

TERMS OF USE.

1. Agreement.

By using this web site (the "Site"), you agree to be bound by all of the terms and conditions of these Terms of Use (the "Agreement"). If you do not agree to abide by and be bound by the terms and conditions set forth in this Agreement, immediately terminate your use of the Sites, TrackAndEval.com or TrackAndEvaluation.com.

2. Services

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3. Rules.

As a condition of your use of the Site, you may not:

- a.) Use the Site for commercial purposes – i.e. you may not resell access to the Site.;
- b.) Post or transmit any unlawful, defamatory, obscene, pornographic or other offensive materials, including any posting which would solicit or encourage, in WozzaWorks's sole discretion, the committal of a crime or other act contrary to local, state or federal laws;
- c.) Modify, copy, distribute, transmit or sell any software, service or product, which is derived from the information contained within the Site;
- d.) Use the Site in any manner that could damage or cause disruption to WozzaWorks's server or any networks connected to WozzaWorks's server or which would otherwise interfere with the use of the Site by another party;
- e.) Use the Site to gain unauthorized access (i.e., hack) to any accounts, networks or computer systems operated by WozzaWorks or affiliated with WozzaWorks or any third-party link;
- f.) Utilize the Site for any purpose which is intended to gain access to information or data to which access is not implied or specifically authorized by use of the Site;
- g.) Use the Site in connection with junk mail, spamming, unsolicited e-mail messages, private, commercial or otherwise;
- h.) Upload any files containing viruses, trojan horses, worms, time bombs or any other corrupted file that may damage the operation of the Site, WozzaWorks's computers, networks or the computers and networks of its suppliers, or the computers of any other user of the Site;
- i.) Advertise for sale any product, service or other tangible or intangible item on the Site or the purchase of said product or service, or other tangible or intangible item, on the Site;
- j.) Violate any local, state or federal law regulating the use or access of the Site; or
- k.) Intentionally mislead WozzaWorks or any other user of the Site by having created a false name or pseudonym.

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5. Disclaimer (Content).

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6. Disclaimer (Warranties).

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8. Information and Data Submitted by User.

Any information, data, ideas, postings which you submit to the Site ("Submissions") shall be the subject of an irrevocable and perpetual license granted by you to WozzaWorks in order for WozzaWorks's use of your Submission in any manner as WozzaWorks sees fit, including, but not limited to, WozzaWorks's incorporation of your Submission into the proprietary products of WozzaWorks. Under such circumstance, you shall not be entitled to any compensation whatsoever from WozzaWorks for WozzaWorks's use of your Submission.

9. Monitoring.

You acknowledge that this is a non-monitored site; provided, however, that WozzaWorks may from time to time monitor the Site and, as a result, take such action, including, but not limited to, removing information and data from the Site and terminating, temporarily or permanently, any user's access to the Site. Such action may be taken at any time and without notice in WozzaWorks's sole discretion.

10. Modification.

WozzaWorks reserves the right to modify, change, amend or discontinue entirely all or any portion of the Site without notice and without regard to the effects that such modification, change, amendment or discontinuance may have on you or any other user. Under any of the above circumstances, WozzaWorks shall incur absolutely no liability to you or any other user of the Site arising out of or related to such action.

11. Third-Party Links.

On occasion, WozzaWorks may provide links to Internet web sites maintained by other parties ("Third-Party Links") which are related to the Site. Such Third-Party Links are provided for your convenience and unless otherwise explicitly stated do not represent WozzaWorks's acknowledgment, endorsement or any other approval with respect to such Third-Party Link. WozzaWorks does not warrant the content of any Third-Party Link nor shall WozzaWorks be responsible or liable for any Third-Party Link or any damage which occurs to you as the result of accessing a Third-Party Link. You acknowledge that WozzaWorks in no way controls any information, data or other materials located at any

Third-Party Link. Access to Third-Party Links is provided as a convenience only and, as with other software, data and information on the Site, is provided with no warranties, express or implied.

12. Termination and Amendment.

This Agreement, and the rights granted hereunder, may be terminated at any time by WozzaWorks and without advance notice to you or any other user of the Site. In addition, WozzaWorks reserves the right to amend this Agreement and modify, add or discontinue any aspect, content or feature of the Site at any time and without notice to you or any user of the Site.

13. Cancellation of Service.

You may cancel your service at any time. It can take up to 48 hours to process the cancellation. If you cancel on the day that your service is renewed you may be charged for the following month.

14. Indemnification.

Upon acceptance of this Agreement, you agree to indemnify and hold harmless WozzaWorks, its members, officers, directors, employees, agents and its suppliers from and against any and all claims, actions, causes of action, suits, damages, costs and expenses, including actual attorneys' fees, arising out of or accruing from

- (a) any Submission posted by you which infringes or allegedly infringes upon the intellectual property right of a third party;
- (b) any false or misrepresented statement by you in connection with the use of the Site; or
- (c) any action brought by a third party against WozzaWorks or the other parties to be indemnified hereunder, which in any way arises out of or relates to your access to the Site or your use of the Site.

15. Copyrights.

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16. General.

a. The terms and conditions of this Agreement, their application and the rights and responsibilities as between you and WozzaWorks shall be governed by the laws of the State of Massachusetts without regard to or application of choice of law principles. Any lawsuit or dispute arising out of or related to this Agreement or the Site shall be resolved in a forum consisting of the District Courts in Barnstable County, Massachusetts, and in no other forum.

b. If any part of this Agreement is found to be invalid by a court of competent jurisdiction, it shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect.

c. This Agreement constitutes the entire agreement between yourself and WozzaWorks with respect to the Site.