

# End User License Agreement

## IMPORTANT— READ CAREFULLY BEFORE YOU INSTALL, DOWNLOAD, ACCESS, LOGIN OR USE THIS SOFTWARE.

This End User License Agreement (“EULA”) is a legal agreement between You (“You” and “Your” includes a person and/or an individual entity) and **Diversey Inc.** or one of its subsidiaries or affiliated entities (“Company”) concerning the hardware unit (with associated firmware), software as a service solution, or installed software solution which has been leased, licensed or purchased pursuant to that certain commercial master sales agreement entered into by and between Company and the identified “Customer” (hereinafter the “Agreement”). The “Software” is defined in the Agreement and the accompanying schedules, exhibits or appendices, and may include any firmware installed on leased on hardware, a licensed software as a service (SaaS) solution, or a licensed and installed software solution. This EULA is made subject to the terms and conditions of the Agreement. Capitalized terms shall have the meanings assigned to them in the Agreement. In the event of any conflict between the terms and conditions of the EULA and the Agreement, the terms and conditions of the Agreement shall control.

You acknowledge and agree that Your access to the Software is solely based on Your status as an authorized End User of the Customer. For the purposes of this EULA, an “End User” is (a) any employee, contractor or agent of Customer that has been authorized by Customer to use the Software, or (b) any corporate affiliate or franchisee of the Customer, and approved employees or contractors of such affiliate or franchisee or (c) a Customer approved third party (and approved employees or contractors of such third party), with whom Customer has an agreement in which such third party agrees to meet confidentiality and nondisclosure standards that are no less restrictive than Customer itself observes; and, provided further, that Company approves such third party to access and use the Software through the Agreement.

Any termination of the Agreement will immediately terminate Your right as an End User to use the Software. Any termination of Your contractual or employment relationship with the Customer will immediately terminate Your rights to access and use the Software herein. Any violation of the terms and conditions of this EULA will entitle the Company to suspend or terminate Your use of the Software.

The Software includes all component parts, the associated media, any printed materials, any updates, and any “online” or electronic documentation, as applicable. **By accessing, installing, copying or otherwise using the Software, You agree to be bound by the terms of this EULA.** If You do not agree to the terms of this EULA, Company is unwilling to make the Software available for Your use. In such event, You may not access, use or copy the Software. **WRITTEN ASSENT IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS EULA.**

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### 1. License.

#### a. License Grant.

- (i) Subject to the payment of all applicable license fees, and the terms and conditions of this EULA, Company hereby grants to You a limited, non-sublicensable, non-exclusive, non-transferable right to access, use and or receive the benefit of the Software as made accessible with respect to the product or services that has been purchased, licensed or leased (e.g., hardware, SaaS solution, or installed software solution).
- (ii) Where applicable, You will provide registration information, login and activate an account to enable You to use the Software pursuant to the terms of this EULA. Documentation shall include, but not be limited to, any printed materials, “online” or electronic data provided by or obtained from Company with regard to this Software (“**Documentation**”). The Software and Documentation are licensed, not sold. Even though copies of, or access to, the Software may be provided through different formats, such formats do not constitute multiple licenses to the Software. If the Software is licensed as a suite or bundle with more than one specified Software product, this EULA applies to all such specified Software products, subject to any restrictions or

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- b. Installation and Use. Software may be embedded as firmware in any hardware device, and will be included with the delivery of the applicable hardware device. With respect to SaaS solutions or installed software solutions, such Software is licensed for use in a single, cloud or hosted basis within a multi-user or networked environment where the Software installed on such system (the “**System**”) may be made available for access by other computers, workstations, personal digital assistants, pagers, “smart phones,” or such other electronic device for which the Software was designed (“**Customer Devices**”). You may not make access to the Software available to more than the number of specifically named (or numbered) users, utilizing the networked Customer Devices, for which you have obtained a license. The component parts of the Software may not be installed individually or jointly in full or in part on more than one System. Such System, unless otherwise agreed, will be hosted and controlled by Company.

