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## TERMS OF USE

### INTRODUCTION

This page states the Terms of Use ("Terms") under which You (as defined below) may use [www.FieldSolutions.com](http://www.FieldSolutions.com) ("FieldSolutions" and "FieldSolutions.com"), an on-line service to post and search contracting opportunities and User (as defined below) profiles and resumes. FieldSolutions.com features FieldSolutions Network, an on-line community designed to facilitate valuable professional and personal networking among its Users based on common experiences and interests. FieldSolutions.com also allows Users to create individual profiles, which may include personal information ("Profiles"), and to make these Profiles, or aspects thereof, public.

These Terms include FieldSolutions' Privacy Statement and the Fee Policy, each of which is incorporated into these Terms by reference. Please read these Terms carefully. If You do not accept the Terms stated here, do not use FieldSolutions.com or its services. By using FieldSolutions.com, You agree to be bound by these Terms, including the FieldSolutions Privacy Statement, and, if applicable, the Fee Policy.

Field Solutions, LLC ("FieldSolutions") may revise these Terms at any time by posting an updated version to this Web page. You should visit this page periodically to review the most current Terms because they are binding on You. The terms "You" and "User" as used herein refer to all individuals and/or entities accessing FieldSolutions.com for any reason. The term "post" as used herein shall mean information that You submit, publish or display on any FieldSolutions Site (as defined below).

#### **1. Eligibility.**

You must be 18 years of age or older, or the age of majority as that is defined in your jurisdiction, whichever is older, to visit or use FieldSolutions.com in any manner. By visiting FieldSolutions.com or accepting these Terms, You represent and warrant to FieldSolutions that You have reached the age of majority in your jurisdiction, and that You have the right, authority and capacity to agree to and abide by these Terms. You also represent and warrant to FieldSolutions that You will use FieldSolutions.com in a manner consistent with any and all applicable laws and regulations.

#### **2. Use of FieldSolutions Content.**

FieldSolutions authorizes You to view and access a single copy of the content available on or from FieldSolutions.com solely for your personal use. The contents of FieldSolutions.com, and of all other Web sites under FieldSolutions' control, whether partial or otherwise (FieldSolutions.com and such other Web sites are sometimes collectively referred to as "FieldSolutions Sites") such as text, graphics, images, logos, button icons, software and other FieldSolutions content (collectively, "FieldSolutions Content"), are protected under both United States and foreign copyright, trademark and other laws. All FieldSolutions Content is the property of FieldSolutions or its content suppliers or clients. The compilation (meaning the collection, arrangement and assembly) of all content on the FieldSolutions Sites is the exclusive property of FieldSolutions and is protected by United States and foreign copyright, trademark, and other laws. Unauthorized use of the FieldSolutions Content may violate these laws, and is strictly prohibited. You must retain all copyright,

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You agree not to sell or modify the FieldSolutions Content or reproduce, display, publicly perform, distribute, or otherwise use the FieldSolutions Content in any way for any public or commercial purpose or in connection with products or services that are not those of FieldSolutions.com, or in any other manner that is likely to cause confusion among consumers, or that disparages or discredits FieldSolutions or its licensors, or that dilutes the strength of FieldSolutions' or its licensor's property, or that otherwise infringes FieldSolutions' or its licensor's intellectual property rights. You also agree not to misuse FieldSolutions Content that appears on this Site in any other way. The use of the FieldSolutions Content on any other Web site or in a networked computer environment for any purpose is prohibited. Any code that FieldSolutions creates to generate or display any FieldSolutions Content or the pages making up any FieldSolutions Site is protected by FieldSolutions' copyright, and you may not copy or adapt such code.

