

BACKROADS DATA ("BD") IS WILLING TO GRANT YOU RIGHTS TO ESTABLISH AN ACCOUNT AND TO USE THE SERVICES PROVIDED BY THIS SITE ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. PLEASE READ THE TERMS CAREFULLY. BY CLICKING ON "I ACCEPT", YOU WILL INDICATE YOUR AGREEMENT WITH THEM. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY OR PERSON, YOUR ACCEPTANCE REPRESENTS THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY OR PERSON TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND YOUR ENTITY OR PERSON, THEN BD IS UNWILLING TO GRANT YOU RIGHTS TO ESTABLISH AN ACCOUNT AND TO USE THE SERVICES PROVIDED BY THIS SITE.

#### USER AGREEMENT

Effective Date: January 1, 2012

To review material modifications and their effective dates scroll to the bottom of the page.

1. Parties. The parties to this legal Agreement are you, and the owner of this iforgeahead.com website business, BD. If you are not acting on behalf of yourself as an individual, then "you", "your", and "yourself" means your company or organization or the person you are representing. All references to "we", "us", "our", "this website" or "this site" shall be construed to mean the iforgeahead.com website business and BD.
2. Agreement. The legal Agreement between you and BD consists of this USER AGREEMENT.
3. Modification of Agreement. We reserve the right to modify this Agreement at any time by posting an amended Agreement that is always accessible through a link on this site's home page and/or by giving you prior notice of a modification. You should check this Agreement periodically for modifications by scrolling to the bottom of this page for a listing of material modifications and their effective dates. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF THIS SITE FOLLOWING OUR POSTING OF AN AMENDED AGREEMENT OR PROVIDING YOU NOTICE OF A MODIFICATION WILL CONSTITUTE BINDING ACCEPTANCE.
4. Subscription Eligibility. Subscriptions are not available to minors under the age of 18 years of age and any user that has been suspended or removed from the system.
5. Subscription Services. Subscription services include access to the iForgeAhead business management system for farriers ("Services"). We reserve the right to update and modify the Services from time to time.
6. Subscription Use and Restrictions. Subject to the terms and conditions of this Agreement, you may access and use this site's Services, but only for your own internal purposes. All rights not expressly granted in this Agreement are reserved by us and our licensors.

6.1 You will be granted authorized login protocols for the Services, and you agree not to use the Services in excess of your authorized login protocols. You agree not to access (or attempt to access) this site by any means other than through the interface we provide, unless you have been specifically allowed to do so in a separate agreement. You agree not to access (or attempt to access) this site through any automated means (including use of scripts or web crawlers), and you agree to comply with the instructions set out in any robots.txt file present on this site.

6.2 You are not authorized to (i) resell, sublicense, transfer, assign, or distribute the site, its Services or content; (ii) modify or make derivative works based upon the site, its Services or content; (iii) "frame" or "mirror" any site, its Services or content on any other server or Internet-enabled device; or (iv) reverse engineer, decompile, or disassemble the Services or their enabling software for any purpose.

6.3 You are not authorized to use our Services or servers for the propagation, distribution, housing, processing, storing, or otherwise handling in any way lewd, obscene, or pornographic material, or any other material which we deem to be objectionable. The designation of any such materials is entirely at our sole discretion.

6.4 You are EXPRESSLY PROHIBITED FROM STORING CREDIT CARD DATA, including credit card numbers, expiration dates, and security codes, on the iForgeAhead data service. Violations of this policy will result in termination of your account and deletion of your data.

7. Ownership. The material provided on this site and via our Services is protected by law, including, but not limited to, United States copyright law and international treaties. The copyrights and other intellectual property rights in this material are owned by us and/or others. Except for the limited rights granted herein, all other rights are reserved.

8. Subscription Term. The term of your subscription shall be specified during the registration process. After the expiration of this term, you may purchase another subscription in accordance with the terms and conditions posted at this site.

