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USER SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT (this "Agreement") sets out terms and conditions under which you ("User") may obtain access to the Todd Interests website (the "Site").

INTRODUCTION

Todd Interests, having its principal offices at address 400 North Ervay, Suite 115, Dallas, Texas 75201, and its affiliates ("Todd Interests"), owns and operates the Site, a proprietary site through which various information services ("Services") may be offered.

As a condition of User's access to the Site, and in consideration of the mutual covenants and agreements set out below, Todd Interests and User hereby agree as follows:

1. License. (a) Todd Interests grants to User a limited, non-transferable, non-exclusive revocable license to access and use the Services generally provided through the Site for internal business use, upon the terms and subject to the conditions set out in this Agreement.

(b) Access to certain portions of the Site is further restricted (including access restrictions based on User's role or job description). User hereby agrees not to exceed its permitted access and shall not misrepresent itself in order to gain access to any restricted portion of the Site.

2. SERVICES.

(a) Departments. Included in the Services is the ability to access various pages ("Departments"), whereby User may look at, link to, or otherwise access and/or obtain forms, documents or other information ("Department Information").

(i) Subject to the terms and conditions contained herein as well as any additional or different terms posted with a particular piece of Department Information, User may view and print a reasonable number of copies of Department Information for personal reference and internal business use only.

(ii) Department Information is provided "AS IS" and solely for User's reference. TODD INTERESTS makes no warranty regarding Department Information including, without limitation, any warranties as to its accuracy, legal validity, or usefulness. User hereby releases AVPMS from any liability incurred from the use of or reliance upon Department Information.

(b) User consents to the collection of information regarding all actions taken and all messages sent by User while using the Services.

3. AUTHORIZED USER

(a) User hereby represents that he or she is a duly authorized agent of the legal business entity that User indicates is his or her employer ("Company"). User hereby represents User has full authority and ability to bind the Company.

(b) Company and User shall, at all times, be responsible for access to and use of the Site by User.

4. Certain Operating Procedures.

(a) Access. User represents and warrants that User's use of the Site will conform to all laws, regulations, statutes, and ordinances.

(b) Transaction Information. User assumes sole responsibility and liability for the accuracy and adequacy of information entered by User on the Site. User will notify promptly Todd Interests if User determines that the Site includes inaccurate, incomplete or incorrect information relating to User; and, if applicable and within its control, User shall immediately withdraw and correct such information. Todd Interests is not responsible for any damages caused by or related to inaccurate, incomplete, or incorrect information.

5. Proprietary Rights.

(a) All information and materials supplied by Todd Interests in connection with this Agreement, including the Site, together with all modifications to such information and materials, and all copyrights, trademarks, patents, trade secret rights and other intellectual and proprietary rights, titles and interests relating to such information and materials, shall at all times be and remain the property of Todd Interests, its successors and assigns, the use of the same by User being permissive only.

6. Usage Rights; RESTRICTIONS on Use.

(a) General Use of Site. Except as otherwise indicated on this Site, User may view, download and print the documents and information available on this Site subject to the following conditions:

(i) The documents and information may be used solely for personal, informational, internal, non-commercial purposes.

(ii) User may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from or through the Site.

(iii) User may not remove any copyright or other proprietary notices contained in the documents and information.

(iv) Todd Interests reserves the right to revoke the authorization to view, download and print the documents and information available on this Site at any time, and any such use shall be discontinued immediately upon written notice from Todd Interests.

(v) User may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.

(vi) User may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for or through the Site.

(vii) User warrants to Todd Interests that User will not use the Site for any purpose that is unlawful or prohibited by this Agreement.

(b) The rights specified herein to view, download and print the documents and information available on this Site are not applicable to the design or layout of this Site. Elements of this Site are protected by copyright, trademark and other laws and may not be copied or imitated in whole or in part.

(c) User is prohibited from posting or transmitting to or from this Site any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other materials that would violate any civil or criminal law or the rights of others, including without limitation, laws against copyright infringement. Violation of these restrictions may result in the elimination of User's access to this Site in the sole discretion of Todd Interests.

(d) The Site may contain links to other sites ("Third Party Sites"). Todd Interests does not control Third Party Sites and is not responsible for the contents of any Third Party Site, including without limitation any link found in a Third Party Site, or any changes or updates to a Third Party Site. Todd Interests is not responsible for webcasting or any other form of transmission received from any Third Party Site. Todd Interests is providing these links to User only as a convenience, and the inclusion of any link does not imply endorsement by Todd Interests of such Third Party Site. User is responsible for viewing and abiding by the privacy statements and terms of use posted at the Third Party Sites.

7. Confidentiality and Related Obligations.

(a) Certain User Obligations. Information of Todd Interests that is designated confidential or proprietary and made accessible to User through User's use of the Site ("Designated Todd Interests Information") is intended for User's sole use and not for redistribution in any form. Without the written consent of Todd Interests, User will not copy, reproduce or distribute any Designated Todd Interests Information. These obligations

(i) apply only to Designated Todd Interests Information,

(ii) do not apply to any information obtained from third parties such as, without limitation, Discussion Group participants. User shall not use the Site or the information included thereon, directly or indirectly, to engage in any unlawful transaction.

