

SPECIALIZED HOME DESIGN ("SPECIALIZED") TERMS OF USE:

EXCEPT AS SET FORTH IN THE FOLLOWING PARAGRAPH, BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE REGISTRATION PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF SPECIALIZED (COLLECTIVELY, THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH EACH AND EVERY TERM AND CONDITION SET FORTH BELOW, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

IN THE EVENT THAT YOU HAVE ENTERED INTO A WRITTEN AGREEMENT SIGNED BY BOTH SPECIALIZED AND YOU (THE "WRITTEN AGREEMENT") THE TERMS OF WHICH SUPERSEDE CERTAIN TERMS OF THIS AGREEMENT, THE WRITTEN AGREEMENT SHALL GOVERN WITH REGARDS TO THOSE TERMS.

Welcome

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 Specialized's website incorporated by reference herein, including but not limited to Specialized's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

1. License Grant

During the term of this Agreement, Specialized hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own use.

All rights not expressly granted to you are reserved by Specialized and its licensors.

2. License Restrictions

You may not access the Service if you are a direct competitor of Specialized, except with Specialized's prior written consent.

You shall not (i) license, sublicense, 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) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) 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. User licenses cannot be shared or used by more than one individual User.

You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Your Responsibilities

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

4. Intellectual Property Ownership

Specialized alone (and its licensors, where applicable) own all right, title and interest, including all Intellectual Property Rights, in and to the Service and the Content. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Content, the Specialized Technology or the Intellectual Property Rights owned or licensed by Specialized. The Specialized name, the Specialized logo, and the product names associated with the Service are trademarks of Specialized or third parties, and no right or license is granted thereto.

By your using the Service, you hereby grant to Specialized the right to identify you as a customer and User of the Service.

5. Confidential Information

Your obligations under this Section 5 with respect to any portion of the Confidential Information (whether received from other sources, including without limitation, from third parties, through permitted reverse engineering or independent derivation), shall not apply to such portion that you can demonstrate through existing documentation: (a) was in the public domain at or subsequent to the time such portion was communicated to you by Specialized through no fault of your own and is not otherwise protectable as a trade secret, (b) was rightfully in your possession, as evidenced by your then existing written records, free of any obligation of confidence at or subsequent to the time such portion was communicated to you by Specialized, (c) was approved for release by Specialized, or (d) independently developed by your employees or agents who did not have access to the Confidential Information and without its use. For purposes of clause (a) of the foregoing sentence, "public domain" shall mean information that is reasonably accessible to the public in a written publication, and shall not include information which is only available by a substantial searching of the published literature or information the substance of which must be pieced together with substantial effort from a number of different publications and sources. A disclosure by you of Confidential Information either (i) in response to a valid subpoena or order by a court or other governmental body, (ii) as otherwise required by law or regulation, or (iii) as necessary to establish your rights under this Agreement, shall not be considered to be a breach of this Agreement by you or a waiver of confidentiality for other purposes; provided, however, you shall provide prompt prior written notice thereof to Specialized to enable Specialized to seek a protective order or otherwise prevent such disclosure. Whether or not a protective order or other such remedy is obtained, or that Specialized waives compliance with the provisions hereof, you agree to furnish only that portion of the Confidential Information which you are legally required to furnish or disclose and to disclose and to exercise your best efforts to obtain assurance that confidential treatment was accorded such Confidential Information.

It is expressly understood and you agree that all Confidential Information, including any related drawings, blueprints, descriptions, or other papers, resumes, documents, tapes, or any other media provided by Specialized hereunder, and all copies and derivatives thereof, shall remain the property of Specialized. The obligations of this Section 5 shall survive any termination of this Agreement.

6. Term; Termination

The term of this Agreement shall begin upon the Effective Date and shall terminate twelve (12) months thereafter, unless terminated earlier in accordance with the provisions of this Section 6 (the "Term"). The Term shall be renewed for additional twelve (12) month terms (the "Renewal Terms") upon completion of the prior Term or Renewal Terms in the absence of either party's written cancellation delivered no less than thirty (30) days prior to the completion of the current Term or Renewal Term.

Any breach of your obligations or unauthorized use of the Service will be deemed a material breach of this Agreement. Specialized, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement.

Upon termination, the license grant granted hereunder shall terminate and you shall cease use of the Service. You shall return to Specialized any documents or materials, including any and all Confidential Information, relating to the Service within thirty (30) days following termination.

