



Managed Data Solutions Computer Support and Consulting Privacy Statement

Last Updated 5-18-2009

This Customer Privacy Statement outlines the policy of Managed Data Solutions, LLC ("MDS") and how we will treat any information gathered or provided to MDS in the course of our computer support, network support or any other consulting services for you the customer ("Customer").

1. Customer desires to engage MDS to provide computer support, network support or other consulting services and MDS desires to provide said services, both parties understand and agree that MDS will have access to all information as required by MDS to complete the services tasks to be provided.
2. MDS understands, acknowledges and agrees that any and all information accessed by MDS whether in written, verbal, electronic or any other recorded form tangible or intangible form whatsoever falls with the scope of this policy and constitutes confidential and/or privileged information.
3. MDS agrees to implement all necessary and appropriate steps and measures to maintain the confidentiality of all information, including but not limited to, insuring that MDS shall refrain, in any manner, from directly or indirectly, disclosing or disseminating any information, or communication in any form, to or with any person who is not a verified representative of the customer, without first obtaining written permission from the customer.
4. To comply with applicable laws and lawful governmental requests, MDS may access and disclose any information it considers necessary or appropriate, to comply with such requests. MDS may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. To the extent any inconsistency exists between any terms of this Privacy Statement and MDS's right to disclose under this section, MDS's right to disclose under this section will control.
5. Customer represents and warrants that he/she has full authority to enter into this agreement and is at least 18 years of age. Customer further represents it is not located in or associated with any country subject to United States embargoes or listed on the United States Treasury Departments list of specially designated nationals or listed on the United States Commerce Department denied persons list or entities list.

MDS DISCLAIMS ANY INTENTION TO CENSOR, EDIT OR ENGAGE IN ONGOING REVIEW OR SURVEILLANCE OF COMMUNICATIONS STORED OR TRANSMITTED THROUGH ITS FACILITIES BY CUSTOMERS OR OTHERS. MDS WILL HOWEVER, REVIEW, DELETE OR BLOCK ACCESS TO COMMUNICATIONS THAT MAY HARM MDS, ITS CUSTOMERS OR THIRD PARTIES. THE GROUNDS ON WHICH MDS MAY TAKE SUCH ACTION INCLUDES, BUT IS NOT LIMITED TO, ACTUAL OR POTENTIAL VIOLATIONS OF MDS'S ACCEPTABLE USE POLICY OR OUR HOSTING SERVICES GENERAL TERMS AND CONDITIONS THAT CAN BE FOUND ON OUR WEB SITE AT <http://www.mdatasol.com>.

THE LAWS OF THE UNITED STATES AND THE STATE OF OKLAHOMA GOVERN THIS AGREEMENT, WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN OKLAHOMA COUNTY, OKLAHOMA.