8. Information Disclaimer; Limitation of Liability.

(a) Disclaimer. EXCEPT AS SPECIFICALLY CONTAINED IN THIS AGREEMENT, THE SITE, SERVICES AND USER'S ACCESS TO AND USE OF SAME IS PROVIDED TO USER "AS-IS" AND WITHOUT ANY OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, SUCH AS ANY WARRANTY OF ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT. User accepts the risk that the operating system and software included in the Site, as well as all information of User that is included on the Site, from time to time may contain inaccuracies and may be adversely affected by computer viruses, unknown programming difficulties resulting in incorrect information or system malfunctions or shut-downs. However, Todd Interests will use reasonable commercial efforts to correct any inaccuracies expressly made known to it and to correct and/or remove (as appropriate) any computer viruses and other system malfunctions and shut-downs that are within its control. In addition, Todd Interests shall not be liable for any liability, loss, damage, cost or expense caused from error, omission, interruption, deletion, defect, delay in operation or transmission, loss of data, communication or line failure, theft or destruction, unauthorized

access to, alteration of or use of the Site, or the actions of any other party involving the use of the Site.

(b) Liability Limitation. In no event shall TODD INTERESTS or its officers, directors, owners, employees, agents or affiliates be liable directly or indirectly to User or any party claiming through it for any DIRECT, special, indirect, incidental or consequential damages, including without limitation, loss of profits, arising out of this Agreement, or the use of the Site, and regardless of the nature or cause of such damages.

(c) Not an Offer. This Agreement regarding the Site is not an offer of any financial or other products, goods or services.

9. NOTIFICATION OF COPYRIGHT INFRINGEMENT

(a) In appropriate circumstances but in the sole discretion of Todd Interests, Todd Interests will restrict or terminate access to the Site of users who infringe the intellectual property rights of others. If User believes that Todd Interests or some third party has used or copied any Site content in a manner constituting copyright infringement and such infringement is occurring on this Site, please provide Todd Interests' Copyright Agent a notice containing the following elements, and any other elements required by the Digital Millennium Copyright Act or other law: a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed; a description of the copyrighted work or works that you claim have been infringed and identification of what material in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled; a description of where the material User claims is infringing is located on the AVPMS site; information sufficient to permit Todd Interests to contact you, such as your physical address, telephone number, and email address; a statement by User that User has a good faith belief that the use of the material identified in the notice in the manner complained of is not authorized by the copyright owner, its agent, or the law; a statement by you that the information in the notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

(b) Todd Interests' Copyright Agent for Notice of claims of copyright infringement can be reached as follows: Todd Interests, Copyright Agent, 400 North Ervay, Suite 150, Dallas, Texas 75201

(c) USER SHOULD ONLY CONTACT THE COPYRIGHT AGENT IF USER BELIEVES THAT SITE CONTENT OR A PORTION THEREOF INFRINGES A VALID COPYRIGHT. THE COPYRIGHT AGENT WILL NOT RESPOND TO ANY OTHER INQUIRIES.

10. Other

(a) Termination. At its sole election at any time, Todd Interests may temporarily or permanently suspend the rights of User to access the Site or any part thereof. Todd Interests may discontinue providing the Site, the Services, or any portion thereof.

(b) Waiver. No waiver by either party of any default or breach of any obligation under this Agreement of the other party hereto shall operate as a waiver of any continuing or future default or breach.

(c) Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed, certified or registered mail with postage prepaid, or sent by fax or email, as follows (or at such other address, fax number or email address for a party as shall be specified by like notice):

if to Todd Interests at: 400 North Ervay, Suite 150, Dallas, Texas 75201 Attn: Corporate Marketing, E-mail: info@toddinterests.com.

if to User, at the address, fax number or email address specified in User's registration information submitted by User through the Site.

(d) **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the laws that might otherwise govern under principles of conflicts of laws applicable thereto. Exclusive venue for any disputes arising hereunder shall be in Dallas County, Texas. Any claim, dispute or controversy arising out of or relating to this Agreement, or the alleged breach or termination thereof, and all tort claims based in whole or in part on conduct required or contemplated by this Agreement, will be settled by arbitration by a single neutral arbitrator (which arbitrator shall have no prior relationship with either party) conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitration for disputes will be held in Dallas, Texas. The parties will provide each other with production of all requested documents and records reasonably related to the dispute in a manner that will minimize the expense and inconvenience of both parties. Discovery will not include depositions or interrogatories except as the arbitrator expressly allows on a showing of need. Costs and fees of the arbitrator will be borne by the non-prevailing party, as determined by the arbitrator. The arbitrator shall have no authority to award exemplary, punitive, special, incidental or indirect damages. The arbitrator will decide the scope of this Agreement to arbitrate, it being the intent of the parties that this Agreement to arbitrate be broadly construed. The award of the arbitrator, which may include equitable relief, will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any demand for arbitration shall be made in writing.

(e) **Severability and Non-Waiver.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The failure of Todd Interests to enforce the User's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(f) **By using this Site, you signify your acceptance of this Agreement.** If you do not agree to this User Site Access Agreement, please do not use our Site. We reserve the right, at our discretion, to change, modify, add, or remove portions from this User Site Access Agreement at any time so visitors are encouraged to review this User Site Access Agreement from time to time. Your continued use of our Site following the posting of changes to these terms means you accept these changes.