in the aggregate arising out of your use of or inability to use the Services, whether arising in contract, tort or any other legal theory (including, without limitation, negligence or strict liability), exceed \$10.00.

12. Trademarks. Moveable Cubicle, and all other trademarks, service marks, trade names and logos of the Company appearing on the Company Site or used in connection with the Services are the property of the Company. All uses of such marks shall inure to the benefit of the Company, and the use of the Company's marks in conjunction with any other logos or marks shall not create a unitary or composite mark. All other trademarks, trade names, service marks, logos, product names, and company names appearing on this site or in connection with the Services are the property of their respective owners.

13. Indemnification. You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees, contractors and suppliers and licensors, from and against any and all loss, claim or liability (including without limitation all attorneys' fees and expenses) which they may incur in connection with: (a) your breach of these Terms and Conditions or any other rules or guidelines provided by Company; (b) your use of the Services; or (c) any User Materials.

14. Amendment. The Company reserves the right to amend this Agreement and its rules and guidelines at any time by posting the same to the Company Site. Your use of the Company Site or the Services will constitute your acceptance to the amended terms and conditions.

15. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the choice of law provisions thereof. Any dispute or claim arising out of, or in connection with, this Agreement shall be finally settled by binding arbitration in Raleigh, North Carolina, in accordance with N.C. Gen. Stat. § 1-567.1 et seq. (the "Uniform Arbitration Act") and the then-current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the law of the State of North Carolina, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be confirmed, reduced to judgment and entered in any court of competent jurisdiction. The parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award, punitive or exemplary damages against any party. In the event that any arbitration, action or proceeding is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

16. Miscellaneous. This Agreement and the rights granted hereunder may not be assigned or transferred by you, in whole or in part. If any provision of this Agreement is held invalid, such invalidity shall not affect any other provisions of this Agreement. Headings are inserted for reference only and shall not be construed as a part of this Agreement. No failure or delay on the part of the Company to exercise any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. This Agreement and the other rules and guidelines posted on the Company Site represents the entire understanding and agreement between you and the Company concerning your Use of the Company Site and the other Services, and supersedes any prior representations, understandings or agreements.