

WEB SITE USE AGREEMENT FOR UPPERRANCHCO.COM WEB SITE

THIS VERSION IN EFFECT SINCE DECEMBER 2, 2009.

THIS AGREEMENT GOVERNS YOUR USE OF THE UPPERRANCHCO.COM WEB SITE AND THE CONTENT, INFORMATION AND SERVICES PROVIDED THROUGH THE WEB SITE. IT EXEMPTS UPPER RANCH COMPANY SHARED SERVICES, LLC AND OTHER PERSONS FROM LIABILITY OR LIMITS THEIR LIABILITY AND CONTAINS OTHER IMPORTANT PROVISIONS THAT YOU SHOULD READ.

EACH TIME YOU USE THE WEB SITE, THIS AGREEMENT AS IT THEN READS WILL GOVERN YOUR USE. ACCORDINGLY, WHEN YOU USE THE WEB SITE YOU SHOULD CHECK THE DATE OF THIS AGREEMENT (WHICH APPEARS AT THE TOP OF THIS AGREEMENT) AND REVIEW ANY CHANGES SINCE THE LAST VERSION.

This Agreement contains the following provisions:

1. Your Acceptance of this Agreement
2. Scope of this Agreement
3. Changes to this Agreement
4. Permission to Use the Web Site
5. Web Site Communications and Orders
6. Errors
7. No Advice
8. Disclaimer, Liability Exclusion, Liability Limitation, Release and Indemnity
9. Ownership and Permitted Uses of the Web Site
10. Trademark Information
11. Personal Information Privacy
12. Other Sites
13. Linking, Framing, Mirroring, Scraping and Data-Mining the Web Site
14. Termination of this Agreement and the Web Site
15. Governing Law and Dispute Resolution
16. Other Matters

1. YOUR ACCEPTANCE OF THIS AGREEMENT

This is an Agreement between you and all persons you represent (and for purposes of this Agreement, "**person**" includes natural persons and any type of incorporated or unincorporated entity) and Upper Ranch Company Shared Services, LLC ("**URCSS**"), and governs your use of the UpperRanchCo.com web site and the content, information and services provided through the UpperRanchCo.com web site (collectively the "**Web Site**"). This Agreement also provides benefits to URCSS's affiliates, service providers, suppliers and sub-contractors, including various URCSS businesses around the world (collectively "**Affiliates and Providers**").

Each time you use the Web Site you signify your acceptance and agreement, and the acceptance and agreement of all persons you represent, without limitation or qualification, to be bound by this Agreement, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and all persons you represent. If you do not agree with each provision of this Agreement, or you are not authorized to agree to and accept this Agreement, you may not use the Web Site.

2. SCOPE OF THIS AGREEMENT

This Agreement is in addition to and supplements any written agreements that you or any persons you represent have with URCSS or Affiliates and Providers (now or in the future) concerning your dealings with URCSS or Affiliates and Providers generally.

This Agreement and all other agreements that you or any persons you represent have with URCSS or Affiliates and Providers (now or in the future) together constitute the entire agreement regarding your access to and use of the Web Site, and supersede all previous agreements (written, oral or

otherwise) regarding your access to and use of the Web Site. In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any other agreement that you or any persons you represent have with URCSS or Affiliates and Providers (now or in the future), the provisions of this Agreement shall govern regarding your access to and use of the Web Site.

3. CHANGES TO THIS AGREEMENT

URCSS may, in its discretion, change, supplement or amend this Agreement as it relates to your future use of the Web Site from time to time, for any reason, and without any prior notice or liability to you or any other person. You may not change, supplement, or amend this Agreement in any manner.

4. PERMISSION TO USE THE WEB SITE

The Web Site may be accessed and used only by individuals who have: (a) reached the age of majority in their jurisdiction of residence and can form legally binding contracts under applicable law; and (b) accepted this Agreement. Persons using the Web Site must comply with all applicable laws. URCSS may in its discretion refuse permission to access and use the Web Site.

