

CHARTER
FACILITIES MANAGEMENT LLC™

Website Terms of Use and Privacy Policy

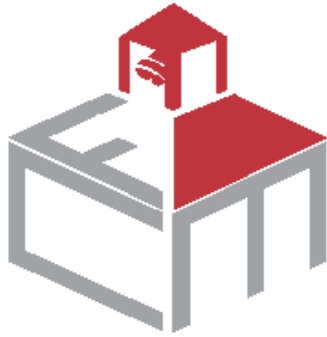
Last Updated January 11, 2010

Welcome to the Charter Facilities Management LLC Terms and Conditions of Use Agreement. This document describes terms and conditions applicable to your use of the services made available by Charter Facilities Management LLC (“Company”, “we” or “us”) at the website www.charterfacilities.org (the “Site”).

This Terms and Conditions of Use Agreement (hereafter this “Agreement”) sets forth the general terms and conditions which apply to the use by you of the Site, including the features and services offered by us from time to time at or through the Site (collectively the “Site”). Upon your acceptance, this Agreement is a legally binding instrument between you and Company, and describes your responsibilities in connection with your use of the Site and, among other things, limits the liability of Company. Before using the Site please read all of this Agreement carefully. By accessing or using any Site, you agree to be legally bound and to abide by this Agreement. If you do not agree with any part of this Agreement, YOU MUST NOT ACCESS OR USE THE SITE. Please note that persons under 18 years of age or persons who are otherwise deemed incapable of forming legally binding contracts by applicable law are not authorized to access the Site or use the Site. If you have any questions regarding this Agreement, please write to us at: info@charterfacilities.org.

1. Amendments. We reserve the right, exercisable in our sole discretion, to change, modify, add to, subtract from, or otherwise amend the terms and conditions of this Agreement at any time. Such changes, modifications, or other amendments shall be effective upon notice to you thereof, which may be given by any means including, but not limited to, posting on the Site, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Except as may be otherwise expressly stated in any notice given to you by us, all such amendments of this Agreement shall automatically become effective upon the date which is 10 days following the date upon which each such amendment of this Agreement is first posted on the Site or otherwise communicated to you. This Agreement may not otherwise be amended. Your continued use of the Site constitutes your binding acceptance of this Agreement, including any changes or

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modifications made by us as permitted above. You agree to review the terms and conditions of this Agreement periodically to become aware of such revisions. If at any time the terms and conditions of this Agreement are no longer acceptable to you, you must immediately cease all use of the Services. The right to access and use the Site is personal to you and is not transferable to any other person or entity. This Terms and Conditions of Use Agreement was last revised and posted on the Site on January 11, 2010 to have effect from and after January 11, 2010.

2. Trademark and Copyright.

Charter Facilities Management LLC, the CFM logo, AND charterfacilities.org are registered and/or service marks of Company in the United States. Company's trademarks and service marks may not be used in connection with any product or service that is not Company's, in any manner likely to cause confusion among customers or in any way that disparages or discredits Company. Other trademarks that appear on this web site are the property of their respective owners.

3. Lawful Purposes Only.

The Site may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding use of the Services and any transactions that may be facilitated, directly or indirectly, by means of the Services.

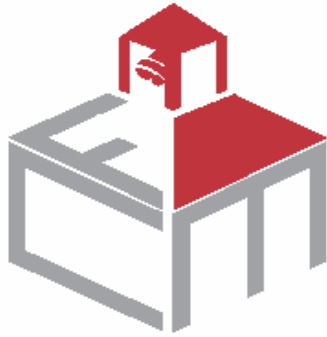
4. No Use of Automated Processes.

You agree that you will not use any robot, spider, other automatic device, any automated software or program, or manual process to monitor, use or copy our Site, web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of or compromise the security of the Site

5. External Sites; Linking.

(a) The Site may contain links to websites on the Internet, which are owned and operated by third parties ("External Sites"). This Agreement does not apply to your

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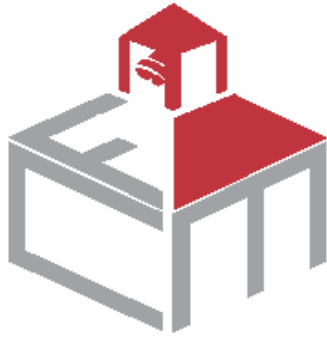


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use of any External Site to which this Site only links, and we are not responsible for the availability of any External Site to which the Site links, nor to any liability arising from any External Site, as stated below. Please note that the External Sites are governed by “terms of use” agreements and privacy policies that are different from those applicable to this Site. You are solely responsible for assessing whether these third party terms of use agreements and privacy policies are acceptable to you, and if not, you should not use these External Sites or disclose information to them. Any use or disclosure that you may make to these External Sites is at your own risk. We do not endorse or take responsibility for the contents, advertising, products or other materials made available through any External Site. You acknowledge that Company is not responsible for the availability of, or the content, advertising, products or other materials located on or through, any External Site. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, products or services available on any External Sites or links on our Site to External Sites. You should contact the site administrators of those External Sites if you have any concerns regarding such links or the content or services located on such External Sites.

(b) Other websites may link to this Site only through a plain-text link. Permission must be granted by us for any other type of link to this Site. To seek our permission, please write to us at info@charterfacilities.org.

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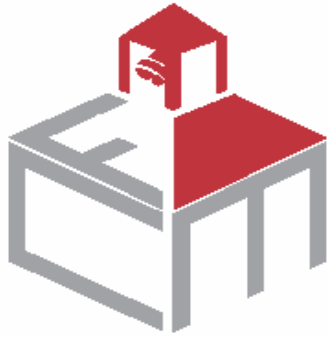
6. Disclaimers; Limitations of Liability.

