#### IMPORTANT NOTICE: TERMS OF SERVICE AND AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY. THEY SHALL GOVERN YOUR USE OF THE "Brijit Model as a Preservice" AND SITE. IF, AFTER READING THESE TERMS AND CONDITIONS OF USE, YOU WISH TO USE THE "Brijit Model as a Preservice" YOU INDICATE YOUR ACCEPTANCE HEREOF by downloading.

#### TERMS AND CONDITIONS OF USE

The Brijit Model is considered a preservice as a preformulated process subject to content changes by the User. As such, the "Brijit Model as a Preservice" is subject to these terms and conditions of use and all modifications thereto including all rules that may be published on the site from time to time.

#### 1. GENERAL TERMS OF USE

Your use of the "Brijit Model as a Preservice" and Site, including any content contained therein, signifies your understanding and agreement that such use is entirely at your own risk. You agree to use the "Brijit Model as a Preservice" and Site solely for your personal use. There is no guarantee reliability, accuracy, or completeness of the "Brijit Model as a Preservice", Service or Site.

The "Brijit Model as a Preservice" is provided to any user who agrees to be bound to this Agreement and by additional terms that shall be added from time to time (such as payment terms with respect to the Service or any part thereof). Users who violate this Agreement may be barred from using the "Brijit Model as a Preservice". In consideration of your use of the "Brijit Model as a Preservice", and without derogating from the right to charge fees as additional consideration for the Service or any part thereof You agree not to transfer or resell the "Brijit Model as a Preservice", in whole or in part, nor any kitted component, to any third party, or allow unauthorized access to the "Brijit Model as a Preservice", by any third party.

# 2. CHANGES IN TERMS AND CONDITIONS OF USE

Brij Consulting, LLC may change these Terms and Conditions from time to time and at any time, with or without a release of a new version of the "Brijit Model as a Preservice", and without actual notice to you. All such changes to this Agreement will appear on the Site and may provide additional notice of such changes by providing a link from the Service to the Site. You agree that continuing to use the "Brijit Model as a Preservice", Service and/or Site for a period of thirty (30) days after such notice has been posted on the Site for the first time shall constitute your consent to the new or revised set of Terms and Conditions.

# 3. AUTHORIZED PERSONS

You are responsible and liable for any activity by any person who uses the "Brijit Model as a Preservice" through your computer. You agree to immediately notify any unauthorized use of the "Brijit Model as a Preservice" or any other breach of security known or suspected by you.

#### 4. LIMITED LICENSE AND USE POLICY

The "Brijit Model as a Preservice" may have been downloaded from the Site or another authorized web site. If you have downloaded the "Brijit Model as a Preservice" - you acknowledge that payment was made by you for the Model, regardless of the method of delivery, and if payments were made, they were made for services of the Model, made to run exclusively on Microsoft Excel@ 2007 or higher. To ensure the proper functionality and security of the "Brijit Model as a Preservice" always make sure you are using a current and authorized copy of the "Brijit Model as a Preservice" and Microsoft Excel@ 2007 or higher.

The Model is being licensed to you by 'AS IS' basis, for your private personal use only. Except as expressly permitted hereunder, you agree not to extract or harvest any information from any portion of the Model, including without limitation, from any User Profile, or any other portion of the Site, or to reverse engineer, decompile, disassemble, alter, duplicate, make copies of, distribute or provide others with the "Brijit Model as a Preservice", or any information available on, derived or extracted from the Site and/or "Brijit Model as a Preservice" or any part of the foregoing.

Brij Consulting, LLC may, at its sole discretion, limit, deny, or create different levels of use for different users, or cancel some or all of the functionality of the "Brijit Model as a Preservice" or the Service at any time, without prior notice.

### 5. PRIVACY STATEMENT

This statement applies to Brij Consulting, LLC information collection and use policies with respect to use of the Site and "Brijit Model as a Preservice". Amendments to this statement will be posted at this URL and will be effective when posted. Your continued use of this Site or the "Brijit Model as a Preservice" following the posting of any amendment, modification or change to this statement shall constitute your acceptance thereof.

#### THE SITE

We do not request nor collect any personal or non-personal information from Users who simply visit the Site. No "marks" of the company are permitted to be transferred or used.

# THE MODEL

To get started, a User must first download the Model. Before installing some information will be collected via the form. The Model is considered a preservice due to pre-formulation which is subject to change by User of the Model, but does not permit resale or transfer by the User, only personal use is permitted. Template copies are permitted in order to flexibly structure or version the Model, as well as printed or certain electronic release of Summary and or Financial Statements. No "marks" of the company are permitted to be transferred or used.

