

Terms of Use

CORPORATION SERVICE COMPANY® WEB SITE TERMS AND CONDITIONS OF USE

August 30, 2010

YOUR USE OF THIS WEB SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS. If you do not agree with any of these terms, please do not use this site. If you have any questions about these terms, please contact Corporate Headquarters at 800-927-9800. The Corporation Service Company® ("CSC®") Web Site (the "Web Site") is a service made available by CSC®, and all content, information and software ("Content") provided on or through the Web Site may be used solely under the following terms and conditions ("Terms of Use").

1. Web Site License

CSC or third parties granting rights to CSC hold all right, title, and interest in and to the materials on this Web Site. As a user of this Web Site, you are granted a nonexclusive, nontransferable, revocable, limited, personal license to access and use the Web Site in accordance with these Terms of Use, provided that you retain all copyright and other proprietary notices contained in the original materials on any copies of the materials. CSC® may terminate this license at any time for any reason. This limited license terminates automatically, without notice to you, if you breach any of these Terms of Use. Upon termination, you must immediately destroy any downloaded or printed materials.

2. Limitations on Use

Use of the Content on this Web Site is limited to lawful business purposes including the filing of documents with state offices. You may not reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Web Site or Content. You may not use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, or other automatic device or manual process to monitor or copy the Web Site or Content without CSC's prior written permission. You may not copy, download, perform, modify, edit, alter, enhance, reproduce, republish, distribute, display or transmit all or any portion of the Web Site in any manner, except to the extent expressly permitted by these Terms of Use. You may not use or otherwise export or re-export the Web Site or any portion thereof, the Content or any software available on or through the Web Site in violation of the export control laws and regulations of the United States of America. Any unauthorized use of the Web Site or its Content is prohibited.

3. Not Legal Advice

Nothing in the Web Site is intended to create an attorney-client relationship. The contents of this Web Site and any publications included in the Web Site should not be deemed legal advice, and you should not rely on any part of the Web Site as legal advice related to your particular circumstances. Your use of the Web Site does not form an attorney-client relationship. The contents are provided for informational purposes only. The completeness, adequacy or currency of the Content is not warranted or guaranteed. Use of the information on the Web Site or materials linked from the Web Site is at your own risk.

4. Intellectual Property Rights

Except as expressly provided in these Terms of Use, you have no right, title or interest (and no copyright, trademark or other intellectual property right) in or to the Web Site or any of its content. You agree that the Content and Web Site is protected by copyright, trademark, service mark, patent or other proprietary rights and laws.

5. Linking to the Web Site

You may provide links only to the home page of the Web Site, provided you do not remove or obscure, by framing, mirroring or otherwise, any portion of the homepage and you discontinue providing links to the Web Site if requested by CSC.

6. Registration

Certain sections of the Web Site require you to register. If registration is requested, you agree to provide CSC with accurate, complete registration information. It is your responsibility to inform CSC of any changes to that information. Each registration is for a single person only, unless specifically designated otherwise on the registration page. CSC does not permit any other person using the sections under your name or access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use and for protecting the security of your user name and password.

7. Errors and Corrections

CSC does not represent or warrant that the Web Site is error free or free of viruses or other harmful components, or that defects will be corrected. CSC does not warrant or represent that the information available on or through the Web Site will be correct, accurate, timely or otherwise reliable. CSC may make improvements and/or changes to features, functionality or Content on the Web Site at any time.

8. Third Party Content

Third party content may appear on the Web Site or may be accessible via links from the Web Site. You acknowledge that CSC is providing these links or third party content to you only as a convenience, and you agree that CSC has no liability, obligation or responsibility for any correspondence, purchase or promotion between you and any third party with a link on the Web Site, or for any content or links displayed on such sites to which you may be linked. CSC is not responsible for and assumes no liability for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third party content appearing on the Web Site. You understand that the information and opinions in the third party content is neither endorsed by nor does it reflect the opinions or belief of CSC.