(a) THE SITE AND THE FEATURES ARE PROVIDED BY COMPANY EXCLUSIVELY ON AN “AS IS” BASIS ONLY. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. COMPANY MAKES NO WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION AVAILABLE AT THE SITE OR VIA THE SERVICES, WHETHER SUPPLIED BY COMPANY, ITS AFFILIATES, LICENSORS OR ANY OTHER SOURCES. COMPANY MAKES NO WARRANTY THAT USE OF THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT USE OF THE SITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. Some jurisdictions may not allow the exclusion of implied warranties, and such exclusions may therefore not apply to you.

(b) NO ORAL COMMUNICATION OR WRITTEN INFORMATION GIVEN BY COMPANY OR ITS AFFILIATES OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF COMPANY SHALL CREATE A WARRANTY NOR SHALL A USER RELY ON SUCH ADVICE OR INFORMATION. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY CLIENTS OF COMPANY SHALL CREATE A WARRANTY NOR SHALL A USER RELY ON SUCH ADVICE OR INFORMATION.

(c) UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH EITHER THE SITE OR THE FEATURES OF THE SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE. PLEASE SEEK THE ADVICE OF

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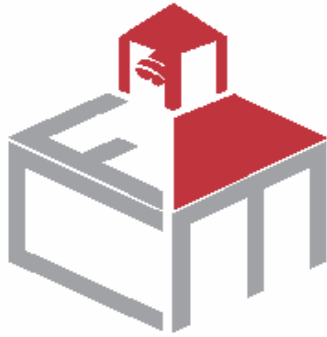
QUALIFIED EXPERT OR TECHNICAL ADVISOR OR OTHER PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF INFORMATION RELATING TO ANY DATA RELATED PRODUCTS OR OTHER SPECIFIC INFORMATION, OPINION, ADVICE OR OTHER CONTENT MADE AVAILABLE AT THE SITE OR VIA THE SERVICES.

(d) NEITHER COMPANY, ITS AFFILIATES, SUPPLIERS OR THE EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS OF ANY OF THESE PARTIES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THE USE, MISUSE, OR INABILITY TO USE THE SITE OR THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS, AFFILIATES AND AGENTS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE SHALL BE LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES (IF ANY) YOU PAY TO US IN THE ONE (1) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) ONE HUNDRED DOLLARS (\$100).

7. Indemnity. You agree to indemnify, defend and hold harmless Company, Inc., its affiliates, and their respective officers, directors, owners, employees, agents, information providers and licensors (collectively, the "Company Parties") from and against any and all claims, liability, losses, costs and expenses (including attorney fees, accountant fees, expert fees and related costs of investigation) incurred by any Company Party in connection with (a) your breach of any representation or warranty or other provision of this Agreement or any additional agreement entered into by you and us, and (b) any use, misuse or alleged use of the Site under your password by any person, whether or not authorized by you. Company reserves the right, at its 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 Company's defense of such claim.

8. Notices. Except as explicitly provided otherwise, any notices shall be given by postal mail to Company, 1661 Worcester Road suite 103 Framingham MA 01701, Attn: Legal Compliance Officer (in the case of us) or to the email address you provide to Company during the registration process (in your case). Notice shall be deemed given

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one complete business day after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Company during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

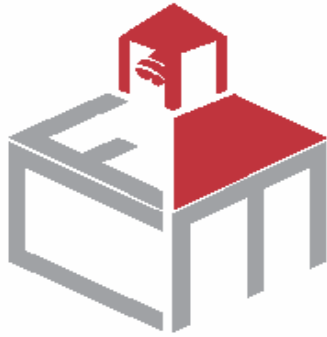
9. General. This Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts as such laws are applied to agreements entered into and to be performed entirely within Massachusetts between Massachusetts residents and without giving effect to any principles of conflicts of laws. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In the event that this Agreement is terminated for any reason, the rights and obligations of the parties under Sections 2, 3, 4, 5, 6, 7, 8, and 9 shall survive the termination of this Agreement without limitation. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to such breach or any subsequent or similar breaches. The Site and the features of the Site are arranged, sponsored, or managed by Company, Inc. in the Commonwealth of Massachusetts, USA. You agree that any action at law or in equity arising out of or relating to these terms and conditions shall be filed only in state or federal court located in Middlesex County, Massachusetts, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these terms and conditions. Any cause of action you may have with respect to the Site, the features of the Site or this Agreement must be commenced within one (1) year after the claim or cause of action arose, or shall be forever barred.

PRIVACY POLICY

Thank you for visiting the Charter Facilities Management LLC. (“Company” or “we” or “us”) web site. We take data security and the privacy of your personal information very seriously.

The Company is dedicated to maintaining your confidence and trust, and accordingly maintains the following privacy policy to protect personal information provided online.

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BASIC CONFIDENTIALITY POLICY-PERSONAL INFORMATION

It is Company policy that personal information, such as your name, postal and e-mail address or telephone number, is private and confidential. Accordingly, the personal information you provide is stored in a secure location is accessible only by designated staff, and is used only for the purposes for which you provide the information. You have the right to inspect and correct web site personal records created by the Company. If you indicate on our sites that you would like to receive information about Company programs and services, your personal information will be added to appropriate Company mailing lists.

CONDITIONAL RELEASE OF PERSONAL INFORMATION TO THIRD PARTIES

Personal information will not be released to third parties except to further the purpose for which you provide the information, or if release is required by law or is pertinent to judicial or governmental investigations or proceedings. There are no other circumstances under which we will provide or sell personal information to third parties.

NO COMPUTER TRACKING OF IDENTIFIABLE INFORMATION

Our web site is not set up to track, collect or distribute personal information about its visitors. It does recognize the home server of visitors, but not e-mail addresses. This particular information is used only for internal purposes by Company technical support staff. No personal information is collected.

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