5. WEB SITE COMMUNICATIONS AND ORDERS

The Web Site is a portal and information conduit to other web sites and businesses operated by Affiliates and Providers. Affiliates and Providers may be independent from URCSS, their web sites may have different or inconsistent terms of use or privacy policies, and their services may be provided under different terms and conditions. Your dealings with Affiliates and Providers and use of their web sites are at your own risk, and you shall not make any claim against URCSS arising out of those matters. As between you and URCSS, the provisions of this Agreement under the section headed *Disclaimer, Liability Exclusion, Liability Limitation, Release and Indemnity* apply, with all necessary modifications, to your dealings with any Affiliates and Providers and use of their web sites.

By activating certain links, including order-related links, you may be automatically connected with web sites operated by Affiliates and Providers. If you use the Web Site to initiate communication regarding your staffing needs, the information you submit may be disclosed to, and processed and responded by, Affiliates and Providers.

All communications you submit through the Web Site or email must be true, accurate and complete. URCSS and Affiliates and Providers will rely upon the truth, accuracy and completeness of the communications you submit through the Web Site. If you submit any incorrect or incomplete communications, or if any communications are damaged or distorted during transmission to URCSS, you and all persons you represent will be liable for any loss, damage or additional costs that you, URCSS, Affiliates and Providers, or other persons may incur as a result.

You authorize URCSS and Affiliates and Providers to: (a) accept communications that they receive from you by means of the Web Site or email as if those communications had been given directly by you in writing and signed by you; (b) disclose your communications to any Affiliates and Providers, and URCSS workers by means of the Web Site, email or other communications; and (c) respond to your communications by means of Internet communications, email or other communications. Communications you send to URCSS by means of the Web Site or email are not effective unless and until they are processed by the responsible URCSS representative.

URCSS may refuse to process any communications sent to URCSS by means of the Web Site or email, or may reverse the processing of any communications sent to URCSS by means of the Web Site or email, at any time in URCSS's discretion, and without any notice or liability to you or any other person, including, without limitation, if: (a) URCSS cannot process the communications; (b) the communications violate any provision in this Agreement or any other agreement that you or any other person may have with URCSS; (c) URCSS considers that the communications conflict with any other instructions or agreements with you or any person you represent; or (d) there is an

operational failure or malfunction in connection with the transmission of the communications.

Communications that are submitted to URCSS through the Web site may be answered by anyone in the URCSS staff.

6. ERRORS

URCSS endeavors to provide accurate information through the Web Site. Nevertheless, errors may occur. Accordingly, URCSS reserves the right to change other information available through the Web Site at any time and from time to time without any notice or liability to you or any other person.

7. NO ADVICE

The Web Site is not intended to be a comprehensive or detailed statement concerning the matters addressed; investment, tax, banking, accounting, legal, or other professional or expert advice or recommendations; or an offer or recommendation to sell or buy any stock, bond or other financial instrument or any product or service. You should seek appropriate, qualified professional advice and recommendations before acting or omitting to act based upon any information provided on or through the Web Site.

8. DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION, RELEASE AND INDEMNITY

URCSS and Affiliates and Providers do not accept any liability for your use of the Web Site. For that reason, the following provisions apply to your use of the Web Site.

DISCLAIMER

YOUR USE OF THE WEB SITE IS AT YOUR OWN RISK. THE WEB SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, DURABILITY, AVAILABILITY, TIMELINESS, ACCURACY OR COMPLETENESS, ALL OF WHICH ARE HEREBY DISCLAIMED BY URCSS AND THE AFFILIATES AND PROVIDERS TO THE FULLEST EXTENT PERMITTED BY LAW. THERE WILL NOT BE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. YOU ARE SOLELY RESPONSIBLE FOR OBTAINING, CONFIGURING AND MAINTAINING ALL COMPUTER HARDWARE, SOFTWARE, TELEPHONE SERVICES, AND OTHER EQUIPMENT AND SERVICES NECESSARY FOR YOU TO USE THE WEB SITE.

THE INTERNET IS NOT A SECURE MEDIUM, MAY BE SUBJECT TO INTERRUPTION AND DISRUPTION, AND INADVERTENT OR DELIBERATE BREACHES OF SECURITY AND PRIVACY. THE OPERATION OF THE WEB SITE MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND URCSS'S CONTROL. THE OPERATION OF THE WEB SITE MAY NOT BE CONTINUOUS OR UNINTERRUPTED, SECURE OR PRIVATE.

