

OpEx

Terms of Use and Privacy Policy

Privacy Policy

(Effective as of July 1, 2009)

The Right Place, Inc., (“Right Place”) is committed to protecting the personal information you provide (“your information”) when you visit the OpEx site (the “OpEx site”). Your use of the OpEx site is governed by this Privacy Policy. Right Place reserves the right to modify this Privacy Policy at any time by posting a notice on the home page of the OpEx site. Your use of the OpEx site after the notice is posted indicates you agree to the changes. This Privacy Policy is incorporated into Right Place’s Terms of Use, so please be sure to read all of the terms that govern your use of the OpEx site. Capitalized terms used without definitions in this Privacy Policy are defined in the Terms of Use.

Use and Disclosure of your information

Right Place will make your Information available to other registered users (“Members”) of the OpEx site to facilitate the information sharing goal of OpEx (only if after receiving permission from you). Right Place may also use your information in an aggregated, anonymous form consistent with Right Place’s charitable purposes, including disclosing it to certain third parties for research and marketing purposes.

Right Place may also use your information for such purposes as contacting you to let you know about updates to the OpEx site and Right Place’s related charitable activities if you have opted to receive such information. You may unsubscribe to these messages by following the procedures described in the correspondence.

Right Place reserves the right to disclose your Personal Information to respond to a subpoena, court order or other legal process, to defend Right Place against legal claims, or if Right Place determines it is necessary to investigate or take action in connection with activities that Right Place suspects are illegal, threaten the safety of any person or are in violation of these Terms.

Collection and Use of Anonymous Information

Right Place may also collect non-personal information (for example, IP address, browser type, referrer site and site usage data) solely to help Right Place evaluate how visitors use the OpEx site, what sections are of most interest, to facilitate your use of the OpEx site and similar purposes. Such non-personal information will not be linked to a particular individual or otherwise be combined with personal information unless Right Place has determined that it needs to identify a user because of safety or security issues or to comply with legal requirements. Right Place may collect this non-personal information even if you are not a Member of the OpEx site.

Cookies

Right Place may use “cookies” to make it easier for users to access the OpEx site. A cookie is a file stored on your computer’s hard drive. You may disable cookies in your internet browser, but this may limit your access to the OpEx site and affect your use of certain features or functions.

Security

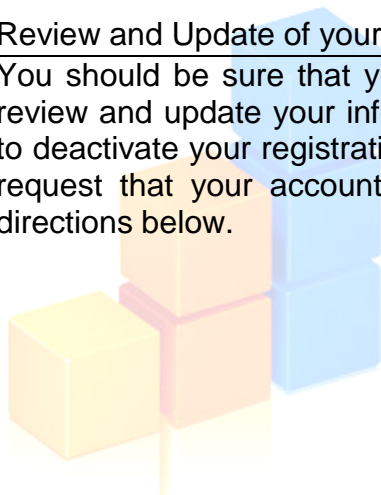
Right Place uses reasonable precautions to host and maintain the OpEx site in a secure manner and to safeguard it from unauthorized access. Neither Right Place nor its Service Providers, however, can guarantee that any transmission of personal information over the Internet will be secure and you use the OpEx site at your own risk.

Consent

By using the OpEx site, you expressly consent to this Privacy Policy and the uses of your information described in it. By providing your information on the OpEx site, you consent to the terms of this Privacy Policy.

Review and Update of your information; Deactivation of Your Account

You should be sure that your information is always accurate and complete. You may review and update your information by reviewing your Account at any time. If you wish to deactivate your registration at any time, if your account is in good standing, you may request that your account be deactivated by contacting us in accordance with the directions below.



A network dedicated to
business improvement.

Terms of Use

(Effective as of July 1, 2009)

1. *The Right Place's OpEx site.* Welcome to the OpEx site, which is operated by the Right Place, a not-for-profit organization that is exempt from federal income tax under Section 501 of the Internal Revenue Code of 1986, as amended. Right Place operates the OpEx site to further Right Place's charitable mission of promoting the transfer of technology, sharing of research, and promotion of commerce.

2. *Sharing of Results with Right Place.* Each Member agrees to share with the Right Place from time to time, upon the distribution of surveys or upon specific request of Right Place, the status of its participation with the OpEx site, including the existence of any collaboration, business relationships, service provider relationships or joint ventures with other Members, and any developments regarding a Member's intellectual property displayed or referenced within the OpEx site.

