Onset Computer Corporation Web Site Access License and Terms of Use

Onset Computer Corporation ("Onset") operates an access-controlled web site at www.intempro.com (the "Site"). Onset is willing to grant you access to the Site, subject to the following Access License ("License") and Terms of Use ("TOU"). By completing the site entry registration information and clicking the "I Agree" button on registration, you are agreeing to be bound by the terms of the License and TOU. In addition, when using the Site in conjunction with any other Onset owned or operated services, you shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules, where applicable, are hereby incorporated by reference in the TOU.

IF YOU DO NOT WISH TO BE BOUND BY THE TOU, YOU MAY NOT ACCESS OR USE THE SITE.

TERMS
In consideration for Onset granting you the License to access the Site, you agree to the following terms and conditions:

1. Entry Conditions. The License granted under the TOU is restricted solely to persons who: (a) completely and accurately fill out all applicable site entry registration information; (b) agree to maintain and promptly update the respective registration information; and (c) are of legal age to form a binding contract. If you provide any information that is untrue, inaccurate, not current or incomplete, or Onset has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Onset has the right to suspend or terminate your account and refuse any and all current or future use of the Site or related service(s) (or any portion thereof).

2. Privacy Policy. Site registration data and certain other information about you is subject to the Onset Privacy Policy which is available at http://www.onsetcomp.com/corporate/legal. Onset reserves the right to revise the Onset Privacy Policy at any time and your use of the Site at any particular time shall be subject to the Privacy Policy then in effect. You understand that through your use of the Site you consent to the collection and use (as set forth in that Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Onset and its affiliates and contractors.

3. Grant of License. Subject to the Entry Conditions in paragraph 1 above, Onset grants you a limited, personal, nontransferable, revocable, nonexclusive license to enter and use the Site, subject to Onset's right of termination. You will receive a password and account designation upon completing the Site registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password and account. You agree to immediately notify Onset of any unauthorized use of your account.

4. Scope of License. Under the TOU you may enter the Site to view the information provided by you as well as other third party users who have designated certain information as publicly accessible to users of the Site. You may not:

a) Download, print, capture or otherwise create copies of material (i) not originally provided by you, or (ii) not designated as publicly accessible by other users of the Site;

b) sublicense, rent, lease, lend or otherwise transfer your rights under the TOU without Onset's prior written consent;

c) Link to any page on the Site other than the Site's home page or to a read-only page comprised of data (i) originally provided by you or (ii) designated as publicly accessible by other users of the Site, or frame any material from the Site for use on any other web site; or

d) Use your knowledge of the content or structure of the Site for a commercial purpose that in any manner competes with the activities of Onset.


a) Trademarks. Onset reserves all rights to the use of its trademarks, service marks and logos appearing on the Site. Any unauthorized use of Onset's trademarks may subject you to civil and criminal penalties under state and federal trademark laws and international treaties.

b) Copyrights. All information, data, text, or other materials ("Content") maintained on the Site are the sole responsibility of the person from which such Content originated. Onset is the owner or lawful licensee of all copyright interests in the design and content of the Site (other than content provided by third party users or provided through a third party link, if any), and reserves all rights thereto not expressly granted under the TOU. Any unauthorized use of the Site may subject you to civil and criminal penalties under federal copyright law and international treaties. Any reproduction, copying, redistribution, retransmission, or republication of any copyrighted material is strictly prohibited without express written consent of the copyright owner.

c) Content Submissions. You are responsible for all Content you upload, post, transmit, or otherwise make available via the Site. Under no circumstances will Onset be liable in any way for any Content, including but not limited to any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content uploaded, posted, emailed, transmitted or otherwise made available via the Site. If you contribute any Content or material to Onset or the Site, including but not limited to business information, ideas, concepts, or inventions, you agree to grant (or warrant that the owner of such content or intellectual property has expressly granted) to Onset an irrevocable, non-exclusive, royalty free, worldwide perpetual license to use, with the right to reproduce, distribute, transmit, and publicly display any
You specifically agree that:

state, federal and local laws and regulations relating thereto.
or have posted Content to the Site, you agree to comply with all
channels, outside the control of Onset, are involved.

Content submitted by you or any other individual to the Site
without limitation, the Privacy Policy.

b) Covenant of Proper Use. If you choose to upload, post, send,
that is subject to civil liability.

You will not upload, post, send or make available any
information that is unlawful, defamatory, libelous, obscene, harmful, threatening, harassing, or otherwise objectionable.