URCSS AND THE AFFILIATES AND PROVIDERS WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGES SUFFERED BY YOU OR ANY OTHER PERSON AS A RESULT OF ANY FAILURE OR REFUSAL BY URCSS TO GIVE EFFECT TO, OR FOR ANY FAILURE OR DELAY BY URCSS IN RECEIVING, ACCESSING, PROCESSING OR ACCEPTING, ANY COMMUNICATION SENT TO URCSS BY MEANS OF THE WEB SITE OR EMAIL, OR FOR ANY LOSS OR DAMAGES SUFFERED AS A RESULT OF THE OPERATIONAL FAILURE, MALFUNCTION, INTERRUPTION, CHANGE, AMENDMENT OR WITHDRAWAL OF THE WEB SITE OR EMAIL SERVICES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, URCSS AND THE AFFILIATES

AND PROVIDERS MAKE NO REPRESENTATION, WARRANTY OR CONDITION THAT: (A) THE WEB SITE WILL BE COMPATIBLE WITH YOUR COMPUTER AND RELATED EQUIPMENT AND SOFTWARE; (B) THE WEB SITE WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR WILL BE FREE OF ERRORS OR THAT ANY ERRORS WILL BE CORRECTED; (C) THE WEB SITE WILL MEET YOUR REQUIREMENTS; (D) THE INFORMATION CONTAINED IN THE WEB SITE OR DERIVED FROM THE WEB SITE WILL BE ACCURATE, COMPLETE, SEQUENTIAL, OR TIMELY; (E) CERTAIN OR ANY RESULTS MAY BE OBTAINED THROUGH THE USE OF THE WEB SITE; (F) THE USE OF THE WEB SITE, INCLUDING THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS; OR (G) THE USE OF THE WEB SITE WILL NOT INFRINGE THE RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; AND URCSS AND THE AFFILIATES AND PROVIDERS DISCLAIM ANY AND ALL LIABILITY REGARDING SUCH MATTERS TO THE FULLEST EXTENT PERMITTED BY LAW.

LIABILITY EXCLUSION

URCSS AND THE AFFILIATES AND PROVIDERS WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OF USE, LOSS OF PRODUCTION, LOSS OF INCOME OR PROFITS (ANTICIPATED OR OTHERWISE), LOSS OF MARKETS, ECONOMIC LOSS, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OR EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, ARISING FROM, CONNECTED WITH, OR RELATING TO THE USE OF THE WEB SITE BY YOU OR ANY OTHER PERSON, AND REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING BY URCSS OR ANY AFFILIATE OR PROVIDER OR ANY PERSON FOR WHOM URCSS OR AN AFFILIATE OR PROVIDER MAY BE RESPONSIBLE, AND NOTWITHSTANDING THAT URCSS OR ANY AFFILIATE OR PROVIDER MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED BY YOU OR ANY OTHER PERSON.

The exclusion of certain warranties and the exclusion of certain liabilities are prohibited by legislation in some jurisdictions. Such legislative limitations may apply to you.

LIABILITY LIMITATION

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL URCSS OR ANY OF THE AFFILIATES AND PROVIDERS' TOTAL LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, AND COSTS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, AND REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING BY URCSS OR ANY AFFILIATE OR PROVIDER OR ANY PERSON FOR WHOM URCSS OR ANY AFFILIATE OR PROVIDER IS RESPONSIBLE, EXCEED \$100 (US) OR THE AMOUNT YOU PAID TO URCSS FOR THE USE OF THE WEB SITE, WHICHEVER IS LESS.

The limitation of certain liabilities is prohibited by legislation in some jurisdictions. Such legislative limitations may apply to you.

