

User Agreement

This page contains the User Agreement ("Agreement") between you and General Code LLC ("VAR") as authorized reseller of the Training Center Web site (the "Site"). The term "Site" as it is used in this Agreement includes any wireless device optimized version of the site. You may wish to print this page for reference.

In this Agreement, "you" and "your" refer to each user of the Site.

This Agreement sets forth the terms and conditions for your use of the Site. Your use of the Site constitutes your agreement to these terms and conditions.

Privacy Policy

Please review our Privacy Policy which is a part of this Agreement and describes how the Site treats your personal information.

1. Your Rights.

This Agreement grants you a non-exclusive, non-transferable, limited right to access, use and display the Site and the materials provided thereon, and to download or print content displayed on our Site provided that you comply fully with this Agreement. The contents of the Site are only for your personal, noncommercial use. You agree not to interrupt, or attempt to interrupt, the operation of the Site or any part of it in any way.

2. Service Charges and Payment.

Subscription-Based access to the Site will be billed once annually as a part of your annual Laserfiche renewal. In order to provide you with uninterrupted service, your subscription will renew automatically at the end of the applicable subscription period at the rate then in effect. VAR will automatically renew your subscription unless you cancel your subscription by contacting your VAR in writing and canceling your subscription.

(a) You agree to pay the annual subscription charges to access the Site. VAR reserves the right to increase fees and surcharges for the Site upon reasonable notice sent in advance to you based on contact information you provide. Your rate remains in effect throughout the subscription year, and is subject to increase only for subsequent subscription years.

(b) Unless you take action to cancel your auto-renewing subscription through VAR, your subscription will automatically renew. In the event payment is not received, we reserve the right to terminate your access to the Site.

(c) You may cancel your subscription at any time subject to the following terms:

You may cancel at any time during the subscription year by contacting VAR and submitting the request in writing to your Account Manager. Your access to the Site will remain available until the anniversary of your annual agreement. Partial years will not be refunded.

(d) In addition to the charges set forth above, you are responsible for all charges associated with connecting to the Site, including, without limitation, all telephone access lines (including long-distance charges, when applicable), telephone and computer equipment and any service fees necessary to access the Site.

3. Copyright and Trademarks.

All materials available on the Site including, without limitation, text, data, images, audio and video clips, (collectively,

the "Content") are owned or controlled by the publisher of the Site (the "Publisher") or the party credited as the provider of the Content. The respective owner retains all right, title, and interest in and to its Content. The Site and Content are protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws.

You may not download, display, reproduce, create derivative works from, transmit, sell, distribute, or in any way exploit Content available via the Site for any public and/or commercial use without the prior written permission of VAR.

Forums and Communications; License.

The Site may make available to users of the Site e-mail notices, newsletters, chat rooms, message boards, bulletin board services, or other interactive communication facilities by means of the Site (such facilities collectively referred to herein as the "Forums"). You are solely responsible for the content of any transmissions you make to the Site or any materials you add to the Site, including to any Forum (the "Communications"). Neither the Publisher nor VAR endorse or accept any Communication as their own or representative of their views. By transmitting any public Communication to the Site, you grant the Publisher and VAR an irrevocable, non-exclusive, worldwide, perpetual, unrestricted, royalty-free license (with the right to sublicense) to use, reproduce, distribute, publicly display, publicly perform, modify, edit, create derivative works from, incorporate into one or more compilations and reproduce and distribute such compilations, and otherwise exploit such Communications, in all media now known or later developed. You warrant that you have the right to grant these rights to the Publisher and VAR. You hereby waive all rights generally known as "moral rights" in your Communications to the extent they can be waived, under any existing or future law of any jurisdiction.

4. Public Communications.

You acknowledge and agree that any Communications made to or by means of any Forum are public. You acknowledge that you have no expectation of privacy in any public Communication and no confidential, fiduciary, contractually implied or other relationship is created between you and the Publisher or VAR by reason of your transmitting a public Communication to any Forum on the Site.