You will not use the Site in any way that directly or
indirectly encourages or facilitates a criminal offense or that is subject to civil liability.

You will not interfere with the ability of other users to use
or enjoy the Site.

You will not create a false identity or mislead other users
of the Site.

You will not collect, harvest, or store information on other
users or the data they may have uploaded, posted, sent, or
made available to the Site, unless such data has been
designated as publicly accessible by the other users.

You will not attempt to damage or disrupt the function of
the Site.

You will not upload, post, transmit, or in any other way
make available any material or data that infringes upon
the trademark, patent, copyright, trade secret, contract, or
privacy rights of any person or entity.

You will not advertise any business or products.

c) Acknowledgment of Unmonitored Site. Although Onset
reserves the right to monitor, modify, and remove at its
discretion, any information or materials posted to the Site by
you or other users, Onset does not undertake to actively
monitor the Site. If you wish to report content that you believe
is objectionable please contact Onset at abuse@onsetcomp.com.

d) Linked Site Pages. Onset is not responsible for which Site
data pages are designated as publicly accessible. Accordingly,
Onset bears no responsibility for the validity of your or third-
party links to such publicly available Site data pages.

8. Use of Site.

a) Disclaimer of Reliability. Onset does not guarantee that
Content submitted by you or any other individual to the Site
will be received by the Site since third-party communications
channels, outside the control of Onset, are involved.

b) Covenant of Proper Use. If you choose to upload, post, send,
or have posted Content to the Site, you agree to comply with all
state, federal and local laws and regulations relating thereto.
You specifically agree that:

- You will not upload, post, send or make available any
  information that is unlawful, defamatory, libelous, obscene, harmful, threatening, harassing, or otherwise objectionable.

- You will not use the Site in any way that directly or indirectly encourages or facilitates a criminal offense or that is subject to civil liability.

- You will not interfere with the ability of other users to use or enjoy the Site.

- You will not create a false identity or mislead other users of the Site.

- You will not collect, harvest, or store information on other users or the data they may have uploaded, posted, sent, or made available to the Site, unless such data has been designated as publicly accessible by the other users.

- You will not attempt to damage or disrupt the function of the Site.

- You will not upload, post, transmit, or in any other way make available any material or data that infringes upon the trademark, patent, copyright, trade secret, contract, or privacy rights of any person or entity.

- You will not advertise any business or products.

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d) Linked Site Pages. Onset is not responsible for which Site
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party links to such publicly available Site data pages.

9. Data Security. While Onset will use commercially reasonable
efforts to ensure the security of all user content uploaded,
posted, sent, or made available to the Site, Onset makes no
guarantee as to the accessibility, storage, or security of such
Content. In addition, Onset will make a commercially
reasonable effort to keep your personal information from loss
or misuse by others. You acknowledge that there is always a
risk involving information storage and retrieval over the
Internet. You understand that it is your responsibility to
periodically back up your Content to media, devices, or facilities
under your control.

10. Accessibility. You agree that from time to time, the Site
may be inaccessible or inoperable for any reason, including,
without limitation: (a) equipment malfunctions; (b) periodic
maintenance and upgrade procedures; (c) repairs which Onset
and/or its service providers may undertake; or (d) any cause
beyond the control of Onset.

11. Linked Resources. Although Onset may provide you with
links to third-party web sites of potential interest, Onset does
not in any way guarantee that the links are accurate,
comprehensive or up to date. Onset may not have control over
the content or management of the linked sites. Your use of
third-party sites is at your own risk and subject to the terms
and conditions of use at those sites.

12. Responsibility for Internet Security. You will be solely
responsible for obtaining and using your own anti-virus, anti-
trojan and Internet security software. Onset does not represent
or warrant that the Site or any material downloaded from the
site will be safe or free of viruses, worms, trojan programs, or
other destructive mechanisms, although Onset will exercise
commercially reasonable efforts to protect the Site and its
contents. You are responsible for using appropriate Internet
security devices and/or software to ensure that no third parties
(e.g. hackers) take advantage of the fact that your computer is
connected to the Internet, or that you are accessing the Site.

