

Breckenridge Institute®
VAR Software Terms of Use Agreement
(Effective, January 2008)

The Breckenridge Institute® Value Added Reseller Software Application (collectively, "VAR Application") is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Upon logging on to your Value Added Reseller account by virtue of password and authorized access (collectively, the "VAR Account"), you are bound to the terms and conditions set forth in this Terms of Use Agreement (collectively, the "Terms of Use").

ACCEPTANCE OF TERMS

Breckenridge Institute® ("Breckenridge") makes available to qualified VARs ("VAR") this hosted application (the "Site") including the information, documents, images, data, reports, Power Point presentations, audio and video recordings, software and products supplied by Breckenridge (collectively, the "Materials") and various services operated by Breckenridge (collectively, the "Services"), subject to the terms and conditions set forth in this Terms of Use Agreement. At the point of qualification, the VAR accepts the terms of this agreement. This Terms of Use Agreement is for individual VARs being qualified to use Breckenridge products, not organizations. The qualification to use Breckenridge products and this Terms of Use both move with the qualified VAR if they leave the company. If a company loses their only qualified VAR, the organization must have someone else qualified to continue to purchase and use Breckenridge products and services.

Breckenridge reserves the right to change the Terms of Use from time to time at its sole discretion. VAR's use of the Site will be subject to the most current version of the Terms of Use posted in the Resources Section. In addition, VAR shall be subject to any posted guidelines or rules applicable to such Services or Materials that may contain terms and conditions in addition to those in the Terms of Use. All such guidelines or rules are hereby incorporated by reference into the Terms of Use. If VAR breaches any of the elements of this Terms of Use Agreement or the Qualification Guidelines, VAR's authorization to use the Site may be terminated. This Terms of Use Agreement is void where prohibited by law, and the right to access the Site and Materials is revoked in such jurisdictions.

COPYRIGHT, TRADEMARK

The Materials and Services on this Site are protected by copyright, trademark, and/or other intellectual property laws and any unauthorized use of the Materials or Services at this Site may violate such laws. The Materials that are made available to download from this Site are the copyrighted and/or trademarked work of either Breckenridge or Mark Majors. Except as expressly permitted herein, no portion of the Materials on this Site may be reproduced in any form or by any means without the prior written permission of Breckenridge or Mark Majors. VARs may not remove any copyright, trademark or other proprietary notices contained in the Materials. The rights granted to VAR to use the Materials on the Site constitute a limited license and not a transfer of title. Materials (information, documents, images, data, reports, Power Point presentations, audio and video recordings, software and products) on the Site may not be copied or imitated in whole or in part and the development of derivative work that is based in part (or whole)

on the Materials on the Site constitute a material breach of this Terms of Use Agreement.

USE OF SOFTWARE

VAR agrees not to use any means to circumvent log in, password, and other protections Breckenridge puts in place to restrict access to certain parts of the Site. VAR may not attempt to download or otherwise retrieve information from the Site or Materials outside of those methods outlined in this Terms of Use Agreement.

USE AND PROTECTION OF USERNAME AND PASSWORD

VAR is responsible for maintaining the confidentiality of their username and passwords. Strong passwords are encouraged. A strong password is one with letters and numbers and at least eight characters. VAR is responsible for all uses of VAR's account and will not provide the account and password to anyone for any purpose. If there is a breach of the confidentiality of a password or username assigned to VAR, or any breach of security through VAR's account, then VAR shall notify Breckenridge immediately by contacting Elin Larson at elin@breckenridgeinstitute.com.

RELIABILITY OF ACCESS TO SITE

Breckenridge will provide continuous (24X7) access to the VAR Application. Breckenridge will also provide user support directly to VARs Monday through Friday from 8am until 5pm RMT. In the event of disruptions in service or access to the VAR Application that are beyond the control of the VAR, the VAR shall notify Elin Larson at Breckenridge at elin@breckenridgeinstitute.com and Breckenridge will work diligently to resume service or access in a timely manner. Breckenridge is not responsible for access disruptions related to the VAR's ability to access the Internet or the Site. Breckenridge reserves the right to periodically maintain the system and application. Any maintenance disruptions will be scheduled in non-business hours with prior notification sent to the VAR.

TERM AND TERMINATION

This Terms of Use Agreement is effective as of the date the VAR receives a username or password authorizing access to the Site, and continues in force and effect until terminated in accordance with this Terms of Use Agreement. Breckenridge may terminate the VAR's account effective upon written (or emailed) notice to VAR if VAR materially breaches any of the elements of this Terms of Use Agreement or the Qualification Guidelines and these breaches are not cured within ten (10) days after written notice from Breckenridge. Breckenridge reserves the right to suspend access to and use of the Site pending cure of a VAR's breach of this Terms of Use Agreement or the Qualification Guidelines.

MISCELLANEOUS PROVISIONS

Breckenridge's failure to enforce any provision of this Terms of Use Agreement will not be construed as a waiver of any provision or right. Breckenridge will not be liable in any amount for failure to perform any obligation under this Terms of Use Agreement if such failure is caused by the occurrence of cause beyond the reasonable control of

Breckenridge including, without limitation, outages of the Internet or connections thereto, communications outages, earthquake, fire, flood, war, or act of God; or any acts of governmental bodies or authorities.

GOVERNING LAW AND JURISDICTION

This Site (excluding linked sites) is controlled by Breckenridge from its offices within the State of Colorado, United States of America. By accessing this Site, VAR and Breckenridge agree that the statutes and laws of the State of Colorado, without regard to the conflicts of laws principles thereof, shall govern all matters relating to VAR access to, or use of, this Site and any Materials or Services. VAR and Breckenridge also agree and hereby submit to the exclusive personal jurisdiction and venue of the Denver County Court and the United States District Court with respect to such matters.

ACCEPTABLE USE POLICY

VAR agrees to not use the Sites to:

- ❑ Upload, post or otherwise transmit any data or content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, obscene, libelous, invasive of another's privacy, hateful (racially or ethnically), harmful to minors or otherwise objectionable.
- ❑ Upload, post or otherwise transmit any material that contains 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.
- ❑ Interfere with or disrupt the VAR site or related Breckenridge sites, servers or networks connected to Breckenridge, or disobey any requirements, procedures, policies or regulations of networks connected to the Site.
- ❑ Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals.

HR.5005. **Homeland Security Act** of 2002 – All VAR use of the Site and all VAR content posted to the Site shall comply with HR 5005, Homeland Security Act. Failure to comply with the Act may result in immediate revocation of the use of the Site and forfeiture of all content. Breckenridge is held indemnified for any consequences of VAR violation of the Act through the use of the Site.

VAR AGREES TO ALL TERMS OF THIS AGREEMENT BY SUBMITTING THIS APPLICATION FORM TO THE BRECKENRIDGE INSTITUTE®.