2. Term.

- a. The term of this EULA will run concurrently with the Term of the Agreement. Upon any termination of the Agreement, your rights to use the Software, and Your rights under this EULA, will terminate.
- b. You are responsible for strict compliance with any and all of the terms and conditions of this EULA.
- c. This EULA will terminate automatically if You (or your respective entity which gave you access or permission rights) fails to comply with any of the limitations or other requirements described herein, and such termination shall be in addition to and not in lieu of any criminal, civil or other remedies available to Company. When this EULA terminates, You must immediately cease using the Software and erase or destroy all copies of the Software and the Documentation. You may terminate this EULA at any point by providing written notice and erase or destroy all copies of the Software and the Documentation.

3. Modification and Discontinuance. The licensed Software, and its associated modules or options, are subject to change, revision, modification or discontinuance without notice and without any obligation to You. Company may, at its sole discretion, make bug fixes, updates and/or service packs available. Support and Maintenance services, if applicable and offered, are available at an additional cost to the Customer on behalf of You and other authorized End Users, under the Agreement or a separate agreement.

4. Ownership Rights.

- a. Ownership of Software. The Software and Documentation are protected by United States patent, copyright laws and other intellectual property laws, and international treaty provisions. Company and its third party licensors, if any, retain all title to and, except as expressly and unambiguously licensed herein, all rights and interest in (a) the Software, including, but not limited to, all copies, versions, customizations, compilations and derivative works thereof (by whomever produced) and all related Documentation; (b) the Company trademarks, service marks, trade names, icons and logos; (c) any and all copyright rights, patent rights, trade secret rights and other intellectual property and proprietary rights throughout the world in the foregoing; and (d) all Confidential Information (as defined in herein). You acknowledge that Your possession, installation, or use of the Software does not transfer to You any ownership, title, or registrable interest of any kind to the intellectual property in the Software, and that You will not acquire any rights to the Software except as expressly set forth in this EULA. You agree that all backup, archival, or any other type of copies of the Software and Documentation will contain the same proprietary notices that appear on and in the Software and Documentation.
- b. Submissions/Content. Should You decide to submit any materials to Company via electronic mail, through or to Company website(s), or otherwise, whether as feedback, data, questions, comments, ideas, concepts, techniques, suggestions or the like, You agree that Company may collect and use such content. In addition, you agree that by using the Software, you acknowledge and agree that Company may collect, track or monitor data that is actively or passively collected from your use of the Software. You grant to Company and its assigns a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license, with the right to sublicense, to use, copy, transmit, distribute, create derivative works of, commercialize, display and

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5. Restrictions. You may not rent, lease, sublicense, loan, sell, distribute, market, or commercialize or otherwise exploit any portion of the Software or its components. You may only install and use the Software on hardware which is (a) under Your exclusive control and (b) in the case of hardware performing any server functions, located at premises where You normally conduct day-to-day business operations. You may not transfer any or all of the rights granted to You under this EULA. To the maximum extent this restriction is permitted under applicable law, You may not rename files of, modify, translate, localize, decompile, disassemble, decrypt, reverse engineer, attempt to derive source code from, remove any proprietary notices from, or create derivative works based upon the Software, in whole or in part. You may not duplicate or copy any portion of the Software or Documentation, unless otherwise set forth herein. You may not remove any proprietary notices or labels on the Software, including, but not limited to, the Company and product names wherever they may appear. All rights not expressly set forth hereunder are reserved by Company. Company reserves the right to periodically conduct audits upon advance written notice to verify compliance with the terms of this EULA.
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  - a. Limited Warranty. Company warrants that for thirty (30) days from the date of original purchase, license, or lease firmware stored on hardware devices (if Customer has purchased or leased hardware units) will be free from defects in materials and workmanship.
  - b. Customer Remedies. Company's entire liability and Your exclusive remedy shall be replacement of the defective firmware. To receive replacement of defective firmware, You must receive a return authorization number from Company and return the defective hardware to Company at Your expense with a copy of Your receipt. This limited warranty is void if the defect has resulted from accident, abuse, or misapplication. Any replacement hardware or firmware will be warranted for the remainder of the original warranty period. This remedy is not available to the extent it is prohibited under United States export control laws and regulations.
  - c. Warranty Disclaimer. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, THE SOFTWARE (AND ACCOMPANYING DOCUMENTATION) IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING PROVISIONS, YOU ASSUME SOLE RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND SOLE RESPONSIBILITY FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, COMPANY MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE, VIRUS FREE, OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL SATISFY YOUR SPECIFIC REQUIREMENTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, OF LACK OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, AND LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SOFTWARE AND ASSOCIATED DOCUMENTATION. THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE. THE ENTIRE RISK OF THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE, IF ANY, REMAINS SOLELY WITH YOU. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT**

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- d. **Indemnification.** You agree to defend, indemnify and hold harmless Company and its directors, officers, employees, affiliates, sub-licensees, and agents from and against all claims, defense costs (including reasonable expert and attorneys' fees), judgments and other expenses arising out of or on account of any negligent act, omission, or willful misconduct by You or on Your behalf in (i) the installation or use of the Software or (ii) your compliance or failure to comply with this EULA.
  