13. DISCLAIMER OF WARRANTIES. THE SITE, INCLUDING ALL
MATERIALS AND INFORMATION CONTAINED THEREIN, AND
ANY PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE
SITE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT
WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED,
INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF QUIET
ENJOYMENT OR NONINFRINGEMENT, AND ANY IMPLIED
WARRANTIES OF MERCHANTABILITY, FITNESS FOR A
PARTICULAR PURPOSE AND WARRANTIES UNDER THE
UNIFORM COMPUTER INFORMATIONAL TRANSACTIONS ACT,
AS MAY BE ADOPTED BY ANY JURISDICTION FROM TIME TO
TIME. ONSET, OR ANY OF ITS SERVICE PROVIDERS, DOES NOT
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OPERATION OF THE SITE, THE USE, VALIDITY, ACCURACY, SECURITY OR RELIABILITY OF THE MATERIALS ON THE SITE, THE PRODUCTS OR SERVICES OBTAINED THROUGH THIS SITE, OR ANY OTHER SITES LINKED TO THIS SITE. ONSET, OR ANY OF ITS SERVICE PROVIDERS, DOES NOT GUARANTEE OR WARRANT THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERRORFREE, OR THAT ANY DEFECT IN THE SITE WILL BE CORRECTED WITHIN A PARTICULAR TIMEFRAME OR AT ALL. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU AS IT RELATES TO IMPLIED WARRANTIES.

14. LIMITATION OF REMEDIES. IN NO EVENT SHALL ONSET OR ANY OF ITS SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS SITE, OR YOUR USE OF THE INFORMATION CONTAINED THEREIN, EVEN IF ONSET OR ANY OF ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. IN PARTICULAR, ONSET, OR ANY OF ITS SERVICE PROVIDERS, SHALL NOT BE LIABLE FOR THE LOSS OF INFORMATION ARISING FROM THE USE OF, OR INABILITY TO USE, THE SITE. THE TOTAL LIABILITY OF ONSET AND/OR ITS SERVICE PROVIDERS TO YOU, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE PAYMENTS YOU MADE TO ONSET, IF ANY, FOR ACCESS TO THE SITE OVER THE PRECEDING 12 MONTH PERIOD MEASURED FROM THE DATE OF THE CLAIM. THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED.

15. Force Majeure. Onset, or its service providers, shall not be liable for and will not be responsible to you for any delay or failure to perform under the TOU if such delay or failure is due, in whole or in part, to any cause, reason, action, or inaction beyond the reasonable control of Onset or its service providers.

16. Breach of TOU by You. In the event you violate any term or condition of the TOU, Onset shall be entitled to terminate the TOU immediately, block your access to the Site, and pursue all other remedies available to it under applicable law.

17. Indemnification. You agree to indemnify, defend, and hold Onset and its affiliates, and their respective officers, directors, employees, and agents harmless from all claims, demands, liabilities and damages of any kind or nature, including, without limitation, attorney’s fees and litigation costs, arising out of or related to your use, or inability to use, the Site.

18. Non-Waiver. The failure or delay of any party to require performance of, or to otherwise enforce, any condition or other provision of the TOU shall not waive or otherwise limit that party’s right to enforce, or pursue remedies for the breach of, any such provision or condition. Any waiver by any party of any particular condition or provision of the TOU, including this non-waiver provision, shall not constitute a waiver or limitation on that party’s right to enforce performance of, or pursue remedies for the breach of, any other condition or provision of the TOU.

19. Successor Interests. The License grant is not transferable without Onset’s prior written consent. Subject to this limitation, the TOU is binding upon and shall inure to the benefit of the heirs, successors, assigns, legatees, devisees, bankruptcy estates, administrators, personal representatives, and executors of each of the parties.

20. Governing Law. This TOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to, or application of, any conflict of law provisions.

21. Jurisdiction, Venue. The parties agree that any suit, action or arbitration proceeding arising out of or relating to the TOU shall be brought in Suffolk County, Massachusetts, and the parties expressly consent to the personal jurisdiction over them of any state or federal court in Suffolk County, Massachusetts.

22. Severability. If any court of competent jurisdiction finds any term of the TOU, or of any other document or instrument referred to or contemplated in the TOU, to be invalid or unenforceable, such determination shall not affect the validity and enforceability of the remainder of the TOU.

23. Entire TOU. This TOU constitutes the entire agreement between the parties pertaining to the subject matter of the TOU and supersedes all prior discussions, negotiations, understandings, representations and agreements, whether oral or written. All terms of the TOU are contractual and not mere recitals.

24. Electronic Execution. Execution of the TOU shall occur and may be evidenced by transmission of your electronic assent to its terms through your clicking the “I Agree” button on registration for the Site. At any time you may print or download a copy of the TOU for your records from the Onset Web site at http://www.onsetcomp.com/corporate/legal.