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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 data 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.

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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.

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materials and other information or content you submit by all means and in any media or medium now known or hereafter developed.

6. Term of License.

a) This TOU governs a single continuous visit to the Site. Subsequent visits to the Site shall be governed by the terms of the TOU then in effect. Onset reserves the right to amend the terms of the TOU without prior notice for any subsequent visit to the Site. You can review the most recent version of the TOU at <http://www.onsetcomp.com/corporate/legal>. Accessing the Site in the future through use of your registered password constitutes your acceptance of the then-current Site TOU terms.

b) The License becomes effective upon your acceptance of this TOU.

c) The License can be terminated by you upon receipt of your written request.

7. Compliance with Site Policies. You shall comply with all current user policies for access to and use of the Site, including without limitation, the Privacy Policy.

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.

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.

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 WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE

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15. Force Majeure. Onset, or its service providers, shall be not 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>.