### **3. FieldSolutions Site Restrictions.**

Users may not use any FieldSolutions Site to transmit, post, distribute, store or destroy any material (including without limitation, FieldSolutions' Content), (a) in violation of any applicable law or regulation, (b) in a manner that infringes the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

Users are also prohibited from violating or attempting to violate the security of any FieldSolutions Site, including without limitation, the following activities: (a) accessing data not intended for such User or logging into a server or account which the User is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to any FieldSolutions Site, overloading, "flooding", "spamming", "mailbombing" or "crashing"; or (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil and/or criminal liability. FieldSolutions will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

### **4. Specific Prohibited Uses.**

The job order posting, profile and resume database ("FieldSolutions Profile and Resume Database") and other features of FieldSolutions.com may be used only for lawful purposes by individuals or entities seeking contracting and career information and organizations seeking contractors. FieldSolutions Networking and Profiles may be used only for lawful purposes by individuals to network for personal or professional purposes with other individuals.

FieldSolutions specifically prohibits any other use of FieldSolutions.com, and all Users agree not to do any of the following: (a) post any job orders on any FieldSolutions Site for any competitor of FieldSolutions, or post jobs or other content that contains

links to any site that competes with FieldSolutions; (b) post job orders or content on any FieldSolutions Site that contain hyperlinks, "hidden" keywords or keywords that are irrelevant to the job or are otherwise misleading; (c) post job orders for modeling or talent or talent scouting positions on any FieldSolutions Site; (d) use any FieldSolutions Profile or Resume Database for any purpose other than as an organization seeking contractors, including but not limited to using the information in the FieldSolutions Resume and Profile Database to sell or promote any products or services; (e) use FieldSolutions Networking for commercial recruitment, executive search, staffing, outsourced contracting or any other professional contracting or recruitment activity; (f) post or submit to any FieldSolutions Site any incomplete, false or inaccurate biographical information or information which is not your own; (g) post on any FieldSolutions Site any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity which requires an up front or periodic payment, pays commissions only (except for postings that make clear that the available job pays commission only and clearly describes the product or service that the job seeker would be selling, in which case such postings are permissible), or requires recruitment of other members, sub-distributors or sub-agents; (h) send unsolicited mail or e-mail, make unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of products or services to a User of any FieldSolutions Site; (i) delete or revise any material posted by any other person or entity; (j) take any action that imposes an unreasonable or disproportionately large load on any FieldSolutions Site's infrastructure; (k) notwithstanding anything to the contrary contained herein, use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search any FieldSolutions Site other than the search engine and search agents available from FieldSolutions on such FieldSolutions Site and other than generally available third party web browsers (e.g., Internet Explorer, Firefox, Safari); (l) decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of any FieldSolutions Site; (m) aggregate, copy or duplicate in any manner any of the FieldSolutions Content or information available from any FieldSolutions Site, without express written consent from FieldSolutions; or (n) frame or link to any FieldSolutions Content or information available from any FieldSolutions Site.

FieldSolutions does not necessarily monitor any materials posted, transmitted, or communicated to or within the Site. If you believe that something on the Site violates these Terms please contact our designated agent set forth in Section 10 below.

If notified by a User of User Content or other materials which allegedly do not conform to these Terms, FieldSolutions may in its sole discretion investigate the allegation and determine whether to take any other actions whether to remove or request the removal of the User Content. FieldSolutions has no liability or responsibility to Users for performance or nonperformance of such activities.

## **5. Registration Information.**

When You register with any FieldSolutions Site, You will be asked to create a FieldSolutions Member Account or other account and provide FieldSolutions with certain information including, without limitation, a valid email address (your "Information"). Information you submit will be used in accordance with FieldSolutions' Privacy Statement.

FieldSolutions reserves the right to offer third party services and products to You based on the preferences that You identify in your registration and at any time thereafter; such offers may be made by FieldSolutions or by third parties. Please see FieldSolutions' Privacy Statement, the terms of which are incorporated herein by reference, for further details regarding your Information.

Without limiting any of the other disclaimers of warranty set forth in these Terms, FieldSolutions does not provide or make any representation as to the quality or nature of any of the third party products or services purchased through FieldSolutions.com or any other FieldSolutions Site, or any other representation, warranty or guaranty. Any such undertaking, representation, warranty or guaranty would be furnished solely by the provider of such third party products or services, under the terms agreed to by the provider.