RELEASE

YOU HEREBY RELEASE, REMISE AND FOREVER DISCHARGE EACH OF URCSS AND THE AFFILIATES AND PROVIDERS AND ALL OF THEIR RESPECTIVE FRANCHISEES, PARTNERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INFORMATION PROVIDERS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS, LICENSORS AND LICENSEES, AND ALL OTHER RELATED, ASSOCIATED, OR CONNECTED PERSONS FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE AND KIND WHATSOEVER AND HOWSOEVER ARISING, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER EXIST, WHICH ARISE FROM, RELATE TO, OR ARE

CONNECTED WITH YOUR USE OF THE WEB SITE.

INDEMNITY

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF URCSS AND THE AFFILIATES AND PROVIDERS AND ALL OF THEIR RESPECTIVE FRANCHISEES, PARTNERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INFORMATION PROVIDERS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS, LICENSORS AND LICENSEES, AND ALL OTHER RELATED, ASSOCIATED, OR CONNECTED PERSONS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, EXPENSES AND COSTS, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES AND EXPENSES, INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM OR DEMAND ARISING OUT OF, RELATED TO, OR CONNECTED WITH YOUR USE OF THE WEB SITE OR YOUR BREACH OF THIS AGREEMENT. YOU WILL ASSIST AND COOPERATE AS FULLY AS REASONABLY REQUIRED BY THE INDEMNIFIED PARTIES IN THE DEFENSE OF ANY CLAIM OR DEMAND. ADVICE AND INFORMATION PROVIDED BY URCSS OR THE AFFILIATES AND PROVIDERS OR THEIR RESPECTIVE REPRESENTATIVES, WHETHER ORAL OR WRITTEN, WILL NOT CREATE ANY REPRESENTATION, WARRANTY OR CONDITION OR VARY OR AMEND THIS AGREEMENT, INCLUDING THE ABOVE DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION, RELEASE AND INDEMNITY PROVISIONS, AND YOU MAY NOT RELY UPON ANY SUCH ADVICE OR INFORMATION.

FAIR ALLOCATION OF RISK AND LIABILITY.

YOUR ACKNOWLEDGE AND AGREE THIS AGREEMENT REPRESENTS A FAIR ALLOCATION OF RISK AND LIABILITY.

9. OWNERSHIP AND PERMITTED USES OF THE WEB SITE

Copyright © Upper Ranch Company Shared Services, LLC 2008-2010. All Rights Reserved. The Web Site and all information (in text, graphical, video and audio forms), images, icons, software, designs, applications, calculators, models, data, and other elements available on or through the Web Site are the property of URCSS, Affiliates and Providers and others, and are protected by United States and international copyright, trademark, and other laws. Your use of the Web Site does not transfer to you any ownership or other rights in the Web Site or its content.

The Web Site may only be used in the manner described expressly in this Agreement. In particular, except as expressly stated otherwise in this Agreement, the Web Site may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the express prior written consent of URCSS.

The Web Site may be used only for lawful purposes. The Web Site may be accessed and used only using commercially available, SSL-capable Web browser software.

10. TRADEMARK INFORMATION

UPPERRANCHCO®, UPPERRANCHCO.COM™, the UpperRanchCo Logo, and other marks and logos appearing on the Web Site are registered and unregistered trademarks, trade names and service marks owned or licensed by URCSS. Other product and company names and logos appearing on the Web Site may be registered or unregistered trade names, trademarks and service marks of their respective owners.

Any use of the trade names, trademarks, service marks and logos (collectively "**Marks**") displayed on the Web Site is strictly prohibited. Nothing appearing on the Web Site or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Marks displayed on the Web Site.

11. PERSONAL INFORMATION PRIVACY

URCSS collects, uses and discloses information regarding your use of the Web Site and your personal information in accordance with the Privacy Policy available on the URCSS Web Site. URCSS may change the Privacy Policy from time to time in its discretion without prior notice or liability to you or any other person. By accepting this Agreement, and each time you use the Web Site, you consent to URCSS's collection, use and disclosure of your personal information in accordance with the Privacy Policy as it then reads without any further notice or any liability to you or any other person.