7. Representations & Warranties

You and Specialized acknowledge and agree that the Service is experimental in nature and the Service is provided "AS IS, WHERE IS" and may not be functional on any machine or in any environment. In circumstances where patient care and the needs and capabilities of patients are at issue, the Services are to be utilized only in conjunction with the assistance of licensed physical or occupational therapists and/or a qualified medical practitioner (i.e. physician) whose independent judgment is necessary to make recommendations to patients. Specialized is not licensed to provide therapeutic services, and any recommendations taken from the Services shall not be deemed to be medical advice.

You and Specialized further acknowledge and agree that the Service provides an "Image Gallery" depicting home re-design projects and products incorporating examples of universal and accessible home designs. The "Image Gallery" is provided for conceptual and educational purposes only. Specialized does not make any recommendation or warranty regarding the applicability of any re-design project and/or products depicted in the "Image Gallery," and you must obtain independent advice from a designer and/or medical practitioner with regard to the applicability of such projects and/or products for your own purposes and circumstances.

8. Disclaimer of Warranties

SPECIALIZED AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. SPECIALIZED AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS, WHERE IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SPECIALIZED AND ITS LICENSORS.

9. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Specialized and its licensors shall have no liability, obligation or responsibility for any such correspondence,

purchase or promotion between you and any such third-party. Specialized does not endorse any sites on the Internet that are linked through the Service. Specialized provides these links to you only as a matter of convenience, and in no event shall Specialized or its licensors be responsible for any content, products, or other materials on or available from such sites. Specialized provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

10. Indemnification

You shall defend, indemnify and hold Specialized, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) to the extent arising out of or in connection with: (i) any claim stemming from your use of the Services in relation to patient care; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; (iii) a claim arising from the breach by you of this Agreement; or (iv) a claim by any third party relating to or arising out of your use of the Service.

11. Internet Delays

SPECIALIZED'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SPECIALIZED IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

12. Limitation of Liability

IN NO EVENT SHALL SPECIALIZED 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 THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT, 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. IN NO EVENT SHALL SPECIALIZED'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU, IF ANY, IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THEIR ESSENTIAL PURPOSE.

13. Modification to Terms

Specialized 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. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

14. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Specialized but may be assigned without your consent by Specialized 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. Any actual or proposed change in control of you that results or would result in a direct competitor of Specialized directly or indirectly owning or controlling 50% or more of you shall entitle Specialized to terminate this Agreement for cause immediately upon written notice.

15. General

This Agreement shall be governed by Michigan law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Grand Rapids, Michigan to which you hereby submit to personal jurisdiction thereof. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form agreed to by both parties, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Specialized as a result of this agreement or use of the Service. The failure of Specialized to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Specialized in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and Specialized and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

16. HIPAA Disclaimer

In no event shall you insert individual patient identifying information in your use of, or access to, the Service. Compliance with the Health Insurance Portability and Accountability Act ("HIPAA") privacy rules is your responsibility, not the responsibility of Specialized. You shall assist Specialized in avoiding non-compliance with HIPAA by redacting, as necessary, information identifying individual patients within the Service by identifying each patient file by a unique identifier. The individual patient information available to Specialized shall not include patient names, addresses, telephone numbers, however, non-identifying personal information, diagnostic information, course of treatment and test results may be available to Specialized.

17. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith:

"Agreement" means these online terms of use and any materials available on the Specialized website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Specialized from time to time in its sole discretion;

"Confidential Information" means any and all technical and non-technical information related to the subject matter of this Agreement that is transmitted or otherwise disclosed by or on behalf of Specialized to you in connection with this Agreement, in any form, whether or not tangible, either before, on or after the date hereof and that may be reasonably understood from notices or legends, the nature of such information itself or the circumstances of such information's disclosure to be confidential or proprietary to Specialized, which may include, but is not limited to, patent, copyright, trade secret, know-how and proprietary information, audio and digital technologies, circuits, firmware, computer programs, computer code, software source documents, software design and architecture, computer and electronic hardware, testing procedures, product requirements and specifications, features, techniques, drawings, models, inventions, processes, equipment, algorithms and software programs related to the current, future and proposed products and services

of either party, and includes, without limitation, either party's information concerning development, design details and specifications, engineering, financial information, confidential attorney-client communications, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans, the Content and other business plans or information.

"Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service;

"Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date you begin using the Service;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other Intellectual Property Rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"Specialized Technology" means all of Specialized's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Specialized in providing the Service;

"Service(s)" means the specific edition and Content of Specialized Home Design comprehensive home evaluation report via <http://www.shdesigns.net> or another designated web site or IP address, or ancillary online or offline products and services provided to you by Specialized.