5. Communicating on or to the Site.

Neither the Publisher nor VAR can review all Communications made on or through the Site. However, the Publisher and VAR reserve the right, but has no obligation, to monitor the Forums and edit, modify or delete any Communications (or portions thereof) which the Publisher or VAR in its sole discretion deems inappropriate, offensive or contrary to any policy of the Publisher or VAR, or that violate this Agreement.

To help the Publisher maintain a safe and civil environment, you agree not to upload or distribute to, or otherwise publish through the Site or Forums any Communication which:

- (i) is for commercial purposes or otherwise advertises or solicits for the sale of goods or services;
- (ii) is obscene, indecent, pornographic, profane, sexually explicit, threatening, or abusive;
- (iii) constitutes or contains false or misleading indications of origin or statements of fact;
- (iv) slanders, libels, defames, disparages, or otherwise violates the legal rights of any third party;
- (v) causes injury of any kind to any person or entity;
- (vi) infringes or violates the intellectual property rights (including copyright, patent and trademark rights), contract rights, trade secrets, privacy or publicity rights or any other rights of any third party;

(vii) violates any applicable laws, rules, or regulations;

(viii) contains software viruses or any other malicious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(ix) impersonates another person or entity, or that collects or uses any information about Site visitors.

You further acknowledge that conduct prohibited in connection with your use of the Forums includes, but is not limited to, breaching or attempting to breach the security of the Site.

6. Unsolicited E-Mail.

You agree not to use the Forums or any other area of the Site to send the same or substantially similar unsolicited electronic mail messages, whether commercial or not, to a large number of recipients. This prohibition includes sending unsolicited mass mailings from another Internet service which in any way involves the use of the Site or any equipment owned or operated by the Publisher or VAR in connection with the Site. A message is unsolicited if it is posted in violation of a USENET or newsgroup charter and/or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's e-mail address accessible to the public shall not constitute a request or invitation to receive messages.

7. Notice of Copyright Infringement

We intend that all content provided on our Site and the Mobile Services respect the copyright and other proprietary rights of third parties. When Site visitors post content on our Site, we are unable to monitor the copyright ownership of all posted content. If at any time you believe that any content on our Site infringes your copyrighted material, then you may request that the content be removed from the Site in accordance with the Copyright Act, 17 U.S.C. 512(c)(3), and procedures described below.

You must send a notice that complies with the Copyright Act, 17 U.S.C. §512(c)(3) ("Notice") to the agent we have designated with the Copyright Office:

Mr. David Letson
Telephone: (800) 262-2633
Email: dletson@mccinnovations.com

To comply with the Copyright Act, your Notice must be in writing and must include:

(i) A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

(iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

(v) A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are

authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

When we receive a Notice that complies with the Copyright Act, we will remove the identified material promptly. We will promptly take reasonable steps to inform the user who posted the allegedly infringing material (the "alleged infringer") of the Notice and subsequent removal. The alleged infringer may then provide us with a counter-notice ("Counter-Notice") that the initial infringement notice was erroneous. Such Counter-Notice must be in writing and must include:

- (i) A physical or electronic signature of the alleged infringer;
- (ii) Identification of the material removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- (iii) A statement under penalty of perjury that the alleged infringer has a good-faith belief that the material was removed or access to it disabled as a result of error;
- (iv) The alleged infringer's name, address, and telephone number; and
- (v) A statement of consent to jurisdiction in federal district court and that the alleged infringer consents to service of process from the complaining party or its agent.

Upon receipt of a Counter-Notice, we will notify you of the Counter-Notice and restore the material within 10 to 14 business days of receipt of the Counter-Notice unless you inform us that you have filed an action seeking a court order to restrain the allegedly infringing party from engaging in infringing activity relating to the material on our Site.

Please note: the email address of our Designated Agent is intended specifically for the receipt of notices of claimed infringement under the Digital Millennium Copyright Act of 1998, 17 U.S.C. §512. It is not intended for the general inquiries and permission requests concerning the use of our content.

8. Your password.

As part of the registration process for the Site you will be given a password. This password is for your individual use only. You are solely responsible for maintaining the confidentiality of any password you use to access the Site and agree that neither the Publisher nor VAR will have any obligations with regard thereto.