9. Disclaimer

Your use of the Web Site is at your own risk. The Web Site may include inaccuracies or errors that may affect the quality of the content on the Web Site. CSC does not warrant the accuracy or timeliness of the content, and has no liability for any errors or omissions in the content, whether provided by CSC or by a third party.

THE WEB SITE IS PROVIDED ON AN "AS IS" AND "WHERE IS" BASIS, WITHOUT ANY WARRANTY. CSC MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE WEB SITE,

INCLUDING BUT NOT LIMITED TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY CONTENT, INFORMATION, PRODUCT OR SERVICE CONTAINED ON THE WEB SITE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CSC DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM OR CONNECTED WITH THE WEB SITE, INCLUDING BUT NOT LIMITED TO YOUR USE OF THE WEB SITE OR YOUR INABILITY TO USE THE WEB SITE, EVEN IF CSC HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

10. Limitation on Liability

CSC SHALL NOT BE LIABLE FOR ANY INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THE WEB SITE. CSC SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING ATTORNEY FEES, IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OR INABILITY TO USE THE WEB SITE OR THE CONTENT.

11. Unlawful Activity

CSC reserves the right to investigate complaints or reported violations of the Terms of Use and to take any action we deem appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. You acknowledge that CSC will have the right to report to law enforcement authorities any action that may be considered illegal, as well as any reports it receives of such conduct. When requested, CSC will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity.

12. Remedies for Violations

CSC reserves the right to seek all remedies at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular Internet address to CSC's Web Site and its features.

13. Governing Law and Jurisdictions

The Terms of Use are governed by and construed in accordance with the laws of the United States of America and the State of Delaware, without reference to conflicts of law principles of any jurisdiction. You agree to submit to the jurisdiction of the courts located in the State of Delaware for resolution of all disputes arising from or related to these Terms of Use and/or your use of the Web Site.

14. Local Laws, Export Control

CSC controls and operates the Web Site from within the United States and makes no representation that the content, services or information is appropriate or will be available for use in other locations. Unless

otherwise explicitly stated, all marketing or promotional materials found on this Web Site are solely directed to individuals, companies or other entities located in the United States. If you use this Web Site from outside the United States, you are entirely responsible for compliance with applicable local laws, including but not limited to export and import regulations.

15. Severability of Provisions

These Terms of Use incorporate by reference any notices contained on the Web Site, including without limitation the Privacy Statement. The Terms of Use constitute the entire agreement with respect to access to and use of the Web Site. If any provision of these Terms of Use is unlawful, void or unenforceable then that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining portion of these Terms of Use.

16. Modification to Terms of Use

CSC reserves the right to change these Terms of Use at any time by updating this posting. Updated versions of these Terms of Use will appear on the Web Site and are effective immediately. You are responsible to view these Terms of Use regularly. Continued use of the Web Site after any such changes constitutes your consent to such changes.

17. Web Browser Support

CSC strives to provide compatibility with all common Web browsers. CSC's browser support may change in the future as new technologies are used and additional browser features are implemented. While we cannot provide full support to all browsers, we do our best to make sure that our Web sites and workflow tools work for as many customers as possible. CSC does this by analyzing monthly visitor traffic to our sites by Web browser. All new site features and bug reports are fully tested in these supported browsers to ensure compatibility. Current fully supported browsers are Firefox 3, Internet Explorer 7 and Internet Explorer 8. Older browsers with limited support are Firefox 2 and Internet Explorer 6. We strongly encourage users to update their browser software to the latest version.

18. Trademarks

The CSC logo, all product names, regardless of whether they appear with capital letters or with a trademark symbol, and all products denoted with™, SM or ® are trademarks or registered trademarks of Corporation Service Company, its affiliated companies, or its licensors or joint venture partners. Nothing contained on this site should be construed as granting any license or right to use any trademark displayed on this site without the express written permission of CSC or such third party that may own the trademark.

Microsoft®

Microsoft is a registered trademark of Microsoft Corporation in the United States and/or other countries.