3. *Acceptance of Terms; Changes to Terms.* These Terms of Use, including the Privacy Policy (collectively, "Terms"), govern your use of the OpEx site. Please read all of the Terms carefully. By using the OpEx site, you agree to comply with and be bound by these Terms. If you do not agree to the Terms, you are not authorized to use the OpEx site. Right Place reserves the right to modify the Terms at any time by posting a notice on the home page of the OpEx site. Your use of the OpEx site after the notice is posted indicates you agree to the changes.

4. *Registration; Suspension or Termination of Account; Right of Refusal; Access from other Countries.*

- Registration. To access information shared by other Members to the OpEx site, you must register on the OpEx site and open a user account ("Account"). You are responsible for maintaining the confidentiality of the user name and password associated with your Account and for all activity under your Account, and you may not transfer your Account to another party. You warrant that all information you provide to Right Place is accurate and complete and that you will update your Account as necessary to keep it accurate and complete.
- Suspension or Termination of Account. Right Place reserves the right in its sole discretion to suspend or terminate your Account or to block access to the OpEx site at any time if (i) it suspects that you have not complied with these Terms, (ii) if a Member notifies Right Place of your activities that we deem unethical or inconsistent with the purpose of the OpEx site, (iii) for prolonged inactivity in your Account, , or (iv) for other reasons that Right Place determines in good faith are necessary or appropriate, including if Right Place suspects you are using or attempting to use the OpEx site in any way that violates any applicable laws or regulations. You agree that neither Right Place nor its Service Providers are liable to you for any loss or damages that may result from our refusal to provide you access to the OpEx site.
- Access from other Countries. Right Place makes no representation or warranty that any Research Descriptions or Content on the OpEx site is appropriate or

available for use in locations outside the United States. If you choose to access the OpEx site from other locations, you do so at your own risk and are responsible for compliance with all applicable laws. You are not authorized to access the OpEx site from any location where doing so would be illegal.

5. *Use of site for Lawful Purposes; Export Controls.*

- Lawful Purposes. You agree to use the OpEx site only for lawful purposes and not in any way that would violate the rights of Right Place, a Member or another party or any applicable law.
- Export Controls. The United States export control laws regulate the export of technology originating in the United States, including electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to comply with all applicable export control laws and regulations including the Export Administration Regulations maintained by the Bureau of Industry and Security of the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the Department of State, the Uniting and Strengthening of America by Providing Appropriate Tools to Intercept and Obstruct Terrorism Act of 2001 and not to transfer, by electronic transmission or otherwise, any Research Descriptions or Content published on the OpEx site to either a foreign destination or foreign national in violation of applicable law

6. *Intellectual Property.*

- Content. Right Place owns all rights, including copyrights, patents, and other intellectual property rights, in the OpEx site. You agree not to copy any element of the OpEx site or to modify, decompile, disassemble, create derivative works from or otherwise reverse engineer any element of the OpEx site, or other content or computer programs associated with the OpEx site.
- Trademarks. Right Place owns all rights in its name, trademarks, service marks, logos, and other indicia of source ("Right Place Trademarks"), including The Right Place and OpEx. You may not use any Right Place Trademarks.

7. *Intellectual Property.* If any Member believes that its rights have been violated by another Member, that another Member is in violation of these Terms, or that a Member has made improper use of another Member's content on the OpEx site, notice of such should immediately provided to Right Place as provided below.

8. Links. From time to time, Right Place may provide links to other sites that may be of interest to you. Such links do not mean that Right Place endorses any other site or its products or services. You acknowledge that Right Place has no control over or responsibility for the content or practices of any other site. Please read any terms of use and privacy policies that govern activities on other sites.

9. Third Party Interaction. During use of the OpEx site, you may enter into correspondence with, purchase goods and/or services from, or engage in business relationships with other parties introduced to you through the OpEx site. Any such activity, and any terms, conditions, warranties or representations associated with such

activity, is solely between you and the applicable third party. Right Place shall have no liability, obligation or responsibility for any such correspondence, purchase or business relationship between you and any such third-party.