You understand and acknowledge that you have no ownership rights in your FieldSolutions Account, and that if you cancel your FieldSolutions Account, all your account information from FieldSolutions, including profiles and resumes, Profiles, cover letters, network contacts, saved jobs, questionnaires and email mailing lists, will be marked as deleted in FieldSolutions' databases and will be removed from any public area of the FieldSolutions Sites. Information may continue to be available for some period of time because of delays in propagating such deletion through FieldSolutions' web servers. In addition, third parties may retain cached copies of your Information.

## **6. User Content and Submissions.**

You are solely responsible for your FieldSolutions Account information, and if applicable, account information about your employer or job postings, as well as Profile, content (including, without limitation works in any form, media, or technology whether now known or later developed), messages, audio, video, photos, text, images, compilations or other information ("User Content") that You post on any FieldSolutions Site or transmit to other Users. You agree that in submitting User Content or otherwise using any FieldSolutions Site that you will not impersonate any person, or submit any materials to FieldSolutions that are false, inaccurate, misleading, unlawful, or are otherwise in violation of your obligations under these Terms.

By posting User Content to any public area of any FieldSolutions Site, including without limitation, message boards, Profiles, forums, contests and chat rooms, You automatically grant to FieldSolutions and its affiliates an irrevocable, royalty-free, perpetual, fully paid non-exclusive right (including moral rights) and worldwide license to use, copy, reproduce, modify, adapt, publish, translate, communicate to the public, perform, display, and distribute such User Content (in whole or in part) and to prepare derivative works of, or incorporate into other works (in any form, media or technology now known or later developed, for the full term of any rights that may exist in such content) such User Content, and to grant and authorize sublicenses thereof (through multiple tiers).

You also represent and warrant that You have the right to grant or that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to You the right to grant, the license stated above. If you post User Content in any public area of any FieldSolutions Site, You also permit any User to access, display, view, store and

reproduce such User Content for personal use. Subject to the foregoing, the owner of such User Content placed on any FieldSolutions Site retains any and all rights that may exist in such User Content.

FieldSolutions acts as a passive conduit for the online distribution and publication of User Content and has no obligation to screen User Content, communications or information in advance and is not responsible for screening or monitoring User Content posted by Users. However, FieldSolutions may review and remove any User Content that, in its sole judgment, violates these Terms, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of, Users of any FieldSolutions Site. FieldSolutions reserves the right to expel Users and prevent their further access to the FieldSolutions Sites and/or use of FieldSolutions services for violating the Terms or applicable laws, rules or regulations. FieldSolutions may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes that such User Content could create liability for FieldSolutions, damage FieldSolutions' brand or public image, or cause FieldSolutions to lose (in whole or in part) the services of its ISPs or other suppliers.

FieldSolutions does not represent or guarantee the truthfulness, accuracy, or reliability of User Content or any other communications posted by Users or endorse any opinions expressed by Users. You acknowledge that any reliance on material posted by other Users will be at your own risk.

The following is a partial list of User Content that is prohibited on the FieldSolutions Sites. The list below is for illustration only and is not a complete list of all prohibited User Content.

Content that:

- is implicitly or explicitly offensive, such as User Content that engages in, endorses or promotes racism, bigotry, discrimination, hatred or physical harm of any kind against any group or individual;
- harasses, incites harassment or advocates harassment of any group or individual;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
- promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes or endorses an illegal or unauthorized copy of another person's copyrighted work, such as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;
- contains restricted or password only access pages, or hidden pages or images;
- displays or links to pornographic, indecent or sexually explicit material of any kind;
- provides or links to material that exploits people under the age of 18 in a sexual, violent or other manner, or solicits personal information from anyone under 18; or

- provides instructional information about illegal activities or other activities prohibited by these Terms, including without limitation, making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating any media; and
- solicits passwords or personal identifying information from other Users.

