



Barn Manager Terms of Service

Last Updated: [January, 2017]

BY CREATING AN ACCOUNT OR SIGNING AN ORDER CONFIRMATION THAT REFERS TO THIS AGREEMENT, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE “AGREEMENT”) GOVERNING YOUR USE OF THE ONLINE SERVICES OF THE BARN MANAGER LLC (THE “COMPANY” OR “BARN MANAGER” HEREIN), INCLUDING BUT NOT LIMITED TO THE USE OF SOFTWARE COMPONENTS ON A HOSTED BASIS (COLLECTIVELY, THE “SERVICE”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE “I DECLINE” BUTTON AND NOT SIGN AN ORDER CONFIRMATION, AND YOU MAY NOT USE THE SERVICE.

Welcome

Subject to the terms of this Agreement, Barn Manager will provide you with use of the Service. Your registration for, and/or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the Barn Manager website incorporated by reference herein, including but not limited to Barn Manager’s privacy policy. For reference, a Definitions section is included at the end of this Agreement. Barn Manager may offer multiple products and editions of its products. This Agreement governs all products and services offered by Barn Manager.

1. Privacy & Security; Disclosure

Barn Manager's privacy policy may be viewed online on the Barn Manager website (the "Site") at www.barnmanager.com/privacy. Barn Manager reserves the right to modify its privacy policy in its reasonable discretion from time to time. The Service may include certain communications from Barn Manager, including service announcements and administrative messages, and these communications are part of the Service and you will not be able to opt out of receiving them. BarnManager reserves the right to disclose who its customers are, including disclosure on the Site and in its marketing materials.

2. License Grant & Restrictions

Barn Manager hereby grants you a non-exclusive, non-transferable, limited, revocable, worldwide right to use the Service during the Term, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. In the event that your online ordering process or your Order Confirmation provided for a specific number of Users, your license to use the Service is limited to the specified number of Users. All rights not expressly granted to you are reserved by Barn Manger and its licensors. You may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking, reverse engineering, or other competitive purposes. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) embed the Service as a frame from within another application; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using ideas, features, functions or graphics that are similar to those related to the Service, or (c) copy any ideas, features, functions or graphics of the Service. The Service cannot be shared or used by more than one individual unless (and solely to the extent that) the Order Confirmation allows for sharing within your internal organization. Sharing of the Service outside your organization is never allowed. The proper assignment of username and passwords for the Service and adherence to all terms of this Agreement and Order Confirmation are your sole responsibility. You are responsible for maintaining the confidentiality of your usernames, passwords and accounts. Usernames and passwords may not be shared by more than one individual, and may not be transferred from one individual to another unless the original User no longer requires, and is no longer permitted, access to the Service. You may use the Service only for your internal business purposes and shall not: (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Service or the data contained therein, or Barn Manager's sites, servers or networks; (iii) attempt to gain unauthorized access to

the Service or its related systems or networks; or (iv) take any action that imposes an unreasonably or disproportionately large load on Barn Manager's infrastructure. Barn Manager shall be entitled to adjust the scope of the Service and the underlying technical infrastructure to reflect the continuing development of the Service and technical advances.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Barn Manager immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) not provide false identity information to gain access to or use the Service; (iv) not use the Service to defame, abuse, harass, threaten or otherwise violate the legal right of others; (v) not publish, post, upload, email, distribute or disseminate any defamatory, misleading, infringing or unlawful content; and (vi) not collect, store or transmit personal information about individuals or any information that is subject to applicable privacy laws or regulations.

You are solely responsible for all text, logos and images ("Customer Content") you provide to the Service. Barn Manager does not own any Customer Content provided by you hereunder, provided that you hereby grant Barn Manager a worldwide, royalty-free, non-exclusive right to use, reproduce, create derivative works of, distribute, perform, transmit and publish your Customer Content for the sole purpose of providing you with the Service.

You agree to promptly notify Barn Manager of any problems or issues you encounter with respect to the Service. You further agree to keep a valid and up-to-date credit card on file with Barn Manager at all times.