9. Termination. You agree that we may terminate your account and access to the Services for cause without prior notice, upon the occurrence of any one of the following: (i) any material breach of this Agreement, including without limitation any failure to pay fees as they become due or any unauthorized use of the site or Services, or (ii) requests by law enforcement or other government agencies. Termination of your account includes (i) removal of access to all Services, and (ii) deletion of your login data, password, and all related information. Further, you agree that all terminations shall be made in our sole discretion, and that we will not be liable to you or any third-party for any termination of your account or access to Services. If we elect to terminate this Agreement for cause, we may elect, in our sole discretion, not to refund any prepaid fees or other amounts to you.

10. Your Account-Related Responsibilities. You are responsible for maintaining the confidentiality of your login ID, password, and any additional information that we may provide regarding accessing your account. If you knowingly share your login ID and password with another person who is not authorized to use the Services, this Agreement is subject to termination for cause. You agree to immediately notify us of any unauthorized use of your login ID, password, or account or any other breach of security.

11. Subscription Fees; Periodic Payment; ROSCA Disclosures.

11.1 You agree to pay subscription fees as specified in the registration process. Payment of subscription fees may be by credit card online at this site, or by any other method approved by us. Fees are non-refundable, unless expressly provided otherwise on this site. If for any reason we are unable to charge your credit card with the full amount of the fees, or if we are charged back for any fee previously charged to your credit card, you agree that we may

pursue all available remedies to pursue payment, including without limitation, suspension or termination of your account and rights to all Services from this site.

11.2 In accordance with the Restore Online Shoppers Confidence Act (ROSCA), you hereby authorize BD to charge the credit card used in the registration process, as follows: charges will be access to the iForgeAhead business management system for farriers, for the dollar amount, and for the billing periods that are specified in the registration process. If the credit card authorization fails, we will request updated credit card information. However, if you do not provide updated credit card information that successfully authorizes within 72 hours after notice, we may terminate your account and rights to all Services from this site.

11.3 We will email you a notice after each payment that will also provide you with a simple mechanism for canceling all future payments.

12. Technical Support. Support is available through the iForgeAhead forums, by email, and by phone.

13. Warranty Disclaimers. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SERVICES, CONTENT, AND/OR PRODUCTS ON THIS SITE ARE PROVIDED "AS-IS", AND NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH PRODUCTS, SERVICES, AND/OR CONTENT. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES OR SEPARATE AGREEMENT ORIGINATING FROM THIS SITE, THIS SITE AND ITS LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIS SITE OR PRODUCTS, SERVICES AND/OR CONTENT ACQUIRED FROM THIS SITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS SITE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS PRODUCTS, SERVICES, AND/OR CONTENT: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. NO PURCHASE OR USE OF THE ITEMS OFFERED BY THIS SITE IS AUTHORIZED HEREUNDER EXCEPT UNDER THESE DISCLAIMERS. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE SIX (6) 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 THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES OR THIS SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, 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.

15. Confidential Information. You agree that all non-public information that we provide regarding the Services, including without limitation, our pricing, marketing methodology, and business processes, is our proprietary confidential

information. You agree to use this confidential information only for purposes of exercising your rights as our affiliate while in strict compliance with this Agreement, and you further agree not to use or disclose this confidential information for a period of three (3) years after termination of this Agreement.

16. Onward Transfer of Personal Information Outside Your Country of Residence. Any personal information which we may collect on this site will be stored and processed in servers located only in the United States. If you reside outside the United States, you consent to the transfer of personal information outside your country of residence to the United States.

17. Export Control. This site 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 Switzerland and the European Union. The user of this site ("User") acknowledges and agrees that the site and Services shall not be used in, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to, countries to which the United States, Switzerland and/or the European Union 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 Services, 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., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

18. Registration Data. Registration is required for you to establish an account at this site. You agree (i) to provide certain current, complete, and accurate information about you as prompted to do so by our online registration form ("Registration Data"), and (ii) to maintain and update such Registration Data as required to keep such information current, complete and accurate. You warrant that your Registration Data is and will continue to be accurate and current, and that you are authorized to provide such Registration Data. You authorize us to verify your Registration Data at any time. If any Registration Data that you provide is untrue, inaccurate, not current or incomplete, we retain the right, in its sole discretion, to suspend or terminate rights to use your account. Solely to enable us to use information you supply us internally, so that we are not violating any rights you might have in that information, you grant to us a nonexclusive license to (i) convert such information into digital format such that it can be read, utilized and displayed by our computers or any other technology currently in existence or hereafter developed capable of utilizing digital information, and (ii) combine the information with other content provided by us in each case by any method or means or in any medium whether now known or hereafter devised.

