

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION
SGLH&F DRAFT –FEB. 10, 2011

TERMS AND CONDITIONS FOR BEST TRANSPORTATION SYSTEMS WEB SITES

These Terms and Conditions (“Terms and Conditions” or “Agreement”) are for the Best Transportation Systems, Inc. (“Best”) Web site and those Web sites of its affiliates and service providers (collectively the “Sites”), that are available through the Best Sites and apply to all services, programs, information and products that you (“Client”) may use or otherwise access from time to time through the Sites.

USE OF SITES

Client agrees that any document delivered through the Sites by “clicking” on the designated spaces in or relating to such document shall be deemed to be “in writing” and to have been “signed” and delivered for all purposes by Client, including, but not limited to clicking accept or submit in the use of the web site. Any record of such transaction or confirmation (including, without limitation, electronic records) shall be deemed to be “in writing.” Client further agrees that it shall not contest the legally binding nature, validity or enforceability of any transaction, document or confirmation based on the fact that it has been executed by “clicking” on the designated spaces and expressly waives any and all rights it may have to assert such claim.

Best hereby grants to Client a worldwide, non-exclusive, non-sublicensable, non-transferable, non-assignable, personal right and license to access and use the Sites solely for Client’s internal use in accordance with the terms of this Agreement. Client accepts the right and license granted herein to access and use the Sites solely in accordance with this Agreement and any rules or restrictions or procedures published by Best on the Sites from time to time. Client acknowledges and agrees that the Sites, and all intellectual property and proprietary rights therein and thereto, anywhere worldwide, including such rights in copyrights, trademarks, service marks, trade dress, patents, patent applications and trade secrets and other proprietary and/or confidential information (collectively, “IP”), are the valuable property of Best and/or its affiliates, service providers and/or licensors. Other than the license granted hereunder, Client obtains no rights to the Sites. Client may not access or use the Sites in any way that may infringe any IP right of Best or its affiliates, service providers or licensors. Client promptly shall notify Best of any actual or threatened infringement or misappropriation of IP, or any portion thereof, of which it becomes aware. Client acknowledges and agrees that it will not use, or allow the use of the Sites in contravention of, and will comply with, any applicable laws, rules, regulations or interpretations (collectively, “Applicable Law”).

Client agrees that it will not, and will not authorize or permit any person (“Authorized Person”) under its control, under any circumstance to:

- sell, lease, transfer, recirculate, republish, redistribute, make available or otherwise provide access to the Sites, or any portion thereof or data thereon, to any person other than its Authorized Persons, including through oral, written, or electronic means whether as a demonstration or otherwise;
- photocopy, download or otherwise reproduce in any medium any portion of the Sites, except that Client may download into Client’s internal computer system, or print a hard copy of, content on the Sites, in whole or in part, provided that, in each case, all copyright and other proprietary notices are retained and complied with; or
- alter, decompile or reverse engineer any software component of the Sites.

All cost and expense of equipment, operating platforms, and software necessary to access and use the Sites, and the maintenance thereof shall be the sole responsibility of Client.

No provision of these Terms and Conditions shall restrict Client from taking any action required by any Applicable Law, any self-regulatory organization or any governmental entity to which it is subject. Prior to taking any such action, Client shall, to the extent reasonably practicable given the then-current circumstances, notify Best in writing thereof and consult with Best regarding the steps to be taken to ensure compliance with Applicable Law.

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CLIENT ACKNOWLEDGES AND AGREES THAT IT WILL BE RESPONSIBLE TO ENSURE THAT ANY ACTIVITY UNDERTAKEN BY CLIENT OR ITS AUTHORIZED PERSONS IN ANY JURISDICTION AND WITH ANY PERSON IN WHOLE OR IN PART ON OR THROUGH THE SITES IS IN COMPLIANCE WITH APPLICABLE LAW.

Client agrees to provide Best with all information, cooperation and assistance, documents and data as shall reasonably be requested by Best in order to enable Best to comply with any and all Applicable Law. Client understands and agrees that Best may report such information to regulatory authorities to the extent necessary, in its reasonable discretion, to comply with Applicable Law.

SECURITY

Best shall assign to each Authorized Person a unique User ID (“User ID”) and a corresponding password and/or other access codes (each, an “Access Code”) to enable Authorized Persons to access and use such functions within the Sites as Client shall authorize. Client shall (i) maintain, (ii) take appropriate steps to ensure that its officers and employees maintain, and (iii) inform all Authorized Persons of Client’s obligation to maintain, the confidentiality of User IDs and Access Codes and the security of the Sites. Client shall not permit any person other than an Authorized Person to access or use the Sites on its behalf or to use any User ID or Access Code and shall educate and familiarize those Authorized Persons who access and/or use the Sites with Client’s obligations under this Agreement. Client acknowledges and agrees that Client and/or its Authorized Persons may access the Sites through the World Wide Web or other Internet service which is not necessarily secure, and Best does not warrant that such system is secure. Client agrees to be bound by all communications (and the consequences thereof) placed on, executed through or facilitated by the Sites that are accompanied by a valid User ID and a valid Access Code assigned to Client or an Authorized Person. Upon becoming aware of, or if Client suspects, a technical failure or any improper access to or use of the Sites or Access Codes by any Authorized Person or other person, Client shall promptly notify Best of such occurrence, and shall, as promptly as practicable, to the extent any improper access or use is by an Authorized Person, take immediate actions to terminate such Authorized Person’s access to and use of the Sites. Best reserves the right to limit or terminate Client’s or any Authorized Person’s access to and use of the Sites immediately and without notice.