4. Account Information and Data

Barn Manager does not own any information, data or material that you submit to the Service in the course of using the Service (collectively, "Customer Data"), and you are responsible for submitting all Customer Data to the Service. You hereby grant Barn Manager a worldwide, royalty-free, non-exclusive right during the Term to use, reproduce, create derivative works of, distribute, perform, transmit and publish your Customer Data for the sole purposes of (i) processing your Customer Data in connection with providing the Service to you, and (ii) storing or hosting the Customer Data in a remote database or on the Site for access by your Users. Your

private Customer Data is accessible only to you and persons explicitly authorized by you; data is NOT shared with other customers, or with any other third party; provided that Barn Manager reserves the right to use your Customer Data in order to compile, analyze and disclose to third parties aggregated metrics, data and trends related to the use of its offerings as long as such metrics, data and trends do not contain uniquely identifiable Customer Data. You, not Barn Manager, shall have sole responsibility for the accuracy, quality, integrity, legality, appropriateness, and intellectual property ownership or right to use all Customer Data, and Barn Manager shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Use of the Service is subject to existing laws and legal processes. Nothing contained in this Agreement will limit Barn Manager's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service, which may include disclosing your Customer Data to the applicable authorities.

5. Intellectual Property Ownership

Barn Manager alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Barn Manager Technology and the Service and any derivatives, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service, and any aggregated metrics, data and trends compiled by Barn Manager. The Barn Manager name, the Barn Manager logo, and the product and service names associated with the Service and Barn Manager Content are trademarks of Barn Manager or third parties, and no right or license is granted to use them hereunder. The Site may include trademarks, service marks or logos of third parties, all of which are the property of their respective owners. In addition, all content published on the Site belongs to Barn Manager and/or its licensors under applicable copyright law.

6. Third Party Interactions

During use of the Service, you may enter into correspondence with, or purchase or sign up to receive goods and/or services from, a third party, or you may participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, are solely between you and the applicable third party. Barn Manager and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party, including any termination by such third party of their provision of goods or services to you. Barn Manager does not endorse any sites on the Internet

that are linked through the Service and does not endorse any third party goods or services that are made available to you as a result of your use of the Service. Barn Manager provides these links to you only as a matter of convenience, and in no event shall Barn Manager or its licensors be responsible for any content, products, or other materials on or available from such sites. Barn Manager provides the Service to you pursuant to the terms and conditions of this Agreement. To the extent your Order Confirmation requires your ordering any third party software in order to utilize the Service, you shall be responsible for obtaining such third party software at your expense.

7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current price of the chosen edition of the Service at the fee currently in effect, as reflected in your Order Form. All payments must be made in advance. Payments shall be made on an annual basis, and amounts owed shall be payable via credit card payment. All payment obligations are non-cancelable and all amounts paid are non-refundable. You must provide Barn Manager with a valid credit card as a condition to signing up for the Service and such credit card information will be stored and used by our third party payment processor. You hereby represent that you are authorized to provide any credit card you use to sign up for the Service. An authorized License Administrator may adjust the Service edition by executing an additional written Order Confirmation or using the web-based customer administration system within the Barn Manager Service if it applies. Changes to the Service edition will result in an adjustment to your fees, and will be subject to the following: (i) the term for the new fees and new Service edition will be coterminous with the preexisting Term (either Initial Term or Renewal Term, as the case may be); (ii) Service fees will be the then current, generally applicable license fee; (iii) any fee increase that results from changes made to your Service edition in the middle of a billing year will be charged in full on a pro-rated basis for the portion of the billing year following such change; and (iv) any fee reduction that results from changes made to our Service edition in the middle of a billing year will result in a pro-rated credit, which credit will be reflected in the amount charged for the next billing year, and no partial refunds will be given for the then-current year.