#### OUR USE OF THE INFORMATION YOU PROVIDE

Brij Consulting, LLC will only use information that is provided in order to provide Users with important information about the "Brijit Model as a

Preservice" (such as upgrades, modifications, etc.) and to announce new products and services available to Users. Except as necessary to perform the functions of the "Brijit Model as a Preservice" and/or Site, Brij Consulting, LLC will not share, sell or lease any personally identifiable information about any User to any unaffiliated third party for any purpose without that User's permission.

### Non-Personally Identifiable Information

Brij Consulting, LLC may use certain non-personally identifiable information provided by Users for the following purposes:

- 1) To create aggregate, non-personal, demographic reports about the Users of the "Brijit Model as a Preservice",
- 2) Provide Users with certain content that may be of interest to that User based on the information the User provides.

#### GENERAL USAGE PATTERNS

Brij Consulting, LLC may gather information related generally to Users' use of the "Brijit Model as a Preservice". This information, which will only be collected and maintained in aggregate, anonymous form, will be used, among other things, to:

- 1) Provide a better understanding of how Users use the "Brijit Model as a Preservice" and the various features thereof;
- 2) Help to create and provide new services and offerings to Users; and
- 3) Conduct and publish aggregate, anonymous, market research results.

#### COOKIES

We do not install or collect information via cookies as a result of our Model

### IP ADDRESSES

Brij Consulting, LLC does not link IP addresses to any personally identifiable information, even if such information is voluntarily provided by a User.

#### CONSENT TO PROCESSING

Users, including without limitation, fully understand and unambiguously consent to the collection and processing of their non-personally identifiable information.

#### OTHER WEB SITES; LINKS

The Site may contain links to other Web sites. Brij Consulting, LLC is not responsible for the privacy practices or the content of such Web sites.

#### 6. USER CONDUCT

Copy or Use: It is illegal to use Information, "Brijit Model as a Preservice" or other material that is protected by copyright or other proprietary or intellectual property right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rights holder.

#### 7. RISKS

THE "Brijit Model as a Preservice" AND SITE MAY BE VULNERABLE TO VARIOUS SECURITY ISSUES AND SHOULD NOT BE CONSIDERED SECURE. BY USING THE "Brijit

Model as a Preservice" AND SITE YOU MAY BE SUBJECT TO VARIOUS RISKS. IF YOU DO NOT WISH TO BE SUBJECTED TO THESE RISKS, YOU ARE ADVISED NOT TO USE THE "Brijit Model as a Preservice" OR SERVICES THEREOF.

# 8. INTELLECTUAL PROPERTY RIGHTS

Brij Consulting, LLC is the sole owner of the "Brijit Model as a Preservice", and Site, including without limitation, all applicable U.S. and non-U.S. copyrights, patents, trademarks, and trade secrets, and other intellectual property rights thereto. Except as otherwise specifically provided in these Terms and Conditions, you may not download or save a copy of the "Brijit Model as a Preservice" or Site or any portion thereof, for any purpose. You may, however, print a copy of individual screens appearing as part of the "Brijit Model as a Preservice" and Site solely for your personal use or records. All title and intellectual property rights in and to the content of any third party web site which may be linked to or viewed in connection with the "Brijit Model as a Preservice" is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants you no rights to use such content except as allowed by such third party.

#### 9. UNSOLICITED MATERIALS

Any unsolicited materials submitted or sent will be deemed to be not confidential or secret. By submitting or sending information or other material you:

- (a) Warrant that you have all rights of any kind to the material and that to the best of your knowledge no other party has any rights to the material; and
- (b) Unless stated specifically otherwise therein, grant Brij Consulting, LLC an unrestricted, perpetual, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute the material, and you further agree that Brij Consulting, LLC is free to use any ideas, knowhow, concepts or techniques you send us for any purpose, without any compensation to you or any other person.

### 10. DISCLAIMER OF WARRANTIES

THE "Brijit Model as a Preservice", SERVICE AND SITE ARE PROVIDED 'AS IS' AND 'AS AVAILABLE,' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITATION OF THE FOREGOING, SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO: (i) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, INTEROPERABILITY, OR CONTENT OF THE "Brijit Model as a Preservice", SERVICE OR SITE; AND (ii) ANY WARRANTIES OF TITLE, WARRANTY OF NON-INFRINGEMENT, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY THE "Brijit Model as a Preservice" OR SITE, INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. Brij Consulting, LLC DOES NOT WARRANT OR GUARANTEE THAT ALL "Brijit Model as a Preservice" VERSIONS SHALL BE PROVIDED WITH SIMILAR GRADES AND LEVELS OF SERVICE, FEATURES, FUNCTIONALITY AND THE ABILITY TO USE THE