***It is also a violation of the Terms, to include in any User Content submitted to FieldSolutions Networking information that may be interpreted as direct solicitation, advertisement or recruitment for an available job order or position directed to individuals seeking contracting or employment on either a full time or part time basis.***

Any Profile You submit must describe You, an individual person. Examples of inappropriate and prohibited Profiles include, but are not limited to, Profiles that purport to represent an animal, place, inanimate object, fictional character, or real individual that is not You. In order to protect our FieldSolutions Networking Users from commercial advertising or solicitation, FieldSolutions reserves the right to restrict the number of e-mails which a User may send to other Users to a number which FieldSolutions deems appropriate in its sole discretion.

Each candidate made available through the Skilled and Hourly section of FieldSolutions.com has taken skills interview(s) offered by FieldSolutions. The results of each skilled and hourly candidate's skills interview are not evaluated by FieldSolutions and should be evaluated by each organization seeking contractors based on such organization's specific criteria. The skills interview(s) are proprietary to FieldSolutions and may be changed from time to time in FieldSolutions' discretion. The skills interview(s) do not necessarily guarantee performance results or capture all criteria that may be relevant to an Client organization in making contracting decisions. FieldSolutions does not independently verify the information provided by candidates or the identity of candidates.

If notified by a User of User Content or other materials which allegedly do not conform to these Terms, FieldSolutions may in its sole discretion investigate the allegation and determine whether to take any other actions whether to remove or request the removal of the User Content. FieldSolutions has no liability or responsibility to Users for performance or nonperformance of such activities.

We appreciate hearing from our Users and welcome your comments regarding our services and the FieldSolutions Sites. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those which we have specifically requested. While we do value your feedback on our services, please be specific in your comments regarding our services and do not submit creative ideas, inventions, suggestions, or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts, inventions, or other information (collectively the "Submission"), the Submission shall be the property of FieldSolutions. None of the Submission shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submission. FieldSolutions shall own exclusively all now known or later discovered rights to the Submission and shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to You or any other person.

**7. Registration and Password.**

You are responsible for maintaining the confidentiality of Your account, FieldSolutions Account, Profile and passwords, as applicable, and if You are a FieldSolutions Organization looking for contractors ("Client"), your Billing Account. You may not share your password or other account access information with any other party, temporarily or permanently, and You shall be responsible for all uses of your FieldSolutions.com registrations and passwords, whether or not authorized by You. You agree to immediately notify FieldSolutions of any unauthorized use of Your account, FieldSolutions Account, Profile, passwords or FieldSolutions Premium Subscriber Billing Account, as the case may be.

**8. Additional Terms Applicable to FieldSolutions Networking.**

(a) FieldSolutions Networking User Levels. The following are the FieldSolutions Networking User levels:

- A "Visitor" has not completed the FieldSolutions.com registration process or created an account (a "FieldSolutions Account"), but may still search a limited number of Profiles and view the FieldSolutions.com free (public) message boards
- A "Basic Member", after obtaining a FieldSolutions Account and creating a searchable Profile, may be contacted by and respond to other Basic Members, search an unlimited number of Profiles, view a limited number of Profiles, view the FieldSolutions message boards, and both view and post to the FieldSolutions.com free (public) message boards.

(b) Termination of FieldSolutions Networking Membership. These Terms will remain in full force and effect while You are a User of FieldSolutions Networking at any level. You may terminate your membership as a Basic Member at any time, for any reason by using the online cancellation tool or clicking on the "Help" link on FieldSolutions and following the provided instructions. In addition to other causes of termination set forth above, FieldSolutions may terminate your membership for any reason, effective upon sending notice to You at the email address You provide in your FieldSolutions Account, or such other email address as You may later provide to FieldSolutions.

**9. Identification Of Agent To Receive Notification And Elements Of Notification Of Claimed Copyright or Trademark Infringement.**

If You believe that your copyrighted work or trademark has been uploaded, posted or copied to any FieldSolutions Site and is accessible on such FieldSolutions Site in a way that constitutes copyright or trademark infringement, please notify FieldSolutions designated agent below by writing.