8. Billing and Renewal

Barn Manager charges and collects in advance for use of the Service. Barn Manager will automatically renew your subscription as described below, and bill your credit card. The renewal

charge will be equal to the Service fee in effect during the prior term, unless Barn Manager has given you at least 30 days prior written notice of a fee increase, which increase shall be effective upon renewal and thereafter. You will not be provided with an invoice prior to the commencement of any Renewal Term. Fees for other services will be charged on an as-quoted basis. Barn Manager's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Barn Manager's income. You agree to provide Barn Manager with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Barn Manager reserves the right to terminate your access to the Service in addition to any other legal remedies. All invoices and payments to Barn Manager will be in US \$. If you believe your invoice is incorrect, you must contact Barn Manager in writing within 30 days of the date of the invoice setting forth details regarding the inaccuracy to be eligible to receive an adjustment or credit.

9. Non-Payment and Suspension

In addition to any other rights granted to Barn Manager herein, Barn Manager reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum rate permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for the Service during any period of suspension. If you terminate this Agreement for any reason during the Initial Term or any Renewal Term, or if Barn Manager terminates this Agreement or suspends your access as a result of your breach, you will be obligated to pay the balance due on your account for the applicable Initial Term or Renewal Term, as the case may be, computed in accordance with the Charges and Payment of Fees section above. You agree that Barn Manager may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. Barn Manager reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service.

10. Term

This Agreement commences on the Start Date. For all editions or versions of the product, the "Initial Term" will be as you elect during the online subscription process or as otherwise

mutually agreed upon in the Order Confirmation. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) (each, a “Renewal Term”) unless either party gives Sufficient Written Notice or unless earlier terminated as set forth in this Agreement. “Sufficient Written Notice” will be fourteen (14) days prior to the expiration of the Initial Term or applicable Renewal Term, unless otherwise agreed in the Order Confirmation. Fees payable to Barn Manager for each Renewal Term shall be Barn Manager’s then current fees, as further described above. In the event this Agreement expires or is terminated for any reason, you agree to extract your Customer Data and Customer Content from the Barn Manager platform prior to the effective date of such expiration or termination. You agree and acknowledge that Barn Manager has no obligation to retain the Customer Data or Customer Content, and may delete such Customer Data and Customer Content 30 days after expiration or termination. Upon any expiration or termination of this Agreement, your rights to use any Barn Manager URLs shall immediately terminate. The following sections shall survive any expiration or termination of this Agreement: 1, 3, 4, 5, 7, 9, 10 and 13 – 24.

11. Termination for Cause

Any breach of your payment or other material obligations or unauthorized use of the Service will be deemed a material breach of this Agreement. Without limiting its ability to pursue other remedies, Barn Manager, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. Customer may cancel or terminate this Agreement at any time (without cause or in the event of a material breach by Barn Manager) but without refund of any paid fees.

12. Representations & Warranties; Availability; Support

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service, that your billing information is correct, and that you are an individual who is at least 18 years of age.

Barn Manager represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof, including with respect to taking reasonable steps designed to safeguard Customer Data, and that the Service, during the Initial Term or each Renewal Term, will perform substantially in accordance with any online Barn Manager help documentation or product documentation (as may be updated from

time to time) under normal use and circumstances. In the event the Service fails to perform substantially in accordance with such help or product documentation, and you promptly notify Barn Manager, Barn Manager will use commercially reasonable efforts to modify the Service and/or the documentation so that it conforms. The foregoing is your sole and exclusive remedy for Barn Manager's failure to satisfy the foregoing representation.

Barn Manager will use commercially reasonable efforts to cause the Service to be available twenty-four (24) hours per day, seven (7) days a week, three hundred and sixty-five (365) days per year, outside of scheduled downtime for maintenance and upgrades and extraordinary circumstances or causes beyond our control (such as fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, labor difficulties, generalized internet interruptions (through denial of service, worms, telecommunications problems or the like)) but does not guarantee, represent or warrant such availability. Barn Manager from time to time may make enhancements or upgrades to the Service which result in the Service being unavailable, which Barn Manager shall take reasonable steps to schedule so as to minimize Service unavailability and customer inconvenience.

