
Website User Agreement

This Agreement sets forth the terms and conditions that govern your access and use of the individual Web Sites and related Internet media properties owned or operated by OCI Software and AmbuPro EMS (collectively hereinafter "OCI") and its affiliates and subsidiaries, (collectively the "Site").

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING THE SITE. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SITE AND SHOULD IMMEDIATELY CEASE SUCH USE. OCI MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT ON THE SITE. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SITE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

This Agreement includes OCI's Privacy Policy and any specific terms on individual OCI Web sites owned and operated by OCI, each of which is incorporated into this Agreement in its entirety by reference, to which You are indicating Your agreement and acceptance to be bound by the provisions thereof, by way of your use of the Site.

1. Copyright, Licenses and Idea Submissions.

Domestic and International copyright and trademark laws protect the entire contents of the Site. The owners of the intellectual property, copyrights and trademarks are OCI, its affiliates and subsidiaries or other third party licensors. YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

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OCI may use the information it obtains as a result of your registration with the Site, including but not limited to your IP address, name, mailing address, and email address for its internal business and marketing purposes and may disclose the information to third parties for such purpose pursuant to OCI's Privacy Policy.

2. Trademarks.

AmbuPro EMS, AmbuPro AR, AmbuPro AXM, and/or any other names of OCI, ambupro.net, or its Web sites, seminars, conferences, events, trade

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3. Use of the Site.

You understand that, except for information, products or services clearly identified as being supplied by OCI, OCI does not operate, control or endorse any information, products or services on the Internet in any way. Except for OCI identified information, products or services, all information, products and services offered through the Site or on the Internet generally are offered by third parties that are not affiliated with OCI. You also understand that OCI cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

OCI offers a search feature within the Site. OCI explicitly disclaims any responsibility for the content or availability of information contained in our search index or directory. OCI also disclaims any responsibility for the completeness or accuracy of any directory or search result.

In connection with your use of the Site, you agree you will not:

1. Transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable that may invade another's right of privacy or publicity;
2. Impersonate any person or entity, including but not limited to, an OCI official, forum leader, guide or host or falsely state or otherwise misrepresent your affiliation with a person or entity;
3. Post or transmit any Material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
4. Post or transmit any Material that contains a virus or corrupted data;
5. Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
6. Use the Site's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
7. Post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes" or any other form of solicitation or any non-resume information such as opinions or notices, commercial or otherwise;
8. Violate any applicable local, state, national or international law;
9. Upload or transmit any Material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
10. Delete or revise any Material posted by any other person or entity;
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CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. YOU ACCESS SUCH MATERIALS AT YOUR RISK. OCI HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

LIMITATION OF LIABILITY

IN NO EVENT WILL OCI BE LIABLE FOR (I) ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, ANY MERCHANDISE, INFORMATION, SERVICE, OR TRANSACTIONS PROVIDED ON THE SITE, OR DOWNLOADED FROM THE SITE, OR ANY DELAY OF SUCH INFORMATION OR SERVICE. EVEN IF OCI OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, ANY MERCHANDISE, INFORMATION, SERVICE, TRANSACTION AND/OR MATERIALS PROVIDED OR DOWNLOADED THROUGH THE SITE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OCI'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. The aggregate liability for the Company to you for all claims arising from your use of the Site is limited to \$100.

4. Equipment.

You shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Site and all charges related thereto.

5. Indemnification and Reservation of Rights.

You agree to indemnify, defend and hold harmless OCI, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Site from and against all losses, expenses, damages and costs, including attorneys' fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or your use and access of the Site.

OCI reserves the right to release current or past member or Web site user information if OCI believes that a member's account is being used to commit unlawful acts, if the information is subpoenaed and/or if OCI deems it necessary and/or appropriate.

6. Third Party Rights.

The provisions of paragraphs 3 (Use of the Site), and 5 (Indemnification) are for the benefit of OCI and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

7. Term; Termination.

Either party without notice may terminate this Agreement at any time for any reason. The provisions of paragraphs 1 (Copyright, Licenses and Idea Submissions), 3 (Use of the Site), 5 (Indemnification), 6 (Third Party Rights) and 11 (Miscellaneous) shall survive any termination of this Agreement. OCI reserves the right to terminate this Agreement without notice if, in OCI's sole discretion, you fail to comply with any of the terms of this Agreement. Upon termination, you must destroy all materials obtained from the Site, copies, and related documentation.

8. Special Terms for International Use. Export Controls.

Recognizing the global nature of the Internet, you agree to comply with all local rules including, without limitation, rules about the Internet, data, e-mail, or privacy. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. Software or other goods from the Site is subject to United States export controls. No software or other goods from the Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any software or other goods from the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

9. Dealings with Third Parties.

Your participation, correspondence or business dealings with any third party found on or through the Site, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that OCI shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

10. Links.

The Site may provide, or third parties may provide, links to non-OCI Internet Web sites or resources as a convenience to you ("Third-Party Sites"). Because OCI has no control over such sites and resources, you acknowledge and agree that OCI is not responsible for the availability of such Third-

Party Sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Links to Third-Party Sites are not endorsements by OCI of such Third-Party Sites. You further acknowledge and agree that OCI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Third Party Site or resource.

11. Web Site Security Rules.

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for you or logging into a server or account which you are 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 the Web Site, overloading, "flooding", "mailbombing" or "crashing", or (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail, forum, or newsgroup posting. Violations of system or network security may result in civil or criminal liability. OCI will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting those who are involved in such violations.

12. Miscellaneous.

This Agreement shall all be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, United States applicable to agreements made and to be performed in the Commonwealth of Massachusetts, United States. You agree that any legal action or proceeding between OCI and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the County of Bristol, Commonwealth of Massachusetts, United States and you hereby expressly consent to the exclusive personal jurisdiction of these courts. This Agreement contains the entire understanding of the parties hereto relating to the use of this Site and supersedes any prior written or oral agreement or understandings between the parties with respect to this Site. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. OCI's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. OCI may assign its rights and duties under this Agreement to any party at any time without notice to you.

Any rights not expressly granted herein are reserved.