

THE FOLLOWING TERMS AND CONDITIONS CONTROL THE USE OF THE SERVICES PROVIDED BY ALLYN TAX APPLICATION (TIMS) AND CONTAIN SIGNIFICANT RESTRICTIONS AND LIMITATIONS ON RIGHTS AND REMEDIES, AND CREATE OBLIGATIONS ON ANYONE WHO ACCEPTS THIS AGREEMENT. THEREFORE, YOU SHOULD READ THIS AGREEMENT CAREFULLY BEFORE AGREEING TO THESE TERMS.

ALLYN INTERNATIONAL SERVICES, INC. (AISI) USER AGREEMENT: BY CLICKING THE "I ACCEPT" CHECKBOX DISPLAYED AS PART OF THE LOGIN PAGE, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS WHICH CONSTITUTE A LEGALLY ENFORCEABLE AGREEMENT (THE "AGREEMENT") GOVERNING YOUR USE OF AISI'S ONLINE SERVICE (THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE COMPLETE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY. AS USED IN THIS APPLICATION SERVICE PROVIDER (ASP) AGREEMENT, THE TERM "GRANTEE" ENCOMPASSES THE ENTITY OR PERSON RESPONSIBLE FOR THIS ACCOUNT AND EACH USER ACCESSING THE SERVICE BY MEANS OF A VALID ACCOUNT. IF YOU ARE A CORPORATION, ALL EMPLOYEES OF YOUR CORPORATION ARE INCLUDED. IF YOU DO NOT HAVE THE REQUISITE AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO USE THIS SERVICE.

Welcome,

Thank you for your interest in Allyn International Services Inc. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the website incorporated by reference herein, including but not limited to AISI's privacy and security policies.

1. Privacy Notice for Customers

The following data about customers (Customer number, First Name, Last Name, Email) will be stored and processed in TIMS. The Customer Personal Data will be processed for exemption certificate management purposes. By submitting Customer Personal Data, you acknowledge and agree to these uses of it.

2. Grant of Rights; Term and Restrictions

Pursuant to the terms and conditions of this Agreement, AISI hereby grants Grantee a limited, non-exclusive, non-transferable right to use the Service, solely for Grantee's own internal business purposes (Grant). AISI and its licensors reserve all rights not expressly granted to Grantee.

Grantee shall not (i) license, grant, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics

of the Service, or (c) copy any ideas, features, functions or graphics of the Service; (iii) modify or make derivative works based upon the Service or the Content; or (iv) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device. The Grant of right to use the Service cannot be shared or used by more than one individual User, but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

3. The Service

AISI will provide Grantee with use of the Service, including a browser interface and data transmission, access and storage. AISI will inform User of any significant changes to the Service or terms and conditions of this Agreement that it may make from time to time.

4. Internet Delays

The Service may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. AISI is not responsible for any delays, delivery failures, or other damage resulting from such problems.

5. Grantee's Responsibilities

Grantee is responsible for all activity occurring under Grantee's User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Grantee's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. Grantee shall: (i) notify AISI immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to AISI immediately and use reasonable efforts to stop immediately, any copying or distribution of Content that is known or suspected by Grantee or any User under this Grant; and (iii) not impersonate another AISI User or provide false identity information to gain access to or use the Service.

6. Intellectual Property Ownership

AISI alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the AISI Software as a Service (SaaS) Technology, the Content, and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Grantee or any other party relating to the Service. The AISI name, the AISI logo, and the product names associated with the Service are trademarks of AISI or third parties, and no right or license is granted to use them. This Agreement is not a sale and does not convey to Grantee any rights of ownership in or related to the Service, the AISI SaaS Technology or the Intellectual Property Rights owned by AISI. Grantee acknowledges that, except as specifically provided under this Agreement, no other right, title, or interest in these items is granted.

7. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. AISI represents and warrants that it will provide the Service in a manner

consistent with general industry standards reasonably applicable to the provision thereof under normal use and circumstances. Grantee represents and warrants that Grantee has not falsely identified Grantee or any User nor provided any false information to gain access to the Service.

8. Modification to Terms

AISI 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. Grantee is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Grantee's consent to such changes.

9. Assignment

This Agreement may not be assigned by Grantee without the prior written approval of AISI but may be assigned without Grantee's consent by AISI to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

Questions or Additional Information:

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

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