LINKED SITES

Certain hyperlinks on the Sites may link Web sites maintained by Best’s affiliates, or service providers which are not to be considered a part of the Sites. Certain other links on the Sites to non-affiliated third party sites may contain information over which we have no control. Best takes no responsibility for the content, accuracy, content, completeness, timeliness, or any aspect of the information on these sites and disclaims any liability to Client for it or for any consequence of your decision to use the links provided or your use of such information. Links to non-Best sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites. Best also disclaims all liability and makes no representations or warranties for any products or services sold or provided to Best, its affiliates or service providers by any third party. Your purchase of products or services through one of those other sites is subject to agreements and/or the terms and conditions in effect between Client and the providers of products and services at those other sites. Client agrees that it shall not bring a suit or claim against Best, its affiliates or service providers arising from or based on your purchase or use of products or services through those other sites. Links do not imply that Best, its affiliates or service providers, or the Sites sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked sites is authorized to use any trademark, trade name, logo or copyright symbol of Best, its affiliates or service providers.

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CONTENT AND SERVICE AVAILABILITY

Best, or its affiliates and service providers, may make changes to the Sites and reserves the right to do so without prior notice to you. Client acknowledges that not all products and services listed or discussed in the Sites are available in all geographic areas. Your eligibility for particular products and services is subject to final determination and acceptance by Best, its affiliates or service providers.

CONSENT TO ELECTRONIC DELIVERY

You agree to receive certain documents and information provided by Best, its affiliates and service providers through the Sites and/or through e-mail provided to you via the Sites. This delivery will generally consist of certain Content on the Sites, and certain other documents relating to Best and its affiliate's/service provider's business. This electronic provision and delivery will be regarded by you as appropriate delivery pursuant to any delivery requirements under the various statutes and rules. You acknowledge that you have the appropriate technological equipment to use the Sites and to receive e-mail via the Internet and understand that your use of the Internet may incur certain operational costs such as monthly fees for a service provider. You agree to notify Best or the applicable Affiliate in the event that you no longer desire to receive content through this delivery procedure and will allow a reasonable amount of time to permit proper delivery to you through other means.

NO WARRANTY

Client acknowledges that any information provided through the Sites is not intended to be a recommendation, offer or solicitation of any particular products or services.

Client acknowledges that it is acting for its own account, and it has made its own independent decisions to enter into a transaction and as to whether a transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary.

COMPLIANCE WITH LAWS AND INDEMNITY

The Sites may be used only for lawful purposes. Client's conduct may be subject to local, state, national and international laws. Client agrees that it and any of its Authorized Persons shall comply with this Agreement, applicable laws, rules, regulations, ordinances and other similar national and international requirements of the country, state and province in which you are accessing and using the Sites.

LIMITATION OF LIABILITY

YOU ACKNOWLEDGE THAT NEITHER BEST, ITS AFFILIATES NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS OR OTHER SUPPLIERS MAKES ANY WARRANTIES OR GUARANTEES WITH RESPECT TO THE SITES, INCLUDING WITHOUT LIMITATION, WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF ANY CONTENT, OR WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. BEST, ITS AFFILIATES AND SUCH PERSONS SHALL NOT BE LIABLE TO YOU FOR ANY LOSS, COST, DAMAGE OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY (I) CLIENT'S USE OF OR RELIANCE ON THE SITES, OR (II) BEST'S PERFORMANCE OF ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THESE TERMS AND CONDITIONS. BEST DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SITES WILL BE FREE FROM ERRORS OR WILL BE AVAILABLE. FURTHERMORE, BEST WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN THE SITES, OR FOR THE INCOMPATIBILITY BETWEEN THE SITES AND FILES AND

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THE USER'S BROWSER OR OTHER SITES ACCESSING PROGRAM. NOR WILL BEST BE LIABLE FOR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES BEYOND BEST'S CONTROL. IN NO EVENT WILL BEST, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AFFILIATES, SERVICE PROVIDERS, OR OTHER SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Because some states or jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such states or jurisdictions, the liability of Best, its officers, directors, employees, agents, contractors or other suppliers shall be limited in accordance with this agreement to the extent permitted by law.

Neither Best, its affiliates or service providers, nor any of their officers, directors, employees, agents, contractors or other suppliers shall be liable in any way, for (1) any inaccuracy, error, or delay in, or omission of (a) any information on the Sites, or (b) the transmission or delivery of any information on the Sites; (2) any loss or damage arising from or occasioned by (a) any such inaccuracy, error, delay, or omission, (b) non-performance, (c) interruption of use of the Sites due either to any negligent act or omission by Best, its affiliates or service providers, their officers, directors, employees, agents, contractors or other suppliers or to any "force majeure" (i.e. flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction) or any other cause beyond the control of Best, its affiliates or service providers, their officers, directors, employees, agents, contractors or other suppliers. You understand that Best accepts no responsibility for security of information on the Internet.

Without limiting any of the foregoing, if Best, its affiliates or service providers, or any of their officers, directors, employees, agents, contractors or other suppliers is found liable to you for any claims or matters arising under or in connection with this Agreement, Best and such other parties' aggregate and maximum liability for all such matters and claims in any calendar year shall not exceed \$1,000.

CHANGES TO AGREEMENT

Best may make changes to this Agreement at any time, without prior notice to you. Your continued use of the Sites indicates your continued agreement to be bound by this Agreement, as changed from time to time. You should view these Terms and Conditions often to stay informed of changes that may affect you.

GOVERNING LAW

This Agreement shall be governed by and construed under the law of the State of Illinois and the Federal law of the United States. You hereby consent and submit to jurisdiction in the Federal or state courts of the State of Illinois, U.S.A. You hereby irrevocably waive your rights to a jury trial.