We have designated John Sinning as our agent to receive notices of claims of copyright or trademark infringement or other nonconformance to these Terms on the FieldSolutions Sites. You can contact John as follows:

By mail:	John Sinning Director of Finance & Admin
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	5775 Wayzata Blvd, # 955 Minneapolis, MN 55416
By telephone:	952-288-2500

**10. Policy Regarding Termination Of Users Who Repeatedly Infringe The Copyright Or Other Intellectual Property Rights Of Others.**

Field Solutions, LLC, and all of its affiliated companies respect the intellectual property of others, and we ask our Users and content partners to do the same. The unauthorized posting, reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owners rights. As a condition to your use of FieldSolutions.com, You agree not to use FieldSolutions.com or any other FieldSolutions Site to infringe the intellectual property rights of others in any way. We will terminate the accounts of any FieldSolutions.com Users, and block access to FieldSolutions.com and/or the other FieldSolutions Sites of any Users who are repeat infringers of the copyrights, or other intellectual property rights, of others. We reserve the right to take these actions at any time, in our sole discretion, with or without notice, and without any liability to the User who is terminated or to the User whose access is blocked.

**11. FieldSolutions' Liability.**

FieldSolutions.com acts as a venue for Client organizations to post job opportunities and candidates to post profiles and resumes and Profiles and does not screen or censor the listings, including Profiles offered. FieldSolutions is only involved in facilitating and coordinating the connection between such Clients and candidates but not in providing work order content or in performing requested work.. As a result, FieldSolutions has no control over User Content, the quality, safety or legality of the jobs or profiles and resumes posted, the truth or accuracy of the listings, the ability of Client organizations to offer job opportunities to candidates or the ability of candidates to fill job openings and FieldSolutions makes no representations about any jobs, profiles and resumes or User Content on FieldSolutions.com. FieldSolutions may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes that such User Content could create liability for FieldSolutions, damage FieldSolutions' brand or public image, or cause FieldSolutions to lose (in whole or in part) the services of its ISPs or other suppliers. While FieldSolutions reserves the right in its sole discretion to remove User Content, job postings, profiles and resumes or other material from FieldSolutions.com from time to time, FieldSolutions does not assume any obligation to do so and disclaims any liability for failing to take any such action.

FieldSolutions Networking provides a venue for individuals to network for professional purposes and FieldSolutions does not screen or censor the Profiles or User Content on FieldSolutions.com. FieldSolutions is not involved in the actual communications between FieldSolutions Networking Users. As a result, FieldSolutions has no control over the accuracy, reliability, completeness, or timeliness of the Profiles or User Content submitted on FieldSolutions.com and makes no representations about any Profile or User Content on FieldSolutions.com.

In addition, note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other Users

with whom You come in contact through FieldSolutions.com and/or the other FieldSolutions Sites. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that You will use caution and common sense when using FieldSolutions.com and/or the other FieldSolutions Sites.

Because User authentication on the Internet is difficult, FieldSolutions cannot and does not confirm that each User is who they claim to be. Because we do not and cannot be involved in User-to-User dealings or control the behavior of participants on any FieldSolutions Site, in the event that You have a dispute with one or more Users, You release FieldSolutions (and our agents and contractors) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

If You are a California resident, You waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The FieldSolutions Sites and the FieldSolutions Content may contain inaccuracies or typographical errors. FieldSolutions makes no representations about the accuracy, reliability, completeness, or timeliness of any FieldSolutions Site or the FieldSolutions Content. The use of all FieldSolutions Sites and the FieldSolutions Content is at your own risk. Changes are periodically made to FieldSolutions Sites and may be made at any time. You acknowledge and agree that You are solely responsible for the form, content and accuracy of any resume or material contained therein placed by You on the FieldSolutions Sites. Client organizations seeking contractors are solely responsible for their postings on FieldSolutions Sites. FieldSolutions is not to be considered to be an employer with respect to your use of any FieldSolutions Site and FieldSolutions shall not be responsible for any contracting decisions, for whatever reason, made by any entity posting jobs on any FieldSolutions Site.

FieldSolutions cannot guarantee and does not promise any specific results from use of FieldSolutions.com or any FieldSolutions Site. No advice or information, whether oral or written, obtained by a User from FieldSolutions or through or from FieldSolutions.com or any other FieldSolutions Site shall create any warranty not expressly stated herein.