  - e. **Data.** **YOU ACKNOWLEDGE THAT ANY DATA ENTRY, CONVERSION OR STORAGE IS SUBJECT TO THE LIKELIHOOD OF HUMAN AND MACHINE ERRORS, MALICIOUS MANIPULATION, OMISSIONS, DELAYS, AND LOSSES, INCLUDING, BUT NOT LIMITED TO, INADVERTENT LOSS OF DATA OR DAMAGE TO HARDWARE OR OTHER MEDIA THAT MAY RESULT IN LOSS OR DAMAGE TO YOU AND/OR YOUR PROPERTY, AND/OR YOUR DETRIMENTAL RELIANCE ON MALICIOUSLY MANIPULATED DATA. COMPANY SHALL NOT BE LIABLE FOR ANY SUCH ERRORS, OMISSIONS, DELAYS, OR LOSSES. YOU ARE RESPONSIBLE FOR ADOPTING REASONABLE MEASURES TO LIMIT THE IMPACT OF SUCH PROBLEMS, INCLUDING BACKING UP DATA, AND ADOPTING PROCEDURES TO IDENTIFY AND CORRECT ERRORS AND OMISSIONS. YOU ARE ALSO RESPONSIBLE FOR COMPLYING WITH ALL LOCAL, STATE, AND FEDERAL LAWS PERTAINING TO THE USE AND DISCLOSURE OF ANY DATA.**
  
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7. **Limitation of Liability.** **UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL COMPANY BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FOR PERSONAL INJURY, LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING A DUTY OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE), AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE, AND GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY BY COMPANY, AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES IN EXCESS OF US \$5000. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

8. Entire Agreement. This EULA expressly supersedes and completely replaces any and all prior end user license agreements. Company shall not be bound by or liable to You for any pre-existing or contemporaneous written or oral representations or warranties, made by anyone, with respect to the Software.
9. Dispute Resolution. Any dispute relating to or arising under this EULA or the use of the Software or its accompanying documentation shall be resolved in accordance with the applicable terms of the Agreement.
10. Severability. If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby.
11. United States Government. The Software and accompanying Documentation are deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable (and as amended or superceded). Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying Documentation by the United States Government shall be governed solely by the terms of this EULA and shall be prohibited except to the extent expressly permitted by the terms of this EULA.
12. Export Controls. You acknowledge that the Software may be subject to export controls imposed by U.S. laws and regulations. During the term of this EULA, You agree to comply with the U.S. Foreign Corrupt Practices Act and with all export laws and restrictions and regulations of the United States Department of Commerce or other United States or foreign agency or authority, and not to knowingly export, re-export, download, or allow the export, re-export or downloading of the Software or Documentation and any underlying information or technology in violation of any such restrictions, laws or regulations to any country (or to any national of such countries) specified in embargo provisions and other applicable provisions of U.S. Export Administration Regulations (or any successor regulations or supplement), except in compliance with all licenses and approvals required under applicable export laws and regulations, including, without limitation, those of the United States Department of Commerce.
13. Confidentiality. You agree that the Software, including, but not limited to, all source and object code components, screen shots and displays, graphical user interfaces, algorithms, formulae, data structures, scripts, application programming interfaces and protocols, and the Documentation (collectively the “**Confidential Information**”) are trade secrets of Company and are owned by Company or, where applicable, its third-party licensors. You agree to retain all Confidential Information in strict confidence at least with the same amount of diligence that You exercise in preserving the secrecy of Your most-valuable information, but in no event less than reasonable diligence. You agree to: (a) only disclose Confidential Information to Your employees and agents to the extent required to use the Software under the terms of this EULA and not to disclose or disseminate the Confidential Information to any third party without the prior written consent of Company, (b) use the Confidential Information solely for Your benefit as provided for herein and not to allow any third party to benefit from the Confidential Information, and (c) bind Your employees and agents, by terms no less restrictive than those set forth herein, to maintain the confidentiality of such Confidential Information, and not use or disclose such information except as permitted under this EULA. Notwithstanding the disclosure of any Confidential Information for any reason, such Confidential Information shall continue to be owned by Company or its licensors. Nothing contained herein shall be deemed to prevent You from disclosing or disseminating Your data, in any format or any report, to whomever You so choose.
14. Miscellaneous. This EULA is exclusively governed by the laws of the United States and the State of North Carolina, without reference to conflicts of law principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This EULA sets forth all of Your rights and is the entire agreement between the parties. This EULA supersedes any other communications with respect to the Software and/or Documentation. This EULA may not be modified except by a written addendum issued by a duly authorized representative of Company. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by a duly authorized representative of Company. You hereby acknowledge a breach of this EULA would cause irreparable harm and significant injury to Company that may be difficult to