10. Disclaimers. THE OpEx site IS OFFERED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND YOU USE IT AT YOUR OWN RISK. NEITHER Right Place NOR ITS SERVICE PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE SITE WILL OPERATE WITHOUT ERROR OR INTERRUPTION OR BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE INFORMATION ON THE OpEx site, WILL BE ACCURATE, TIMELY OR COMPLETE. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, Right Place AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM ANY WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THE PURPOSE HAS BEEN DISCLOSED).

11. Limitation of Liability. Right Place WILL NOT BE LIABLE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (WHETHER OR NOT END USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE), FOR (A) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE OpEx SITE INCLUDING LOST REVENUE, LOST PROFITS, BUSINESS INTERRUPTION OR LOST DATA (EVEN IF Right Place HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY) OR (B) ANY DAMAGES, LOSS OR INJURY BASED ON ERRORS, OMISSIONS, INTERRUPTIONS, INACCURACIES OR SIMILAR PROBLEMS ARISING IN CONNECTION WITH YOUR USE OF, INTERACTION WITH, OR TRANSACTION THROUGH THE OpEx site. THESE LIMITATIONS WILL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE. SOME STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES AND SO SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

12. Indemnity. By using the OpEx site, you agree to indemnify and hold Right Place and its directors, officers, employees, licensors, contractors, and agents (“Right Place Indemnities”) harmless from any claims, liability, loss, damage or expense (including reasonable attorneys’ fees and costs) that any Right Place Indemnities may incur based on your use of the OpEx site, your transactions through the OpEx site, your breach of these Terms, your violation of the rights of a third party or your violation of any law, including export control laws.

13. Contact Us. The OpEx site is owned and operated by The Right Place, Inc. If you have any questions about any of these Terms, please contact us at:

The Right Place, Inc.

Attn: Tyrea Duncan

161 Ottawa Avenue, N.W., Suite 400

Grand Rapids, Michigan 49503

Tel: 616.771.0304

14. General Provisions.

- Assignment. You may not assign these Terms or any of your obligations under them without Right Place's prior written consent and any attempted assignment is null and void. Right Place may assign these Terms and any of its obligations under them at any time for any reason.
- Relationship of Parties. You and Right Place are independent contractors and these Terms may not be used to construe a joint venture, employee, partnership, agency or similar relationship between you and Right Place.
- Electronic Communications; Binding and Entire Agreement; English Language. You agree that (i) these Terms constitute an agreement "signed by you" under any applicable law; (ii) any notices or other communication regarding your use of the OpEx site may be provided to you electronically (by posting on the OpEx site, by email, and other electronic formats) and will be considered received upon posting or other distribution, but Right Place reserves the right to provide communications in paper format. These Terms (including the Privacy Policy) constitute the entire agreement between you and Right Place and supersede all other agreements, oral or written, concerning its subject matter. You consent to the use of the English language in these Terms and all documents or notices relating to them and your use of the OpEx site.
- Governing Law. These Terms are governed by the laws of the United States and the laws of the State of Michigan applicable to contracts executed and performed within Michigan, without giving any effect to any conflict of laws rules that may result in the application of the laws of any other jurisdiction. These Terms are deemed executed and enforceable in the State of Michigan.
- Disputes. If a dispute arises between you and Right Place, each party irrevocably agrees to bring any action arising from, or related to, the OpEx site and these Terms exclusively in the federal and state courts located in Kent County, Michigan, United States of America and submit to the exclusive jurisdiction of those courts and waive any objection to the exclusive jurisdiction of those courts based on forum non convenience or other grounds.
 - Including. The word "including" as used in these Terms means "including, without being limited to."
 - Severability. If any of these Terms is determined to be unenforceable for any reason, then the unenforceable section will be deemed deleted and the remaining Terms will be enforceable to the fullest extent permitted by law.
 - No Waiver. Right Place's failure to enforce these Terms in every instance in which they might apply is not a waiver of any of Right Place's rights, and Right Place reserves its right to take all legal steps available to enforce these Terms.
 - Force Majeure. If Right Place is unable to perform its services or any of its obligations due to any cause beyond its reasonable control, including computer, telecommunications or other equipment failures, electrical power failures, strikes, labor disputes, shortage of labor or materials, civil disturbances, fires, floods, storms, explosions, acts of God, war, terrorist acts, governmental actions, non-performance of third parties or similar

reasons, then Right Place's performance will be excused and the time for performance will be extended until a reasonable time following the end of the event of force majeure.



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