19. How We Treat Postings To This Site. We will not treat information that you post to areas of this site that are viewable by others (for example, to a blog, forum or chat-room) as proprietary, private, or confidential. We have no obligation to monitor posts to this site or to exercise any editorial control over such posts; however, we reserve the right to review such posts and to remove any material that, in our judgment, is not appropriate. Posting, transmitting, promoting, using, distributing or storing content that could subject us to any legal liability, whether in tort or otherwise, or that is in

violation of any applicable law or regulation, or otherwise contrary to commonly accepted community standards, is prohibited, including without limitation information and material protected by copyright, trademark, trade secret, nondisclosure or confidentiality agreements, or other intellectual property rights, and material that is obscene, defamatory, constitutes a threat, or violates export control laws.

20. Defamation; Communications Decency Act Notice. This site is a provider of "interactive computer services" under the Communications Decency Act, 47 U.S.C. Section 230, and as such, our liability for defamation and other claims arising out of any postings to this site by third parties is limited as described therein. We are not responsible for content or any other information posted to this site by third parties. We neither warrant the accuracy of such postings or exercise any editorial control over such posts, nor do we assume any legal obligation for editorial control of content posted by third parties or liability in connection with such postings, including any responsibility or liability for investigating or verifying the accuracy of any content or any other information contained in such postings.

21. Monitoring. We reserve the right to monitor your access and use of this website without notification to you.

22. Security. You shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of your link to the Internet. We shall implement reasonable and appropriate security procedures consistent with prevailing industry standards to protect data from unauthorized access by physical and electronic intrusion; provided, however, unless resulting from our failure to perform the forgoing obligations, you agree that we shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to us at the time. We will promptly report to you any unauthorized access to your data promptly upon discovery by us, and we will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in your data is required, you shall be solely responsible for any and all such notifications at your expense.

23. Notices. We may give notice to you by means of (i) a general notice in your account information, (ii) by electronic mail to your e-mail address on record in your Registration Data, or (iii) by written communication sent by first class mail or pre-paid post to your address on record in your Registration Data. Such notice shall be deemed to have been given upon the expiration of forty eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). You may give notice to us (such notice shall be deemed given when received by us) at any time by confirmed email using receipt confirmation, addressed to [info@backroadsdata.com](mailto:info@backroadsdata.com). Notices will not be effective unless sent in accordance with the above requirements.

24. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Kansas, USA, and may be conducted by telephone or online. The arbitrator shall

apply the laws of the State of Kansas, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

25. Jurisdiction and Venue; Applicable Law. The courts of Douglas County in the State of Kansas, USA and the nearest U.S. District Court shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under this Agreement. The laws of the State of Kansas, USA shall apply to all issues in dispute, excluding its rules regarding conflicts of law.

26. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

27. Force Majeure. We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

28. Survival. Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof.

29. U.S. Government End-Users. We provide the Web Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Web Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement. Unpublished-rights reserved under the copyright laws of the United States.

30. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to this site and merges all prior communications, representations, and agreements. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This license is written in English, and English is its controlling language. If you are located outside the U.S., then the following provisions shall apply: (i) Les parties aux presentes confirment leur volonte que cette convention de meme que tous les documents y compris tout avis qui s'y rattache, soient rediges en

langue anglaise (translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language."); and (ii) you are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use this site, and you represent that you have complied with any regulations or registration procedures required by applicable law to make this agreement enforceable.

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Material Modifications Since January 1, 2012: none.

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