"Brijit Model as a Preservice". Brij Consulting, LLC DOES NOT WARRANT OR GUARANTEE (1) THAT ANY PROGRAM WILL BE FREE OF INFECTION BY VIRUSES, ETC, CONTAMINATING OR DESTRUCTIVE PROPERTIES; OR (2) THAT THE FUNCTIONS OR SERVICES PERFORMED BY Brij Consulting, LLC WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE "Brijit Model as a Preservice" AND THE SERVICE WILL BE CORRECTED. IT IS YOUR SOLE RESPONSIBILITY TO ISOLATE THE "Brijit Model as a Preservice" AND INFORMATION, EXECUTE ANTI-CONTAMINATION "Brijit Model as a Preservice" AND OTHERWISE TAKE STEPS TO ENSURE THAT "Brijit Model as a Preservice" OR OTHER INFORMATION OBTAINED FROM THE SERVICE OR OTHER USERS, IF CONTAMINATED OR INFECTED, WILL NOT DAMAGE YOUR INFORMATION OR SYSTEM.

# 11. LIMITATION OF LIABILITY

IN NO EVENT WILL Brij Consulting, LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SUCCESSORS OR ASSIGNS, BE LIABLE TO ANY PARTY (i) FOR ANY INDIRECT, DIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE), OR ANY OTHER DAMAGES ARISING IN ANY WAY OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE SITE, "Brijit Model as a Preservice", OR SERVICE, EVEN IF Brij Consulting, LLC SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE; OR (ii) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN, OR DESTRUCTIVE PROPERTIES OF ANY OTHER "Brijit Model as a Preservice" OR OTHER CONTENT INCLUDED AS PART OF THE SERVICE OR BY THE SITE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. IN NO EVENT WILL Brij Consulting, LLC'S LIABILITY WITH RESPECT TO THE USE OF THE "Brijit Model as a Preservice" AND SERVICE EXCEED THE HIGHER OF (I) ONE HUNDRED (\$100) U.S. DOLLARS, OR (II) THE ACTUAL CONSIDERATION RECEIVED BY Brij Consulting, LLC FOR THE USE OF THE "Brijit Model as a Preservice" AND SERVICE.

# 12. INDEMNIFICATION

By agreeing to use the "Brijit Model as a Preservice" and/or Site, you agree to defend, indemnify and hold Brij Consulting, LLC, its affiliates, officers, directors and employees harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Service or Site or the creation, the placement or transmission of any message, information, "Brijit Model as a Preservice" or other materials through the Service by you or users authorized by You or related to any violation of these Terms and Conditions by You or any user authorized by you.

#### 13. CANCELLATION AND TERMINATION

Brij Consulting, LLC may, at its sole discretion, terminate the license provided hereunder or your use of the "Brijit Model as a Preservice", permanently or temporarily, at any time and without cause. You may at any time cancel your use of the "Brijit Model as a Preservice". Upon cancellation or termination, you will immediately cease all use of any "Brijit Model as a Preservice" and any documentation provided to you and return or destroy all copies thereof. Except as otherwise expressly

provided herein, all sections of these Terms and Conditions which by their nature should survive termination will survive termination, including, without limitation, indemnities, warranty disclaimers, and limitations of liability. Termination is not an exclusive remedy and we reserve all other available remedies in contract, law or equity.

#### 14. LINKED SITES

The "Brijit Model as a Preservice" and Site contain features that may link you to third parties' web sites ('Linked Sites'). These features are provided by only as a convenience. The Linked Sites are not reviewed, controlled or examined in any way and Brij Consulting, LLC is not responsible for the content of any such Linked Sites, or any additional links contained therein. The offering of these features does not imply Brij Consulting, LLC's endorsement of or association with the Linked Sites. It is your sole responsibility to comply with the appropriate terms of service of the Linked Sites as well as with any other obligation under copyright, secrecy, defamation, decency, privacy, security and export laws related to the use of such Linked Sites and any content contained thereon. In no event shall Brij Consulting, LLC be liable to anyone for any damage arising from or occasioned by the creation or use of the Linked Sites or the information or material accessed-through these Linked Sites. Brij Consulting, LLC may at its sole discretion add, change, decline or remove, without notice, any feature or link to any of the Linked Sites from the "Brijit Model as a Preservice" and Service and/or introduce different features or links to different users.

#### 15. PROVISIONS UNENFORCEABLE OR INVALID

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

#### 16. ASSIGNMENT

You shall not transfer, assign, sublicense nor pledge in any manner whatsoever, any of your rights or obligations under this Agreement. Brij Consulting, LLC may transfer, assign sublicense or pledge in any manner whatsoever, any of its rights and obligations under this agreement to a subsidiary, affiliate, or successor thereof or to any third party whatsoever, without notifying you or receiving