9. Information Provided.

You acknowledge that any reliance upon any advice, opinion, statement, or other information displayed or distributed through the Site or the Mobile Services, is at your sole risk. The Publisher reserves the right, in its sole discretion and without notice, to correct any errors or omissions in any portion of the Site or to deny access to the Site to anyone acting in violation of this User Agreement at any time. You acknowledge and agree that neither the Publisher nor VAR is responsible for any materials posted by users of the Site or Mobile Services.

10. No-Commercial Use Policy.

You agree to use the Site only in a noncommercial manner in compliance with the No-Commercial Use Policy. You specifically agree not to post, transmit or otherwise distribute to the Site (including without limitation to any Forum) any material containing any solicitation of funds, advertising or solicitation for goods or services. We encourage you to report any apparent violation.

NO-COMMERCIAL USE POLICY

Published information is intended solely for the benefit of our subscribers in order to help them use and better understand their Laserfiche software products and services. Such information may not be used by others in advertising or to promote a company's products or services. In addition, this policy precludes any commercial use of any published information in any form or of the name The Training Center, without our express written permission.

11. Links to Other Sites.

The Site or the Mobile Services may contain links and pointers to other sites on the Internet which may be maintained by third parties. Such links do not constitute an endorsement by the Publisher or VAR of any third-party site or any materials contained therein. Neither the Publisher nor VAR control, and are not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites.

12. Financial Responsibility.

You agree not to assign, transfer or sublicense your rights as a subscriber to the Site. You agree to be financially responsible for all usage or activity on your Site account.

13. Indemnification.

You hereby agree to indemnify, defend and hold harmless the Publisher, VAR and their respective affiliates from and against any and all liability and costs incurred by any of them in connection with any claim arising out of any breach or alleged breach of any of your representations, warranties or obligations set forth in this Agreement. You shall cooperate as fully as reasonably required in the defense of any claim. Each of the Publisher and VAR reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of the Publisher and VAR.

14. DISCLAIMER OF WARRANTY.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SITE (INCLUDING ALL CONTENT) ARE PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER THE PUBLISHER NOR VAR WARRANTS THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE SITE, INCLUDING FORUMS OR THE SERVER(S) ON WHICH THE SITE IS OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE PUBLISHER AND VAR DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED), COMPATABILITY, SECURITY, ACCURACY, OR NON-INFRINGEMENT.

15. LIMITATION OF LIABILITY.

USE OF THE SITE IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, COMMUNICATIONS, CONTENT, OR OTHER MATERIAL (INCLUDING WITHOUT LIMITATION SOFTWARE) ACCESSED THROUGH OR OBTAINED BY MEANS OF THE SITE.

UNDER NO CIRCUMSTANCES SHALL THE PUBLISHER, VAR OR THEIR RESPECTIVE AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES AND AGENTS, OR ANY THIRD-PARTY PROVIDER OF TELECOMMUNICATIONS OR NETWORK SERVICES, SITE SOFTWARE OR SITE CONTENT FOR THE SITE, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURY AND/OR DEATH, LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO YOUR USE OF OR INABILITY TO USE THE SITE, EVEN IF IT HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE TOTAL LIABILITY OF PUBLISHER AND VAR HEREUNDER IS LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE SITE. YOU HEREBY RELEASE THE PUBLISHER AND VAR AND THEIR RESPECTIVE AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THESE KINDS OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

16. Termination.

In addition to any other rights of the parties set forth herein, the Publisher or VAR may cancel or terminate this Agreement at any time. The Publisher and VAR also reserve the right to restrict, suspend or terminate your access to the Site in whole or in part, without notice, with respect to any breach or threatened breach by you of any portion of this Agreement. If the Publisher or VAR terminates this Agreement (and therefore your access to the Site) based on a breach of any portion of this Agreement, the Publisher and VAR reserve the right to refuse to provide access to the Site to you in the future.

17. General.

This Agreement constitutes the entire agreement between you and VAR and/or the Publisher with respect to the Site and supersedes all prior agreements between you and VAR and/or the Publisher. Failure by the Publisher or VAR to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. Interpretation and enforcement of this Agreement shall be governed by the laws of the state of Florida. In the event that any portion of this Agreement is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.