12. OTHER SITES

The Web Site includes links to other web sites or resources and businesses operated by Affiliates and Providers or other persons (collectively, "Other Sites"). Other Sites are independent from URCSS, may have different or inconsistent privacy policies or terms of use, and URCSS has no responsibility or liability for or control over Other Sites, their business, goods, services, or content. Links to Other Sites are provided solely for your convenience. URCSS does not sponsor or endorse any Other Sites or their content or the goods or services available through those Other Sites. Your use of Other Sites and your dealings with the owners or operators of Other Sites is at your own risk, and you shall not make any claim against URCSS arising out of your use of any Other Sites or your dealings with the owners or operators of any Other Sites. As between you and URCSS, the provisions of this Agreement under the section headed *Disclaimer, Liability Exclusion, Liability Limitation, Release and Indemnity* apply, with all necessary modifications, to your access to and use of any Other Sites and their business, goods, services, and content.

13. LINKING, FRAMING, MIRRORING, SCRAPING AND DATA-MINING THE WEB SITE

Links to the Web Site without the express written permission of URCSS are strictly prohibited. The framing, mirroring, scraping or data mining of the Web Site or any of its content in any form and by any method are strictly prohibited.

14. TERMINATION OF THIS AGREEMENT AND THE WEB SITE

If you breach any provision of this Agreement, you may no longer use the Web Site.

URCSS may, at any time and for any reason and in its discretion: (a) change, suspend or terminate, temporarily or permanently, the Web Site or any part of it; or (b) restrict, suspend or terminate (in whole or in part) your permission to access or use the Web Site; all without any notice or liability to you or any other person. If this Agreement or your permission to access or use the Web Site is terminated by you, or by a person you represent, or by URCSS, then: (a) this Agreement and all other then existing agreements between URCSS and any persons you represent will continue to apply and be binding upon you and any persons you represent, jointly and severally, regarding your prior access to and use of the Web Site, and anything connected with, relating to or arising therefrom; and (b) URCSS may continue to use and disclose your personal information in accordance with the Web Site Privacy Policy as amended from time to time.

15. GOVERNING LAW AND DISPUTE RESOLUTION

The Web Site is controlled by URCSS from Aspen, Colorado, United States of America. This Agreement, your use of the Web Site, and all related matters are governed solely by the laws of the state of Colorado, United States of America and applicable federal laws of the United States of America, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its *Commercial Arbitration Rules*, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will be before a single arbitrator. The place of

arbitration will be Aspen, Colorado, United States of America. Notwithstanding the foregoing, you or URCSS may seek injunctive relief from an appropriate court located in Aspen, Colorado prior to or during the arbitration.

Any claim or cause of action you may have arising from, connected with, or relating to your use of the Web Site, this Agreement, or any related matters must be commenced within six (6) months after the claim or cause of action arises, after which time the claim or cause of action is forever barred, regardless of any statute or law to the contrary.

16. OTHER MATTERS

If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Notwithstanding anything herein to the contrary, the following provisions of this Agreement, and all other provisions necessary for their interpretation or enforcement, will survive indefinitely after the termination of this Agreement and remain in full force and effect and be binding upon the parties as applicable: 8 (Disclaimer, Liability Exclusion, Liability Limitation, Release, and Indemnity); 9 (Ownership and Permitted Uses of the Web Site); 11 (Personal Information Privacy); 12 (Other Sites); 14 (Termination); 15 (Governing Law and Dispute Resolution); and 16 (Other Matters). The provisions of this Agreement will inure to the benefit of and be binding upon each of URCSS and Affiliates and Providers and each of their respective successors and assigns and related persons, and you and your heirs, executors, administrators, successors, and personal representatives, and all persons you represent and their respective successors, assigns and related persons. You and the persons you represent may not assign this Agreement or the rights and obligations under this Agreement without the express prior written consent of URCSS, which may be withheld in URCSS's discretion. URCSS may assign this Agreement and its rights and obligations under this Agreement without your consent or the consent of any persons you represent.

No consent or waiver by any party to or of any breach or default by any other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by all parties.

You and any persons you represent (on the one hand) and URCSS and Affiliates and Providers (on the other hand) are independent contractors and no agency, partnership, joint venture, employment or franchise relationship is intended or created by this Agreement or your use of the Web Site.

The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language.

Any rights not expressly granted by this Agreement are reserved to URCSS.

This Agreement is subject to change without notice.