



TEAM ONLINE CLIENT SYSTEM (TOCS) TERMS OF USE

Welcome to the TEAM Online Client System (TOCS), presented by The Team Companies, Inc. (TTC) doing business as TEAM. The following terms and conditions govern your use of TOCS and its contents and links.

THESE TERMS AND CONDITIONS OF USE CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU ("YOU" or "YOUR") AND TTC ("WE," "US" OR "OUR"). PLEASE READ THIS AGREEMENT ("AGREEMENT") IN ITS ENTIRETY. BY USING TOCS, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Ownership

TOCS is owned and operated by TTC. All of the content featured or displayed herein, including, without limitation, text, graphics, photographs, moving images, sound, illustrations and software ("Contents"), but excluding Client Data as defined below, is owned by TTC, its subsidiaries, licensors and content providers.

All elements of TOCS, including, without limitation, the design and Content, but excluding the Client Data (defined below), are protected by copyright, trademark and other laws relating to intellectual property rights. TOCS, its Content, excluding the Client Data, and all related rights shall remain the exclusive property of TTC, its subsidiaries or its licensors unless otherwise expressly agreed. Except as explicitly permitted under this or another agreement with TTC or one of its subsidiaries, no portion or element of TOCS or its Content or design may be copied, duplicated, used or retransmitted via any means, except Client Data and reports as permitted hereunder. By using TOCS, You agree to indemnify TTC, its subsidiaries, affiliates and licensors against any losses, expenses, costs or damages incurred by any or all of them as a result of Your breach of the terms of this Agreement or Your unauthorized use of the Content and related rights or the Client Data.

Ownership – Client Data

TOCS provides You with access to data previously provided to TTC by Your employer ("Client") who has authorized Your access to TOCS, as well as data based on, derived from, or processed by TTC therefrom and stored in TTC's proprietary system on Client's behalf ("Client Data"). Client is the owner or legal or recognized custodian of the Client Data, or is in legal possession of the Client Data provided to TTC and has full authority to store and transmit said Client Data, and any reports derived therefrom or based thereon, including, without limitation, downloadable data files, scanned copies of payroll paperwork and other documentation relating to the Client Data, invoice copies, employee information, payroll data, and other reports as may be generated from or by TOCS (the "Reports"), and direct the disposition thereof.

TTC's representations and warranties in respect of the Client Data and Reports are as stated in the applicable Service Agreement between Client and TTC or one of TTC's subsidiaries (the "TTC Agreement"). Client has retained originals and/or copies of all Client Data provided to TTC and will retain such copies for the duration of the Term hereof or as required by law, if applicable.

Confidentiality

You acknowledge that TOCS, any software used to provide the TOCS services, Client Data, Reports, and any other information provided to You or Client by TTC or via TOCS is confidential and proprietary (the "Confidential Information"). You on behalf of Yourself and Client and its Affiliates will take all reasonable

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precautions necessary to safeguard the confidentiality of all such Confidential Information. Neither You nor Client nor its Affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, any part of the Confidential Information to any individual or entity, except to those of Client's employees or consultants who require access for Your or Client's authorized use thereof. You agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information under these Terms of Use and the applicable TTC Agreement. None of the activities for which You or Client use TOCS and/or the Client Data or Reports shall violate any international, federal, state, or local law or regulation, including, without limitation, those relating to individual privacy, or any confidentiality restriction or any proprietary right of a third party. You acknowledge that any unauthorized use or disclosure by You or Client or its Affiliates of TOCS or Client Data or Reports may be illegal under applicable privacy laws and may result in civil or criminal prosecution or incur other liabilities or penalties. TTC will not be liable for any such unauthorized use or disclosure of Client Data and You agree to indemnify and hold harmless TTC and its affiliates, subsidiaries, successors and assigns in respect thereof. If TTC becomes aware of Your or Client's breach or threatened breach of these Terms of Use or any of the Confidentiality provisions hereunder or in the TTC Agreement, TTC may suspend any and all rights granted to You and/or Client with respect to TOCS and shall be entitled to seek any and all applicable legal or equitable relief that may be available to TTC.

TTC acknowledges that Client Data is confidential and proprietary and subject to the confidentiality provisions of the TTC Agreement. TTC will take all reasonable precautions necessary to safeguard the confidentiality of the Client Data and prevent the disclosure of the Client Data to any individual or entity, except to users authorized by Client as well as those employees, consultants and third party service providers of TTC who require access in connection with the provision of the TOCS services. TTC acknowledges that any unauthorized use or disclosure by it of the Client Data may cause irreparable damage to Client. If Client becomes aware of TTC's breach or threatened breach, Client shall notify TTC immediately and if TTC does not remedy the situation within a reasonable time frame, Client shall be entitled to seek any and all applicable legal or equitable relief that may be available to Client.

Disclaimers

TTC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OR MISUSE OF TOCS OR ITS CONTENT, OR THE CLIENT DATA OR ESTIMATES, OR REPORTS, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. THE SYSTEM FUNCTIONS AND CALCULATIONS EMBODIED ON, OR IN THE MATERIALS OF TOCS ARE NOT WARRANTED TO BE UNINTERRUPTED OR WITHOUT ERROR. ESTIMATES ARE BASED ON YOUR INPUT AND ACTUAL COSTS MAY VARY BASED ON THE ACTUAL CIRCUMSTANCES OF PRODUCTION OR USE. TTC DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ALL TYPES OF DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES TO COMPENSATE FOR INTERRUPTION OF SERVICE, LOSS OF USE, ESTIMATE DISCREPANCIES OR ERRORS, OR LOSS OF REVENUES DUE TO INTERRUPTION OF SERVICE, LOSS OF USE OR ESTIMATE DISCREPANCIES OR ERRORS.

Except as specifically stated in these Terms and Conditions of Use or elsewhere within TOCS, or the TTC Agreement, or as otherwise required by applicable law, neither TTC nor its directors, employees, licensors, content providers, affiliates or other representatives will be liable for damages of any kind (including, without limitation, lost profits, direct, indirect, compensatory, consequential, exemplary, special, incidental, or punitive damages) arising out of Your use of, Your inability to use, or the



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performance of TOCS or the Content whether or not we have been advised of the possibility of such damages.

Jurisdiction

This Agreement shall be interpreted, construed and governed by the laws of the State of California, USA. The venue for all disputes arising under this Agreement shall lie exclusively in the Superior Courts of Los Angeles County, California, USA. Users of TOCS agree that any and all disputes arising from the use of TOCS shall be settled by binding arbitration. Notwithstanding the foregoing, however, TTC shall have the right to commence and prosecute any legal or equitable action or proceeding before any non-US court of competent jurisdiction to obtain injunctive or other relief in the event that, in the opinion of TTC, such action is necessary or desirable.

Severability

No action of TTC, other than an express written waiver or amendment, signed by an authorized of TTC, may be construed as a waiver or amendment of any of these Terms and Conditions of Use. In the event that any provision(s) of this Agreement shall be deemed by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, such provision(s) shall be limited or eliminated to the minimum extent necessary and shall not affect or render invalid any other provision hereof.

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