ascertain and that a remedy at law would be inadequate. You agree that Company shall have the right to seek and obtain immediate injunctive relief to enforce the obligations under this EULA in addition to any other rights and remedies it may have. If any provision of this EULA is held invalid, the remainder of this EULA shall continue in full force and effect. The controlling language of this EULA is English. If You have received a translation into another language, it has been provided for Your convenience only.

15. Company Customer Contact. If You have any questions concerning these terms and conditions, or if You would like to contact Company for any other reason, please contact us at Diversey, Inc.: 2415 Cascade Pointe Blvd, Charlotte, NC 28208 or via email to: [contact.us@diversey.com](mailto:contact.us@diversey.com).

## APPENDIX 1

### SUBSCRIPTION LICENSE AND ADDITIONAL TERMS

**In addition to the license of the Software, to the extent that You elect to use any of the Company's Software As A Service (SAAS) or other software applications solutions which may be accessed through web hosted or cloud based platforms, then these Subscription License and Additional Terms will apply to You. The Subscription License and Additional Terms are hereby incorporated into the EULA and are further subject to the terms and conditions of the Agreement.**

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2. Submissions. Should You decide to submit any materials to Company via electronic mail, through or to Company website(s), or otherwise, whether as feedback, data, questions, comments, ideas, concepts, techniques, suggestions or the like, You agree that such submissions are unrestricted and shall be deemed non-confidential upon submission. You grant to Company and its assigns a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license, with the right to sublicense, to use, copy, transmit, distribute, create derivative works of, commercialize, display and perform such submissions.
3. Acceptance of Terms. Acceptance of the terms and conditions of the EULA and paying the applicable fees for the use of the Software and Services is a prerequisite to Your right to use such Software and Services. BY CLICKING THE "I ACCEPT" BUTTON OR OTHERWISE EXECUTING THIS AGREEMENT WITH COMPANY, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND ACCEPTED THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT EXECUTE THIS AGREEMENT OR CLICK THE "I ACCEPT" BUTTON AND DO NOT USE THE SOFTWARE AND SERVICES.
4. Acceptance of Web Site Terms of Use and Acknowledgement of Privacy Policy. In connection with your use of subscription license services available through Company Web Sites, You hereby agree to comply with the [Terms of Use](#) for the Company's web sites, and to acknowledge the [Privacy Policy](#). Company reserves the right to update the Terms of Use and Privacy Policy in its discretion. Under applicable law, You may be required to provide an affirmative Opt-In or Opt-Out to enable the Company to perform certain tasks or provide certain services to you or on your behalf. Such requirements are set forth in the Terms of Use and the Privacy Policy.
5. Minimum Age Requirement. The Software and the web site are not available for use by persons under the age of 18 or to any users previously suspended or removed by Company. YOU HEREBY REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND HAVE NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED FROM USING THE SOFTWARE, OR THE COMPANY WEB SITE.
6. Description of Services. Company provides software application solutions for businesses, individuals, and other organizations on customized web sites hosted and maintained by Company). The specific Services purchased by You are set forth in the Agreement. To use the Services, You must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any fees associated with such access. You must provide all equipment necessary to make such connection to the World Wide Web, including a computer and a dedicated Internet access line or other access device. Company is not responsible for and shall have no liability to You with respect to any claims relating to Your ability, or lack thereof, to connect to the Company's network or System and access the Software or Services.
7. Prices/Payments/Contract Term. The fees and charges for the Services are set forth in the Agreement.