## **12. Disclaimer of Warranty.**

FIELDSOLUTIONS DOES NOT WARRANT THAT ANY FIELDSOLUTIONS SITE WILL OPERATE ERROR-FREE OR THAT ANY FIELDSOLUTIONS SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF ANY FIELDSOLUTIONS SITE OR THE FIELDSOLUTIONS CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, FIELDSOLUTIONS IS NOT RESPONSIBLE FOR THOSE COSTS. THE FIELDSOLUTIONS SITES AND FIELDSOLUTIONS CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. FIELDSOLUTIONS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. FIELDSOLUTIONS MAKES NO

WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE FIELDSOLUTIONS CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

### **13. Disclaimer of Consequential Damages.**

IN NO EVENT SHALL FIELDSOLUTIONS, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON ANY FIELDSOLUTIONS SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE ANY FIELDSOLUTIONS SITE AND THE FIELDSOLUTIONS CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FIELDSOLUTIONS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **14. Limitation of Liability.**

FIELDSOLUTIONS' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY FIELDSOLUTIONS SITE OR YOUR USE OF THE FIELDSOLUTIONS CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED \$100.

### **15. Links to Other Sites.**

FieldSolutions.com and certain other FieldSolutions Sites contain links to third party Web sites. These links are provided solely as a convenience to You and not as an endorsement by FieldSolutions of the contents on such third-party Web sites. FieldSolutions is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If You decide to access linked third-party Web sites, You do so at your own risk.

### **16. No Resale or Unauthorized Commercial Use.**

You agree not to resell or assign your rights or obligations under these Terms. You also agree not to make any unauthorized commercial use of any FieldSolutions Site.

### **17. Indemnity.**

You agree to defend, indemnify, and hold harmless FieldSolutions, its affiliates, and their respective officers, directors, contractors and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any User Content or other material You provide to any FieldSolutions Site, (ii) your use of any FieldSolutions Content, or (iii) your breach of the terms of these Terms. FieldSolutions will provide notice to You promptly of any such claim, suit, or proceeding.

### **18. General.**

FieldSolutions makes no claims that the FieldSolutions Content may be lawfully viewed or accessed outside of the United States. Access to the FieldSolutions Content may not be legal by certain persons or in certain countries. If You access a FieldSolutions.com or other U.S.-based FieldSolutions Sites from outside of the United States, You do so at your own risk and are responsible for compliance with the laws of your jurisdiction. These Terms are governed by the internal substantive

laws of the State of Minnesota, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within Minneapolis, Minnesota. If any provision of these Terms are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. In addition, FieldSolutions' failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect FieldSolutions' ability to enforce such term at any point in the future. Except as expressly provided in an additional agreement, additional Terms for certain areas of FieldSolutions.com, a particular "Legal Notice," or software license or material on particular FieldSolutions.com pages, these Terms constitute the entire agreement between You and FieldSolutions with respect to the use of FieldSolutions.com. No changes to these Terms shall be made except by a revised posting on this page.

### **19. Additional Terms.**

Certain areas of FieldSolutions.com and the other FieldSolutions Sites are subject to additional Terms. By using such areas, or any part thereof, You agree to be bound by the additional Terms applicable to such areas.

### **20. Term and Termination.**

These Terms will remain in full force and effect while You are a User of FieldSolutions.com at any level. FieldSolutions reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to removal of your User Content from FieldSolutions.com and the other FieldSolutions Sites and immediate termination of your registration with or ability to access FieldSolutions.com and the other FieldSolutions Sites and/or any other services provided to You by FieldSolutions, upon any breach by You of these Terms or if FieldSolutions is unable to verify or authenticate any information You submit to FieldSolutions.com or pursuant to other FieldSolutions Site registration. Even after You are no longer a User of FieldSolutions.com, certain provisions of these Terms will remain in effect, including Sections 2, 6, 8(b), 9 through 19, inclusive.

***These Terms constitute a binding agreement between You and FieldSolutions, and is accepted by You upon your use of the FieldSolutions Site.***

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