Barn Manager will provide online customer support through the Service between the hours of 8 a.m. Eastern Time and 8 p.m. Eastern Time, Tuesday – Saturday (excluding holidays) ("Standard Hours"). Barn Manager will use its best efforts to respond to support requests made during Standard Hours on the day of such request, and as promptly as reasonably practicable. Customer support requests submitted outside of Standard Hours will be addressed on a first come first served basis, and Barn Manager's response may be delayed until the following business day.

13. Disclaimer of Warranties

BARN MANAGER AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. BARN MANAGER AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, LEADS OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU

THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN “AS IS” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BARN MANAGER AND ITS LICENSORS.

14. Indemnification

You shall indemnify and hold Barn Manager, its licensors and each such party’s parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data or the Customer Content infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; (iii) a claim arising from the breach by you or your Users of this Agreement; or (iv) any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you, provided in any such case that Barn Manager (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Barn Manager of all liability and such settlement does not affect Barn Manager’s business or Service); (c) provides to you all reasonably available information and assistance; and (d) has not compromised or settled such claim.

15. Internet Delays

BARN MANAGER’S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. BARN MANAGER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. Limitation of Liability

IN NO EVENT SHALL BARN MANAGER'S AGGREGATE LIABILITY PURSUANT TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO BARN MANAGER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

18. Local Laws and Export Control

The Service provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of other applicable countries. You acknowledge and agree that the Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States or any other applicable country maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. and other applicable

export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Barn Manager and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

19. Notice

Barn Manager may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Barn Manager's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Barn Manager's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Barn Manager (such notice shall be deemed given when received by Barn Manager) at any time by any of the following: letter to Barn Manager delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Barn Manager, in either case, addressed to the attention of: President.

20. Modification to Terms

Barn Manager reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

21. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Barn Manager but may be assigned without your consent by Barn Manager to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger, consolidation, stock sale or similar. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of Barn Manager directly or indirectly owning or controlling 50% or more of you shall entitle Barn Manager to terminate this Agreement for cause immediately upon written notice.

22. Free Trials

In the event that you are being provided with a free trial under this Agreement, any and all provisions of this Agreement pertaining to warranties by Barn Manager, indemnification by Barn

Manager, payment obligations and similar type provisions shall not apply. In addition, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. Further, Barn Manager may terminate a free trial at any time and for any reason.

23. General

This Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Boston, MA. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Confirmation, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Barn Manager as a result of this Agreement or use of the Service. The failure of Barn Manager to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Barn Manager in writing. This Agreement, together with any applicable Order Confirmation, comprises the entire agreement between you and Barn Manager and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. In the event that any of your Users are contractors to your organization, you agree that such contractors shall be required by written agreement to comply with all applicable restrictions set forth in this Agreement, and you shall be fully liable for and indemnify Barn Manager with respect to any failure of any contractor to so comply.

24. Definitions

As used in this Agreement now or hereafter associated herewith: “Start Date” means the earlier of either the date this Agreement is accepted by selecting the “I Accept” option presented on the screen after this Agreement is displayed or the date listed as the start date on the Order Confirmation; “Initial Term” means the initial period during which you are obligated to pay for the Service equal to the billing frequency selected by you during the subscription process; “Intellectual Property Rights” means unpatented inventions, patent applications, patents, design

rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; “License Administrator(s)” means those Users designated by you who are authorized to purchase licenses online through the Site or by executing written Order Confirmations and to create User accounts and otherwise administer your use of the Service; “Order Confirmation(s)” means the form evidencing the initial subscription for the Service and any subsequent Order Confirmations submitted online through the Site or in written form, specifying, among other things, the number of Users, if applicable, and other services contracted for, the applicable fees, the billing period, the payment method, and other charges as agreed to between the parties, each such Order Confirmation to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Confirmation, the terms of this Agreement shall prevail); “Barn Manager” means The Barn Manager LLC, a Delaware limited liability company; “User(s)” means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by Barn Manager at your request).

Questions or Additional Information

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@barnmanager.com

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