8. Termination. You may discontinue use of the Software by notifying Company in writing. Your use of the Software will terminate upon any termination or expiration of the underlying Agreement or upon your violation of the terms hereof.
9. Modifications to or Discontinuation of the Service. Company reserves the right at any time and from time to time to modify, temporarily or permanently, the Company web site (or any part thereof). You acknowledge that Company reserves the right to discontinue offering the Services at the end of the Initial Term or then-current Renewal Term (as such terms are defined in the Agreement). You agree that Company shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Service, under the terms herein.
10. User Conduct and System Integrity. The Services allow You to send electronic communications directly to Company and to third-parties. You agree to comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications, and anti-spam legislation. You will not send any electronic communications from the Service for any purpose, that are unlawful, abusive, harassing, libelous, defamatory, obscene, or threatening.
11. Special Admonitions for International Use. You agree to comply with all local rules regarding online conduct and acceptable content. Specifically, You agree to comply with all applicable laws regarding the transmission of technical data or data containing personally identifiable information exported from the United States or the country in which you reside.
12. Username and Passwords. Your Company username and password are confidential and You may not disclose Your password to or share your username or password with any unauthorized third parties or use Your username or password for any unauthorized purpose. You are responsible for maintaining the confidentiality of Your account information and must immediately notify Company of any unauthorized use of your account or any other breach of security. You will be responsible for all activities that occur under Your password or account. Company personnel will never ask you for your password.
13. Links to Third-Party Sites and Third Party Content. The Company's web site(s) may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Company has no control over such sites and resources, You acknowledge and agree that Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, or services available on or through any such site or resource.
14. Advertising and Promotions. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Company web site(s), or through participation in our mailing lists, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. You agree that Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Company web site(s) or through our mailing list(s).
15. Compliance with Applicable Laws. You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Company web site(s), the Software, and posting and retrieval of Customer content (including without limitation those governing interstate commerce, export control, unfair competition, or false advertising). If there are applicable fees and taxes you incur to buy products and services or access our Services, including without limitation all applicable sales, use, gross receipts, and excise taxes, you are solely responsible for their payment.
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- a. You, and not Company, are entirely responsible for all Customer content that you or your users upload post or otherwise transmit via the Company web site. Such Customer content may include, but shall not be limited to, the following: information, data, text, software, music, sound, photographs, graphics, video, messages, trade-names, trademarks, service names and other proprietary marks or other materials that Customer, Customer Affiliates, and employees, contractors and other end-users of each upload, post or otherwise transmit via the Company's web site(s). Additionally, such content may include Your responses to surveys, comment forms, intake or sign-up forms, customer satisfaction surveys, product evaluation forms.
- b. Company does not control the content posted in the applications You license from the Company and, as such, does not guarantee the accuracy, integrity or quality of such content. You agree that you will be responsible for posting and communicating a privacy policy that is consistent with the terms of use to your users. Company reserves the right to take any action it deems appropriate with respect to posted content. Such action is taken at the sole discretion of Company and may include, but not be limited to, withdrawal or removal of any Customer content without notice or termination of Your rights of use. Company does not make any warranty or representation regarding the accuracy of any content submitted by users or third parties or regarding whether the Content infringes third party intellectual property rights or rights of privacy.
- c. You acknowledge and agree that hardware, SaaS and other Software solutions provided by the Company may monitor, track and collect data relating to Your passive, incidental use of, or interaction with the Software (and related products or services). Such data may include the following: (i) photographs, audio, video, textual or digital data related to your use of the Software, (ii) the entry, or collection, of raw visual, textual and machine data relating to your use of the Software, including (1) data entered or collected from your use of computer workstations, laptop computers, devices and equipment, and web enabled devices which enable an individual to connect to and use the Software, (2) data entered or collected from video enabled equipment which provides audio or video capture of such use.

#### **Additional Product EULAs**

In addition to the EULA, each specific Company Solution (as such term is defined in the Agreement) that you license has certain specific terms applicable to the use of such products and solutions. These following additional terms ("Product EULAs") are hereby incorporated into the EULA and are subject to its terms and conditions. Additionally, the Product EULAs are further subject to the terms and conditions of the Agreement.