

## TERMS OF USE AGREEMENT

THIS TERMS OF USE AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF A COMPLIANCE NETWORKS PORTAL. BY CLICKING THE BOX INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. BECAUSE THIS AGREEMENT IS SUBJECT TO CHANGE AND YOU WILL BE BOUND BY SUCH CHANGES, YOU SHOULD PERIODICALLY REVIEW THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT ACCESS OR USE A COMPLIANCE NETWORKS PORTAL.

### 1. SCOPE

Compliance Networks, L.L.C. (“**Compliance Networks**”) maintains for certain customers (“**End Users**”) of Compliance Networks’ Clients a data viewing website, or Compliance Networks Portal, including related features, products, and services. Compliance Networks may provide access for You to Your Portal Content and Your Portal pursuant to the terms and conditions of this Terms of Use Agreement (“**Agreement**”). This Agreement governs the use of the Compliance Networks Portals and the Compliance Networks Content. You may only use the Compliance Networks Portals and the Compliance Networks Content in accordance with the terms of this Agreement. This Agreement is effective as of the date that You first accept this Agreement by logging in to a Compliance Networks Portal.

### 2. DEFINITIONS

“**Affiliate**” shall mean, with respect to a Party, a person or entity that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with that Party.

“**Client**” shall mean a customer of Compliance Networks that provides access to a Compliance Networks Portal to an End User.

“**Compliance Networks Content**” shall mean all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, and other materials displayed on, contained within, or otherwise associated with the Compliance Networks Portals. Compliance Networks Content may include, but is not limited to, information and metrics concerning purchase orders, distribution center and store receiving, physical audits and inspections, and freight data.

“**Compliance Networks Portals**” shall mean separate data viewing websites, including related features, products, and services, maintained by Compliance Networks for certain End Users.

“**Compliance Networks Technology**” shall mean all methods, methodologies, procedures, processes, know-how, software, algorithms, techniques, and other technology displayed on, used in creating, compiling, or running, or otherwise incorporated into the Compliance Networks Portals.

**“Party” and “Parties”** shall mean one or both, respectively, of You, the End User, and Compliance Networks.

**“Portal”** shall mean a data viewing website, including related features, products, and services, maintained by Compliance Networks for certain End Users.

**“User Content”** shall mean data, images, or other information You place on Your Portal or otherwise deliver to Compliance Networks or Compliance Networks’ Client and data Compliance Networks may gather from You.

**“You” or “Your”** shall refer to the End User agreeing to this Agreement.

**“Your Portal”** shall mean a data viewing website, including related features, products, and services, maintained by Compliance Networks for You, the End User, and which contains Your Portal Content.

**“Your Portal Content”** shall mean information from the Compliance Networks Content that pertains to You and is available for viewing by You in Your Portal. Your Portal Content does not include Compliance Networks Content of other End Users. Your Portal Content may include, but is not limited to, information and metrics concerning purchase orders, distribution center and store receiving, physical audits and inspections, and freight data.

### **3. CHANGES IN THE AGREEMENT AND/OR PORTAL**

**3.1 Changes in this Agreement.** Compliance Networks reserves the right, in its sole discretion, to modify, add or remove any portion of this Agreement, in whole or in part, at any time with prior notice to You at least thirty (30) days before such amendments are to take effect. You agree that notification to You of amendments in the Agreement will be posted to Your Portal, and that such amendments will become effective thirty (30) days after notification is posted to Your Portal and will remain in force prospectively thereafter unless subsequently further modified or changed. Your continued use of Your Portal shall establish Your acceptance of all amendments in this Agreement.

**3.2 Changes to Your Portal.** Your Portal may be modified, revised or upgraded from time to time by Compliance Networks and/or Compliance Networks’ Clients without notice or liability. Compliance Networks and/or Compliance Networks’ Clients may change, suspend, or discontinue any aspect of Your Portal at any time, including, but not limited to: Your Portal Content, services offered, products offered, databases, hours of availability, and equipment or software needed for access or use of Your Portal. Compliance Networks and/or Compliance Networks’ Clients may also impose limits on certain features of Your Portal and/or restrict Your access to parts or all of Your Portal without notice or liability.

#### **4. USE OF PORTAL; PORTAL CONTENT; TRADEMARKS; INTELLECTUAL PROPERTY RIGHTS**

**4.1 Permissible Use.** You and your authorized employees may access, download, and use material displayed on Your Portal for internal business use only in accordance with the terms of this Agreement. You may not make derivative works, distribute, modify or otherwise use Your Portal Content for public or non-business purposes without prior written permission from Compliance Networks and its licensors, as applicable. Your Portal contains names, logos, trademarks, service marks and other intellectual property which may not be used by You for any purpose without prior written permission from Compliance Networks and its licensors, as applicable.

**4.2 Access.** Access to Your Portal is granted in the absolute discretion of Compliance Networks and its Clients, and may be terminated at any time. Access is permitted by user name and password only and each End User must have his/her own unique user name. You are responsible for protecting the confidentiality of all user names and passwords registered to Your account, and You accept responsibility for all actions which occur under such names and/or passwords. If You believe that Your user name or password has been compromised, You must contact Compliance Networks promptly.

**4.3 Accuracy.** While we try to provide accurate and updated information through Your Portal, You acknowledge that Your Portal Information may contain errors or omissions and may not be current.

**4.4 Confidentiality.** You understand that You may receive certain Confidential Information (as defined below) from Compliance Networks and/or its Clients. “Confidential Information” includes Your Portal, Your Portal Content, trade secrets, proprietary rights, financial, sales and marketing data and any other information transmitted via Your Portal. You agree that you will not disclose Confidential Information to any third party. You agree not to use or reproduce such Confidential Information without the prior written consent of Compliance Networks except as otherwise permitted herein. You agree that You will limit access to Confidential Information to those of Your employees who have a need to know such Confidential Information. You agree that upon written request You will return to Compliance Networks any and all written or tangible materials (including all copies) of Confidential Information in Your possession. You acknowledge that the Confidential Information is of a special, unique and extraordinary character, and that a breach of this Agreement by You will cause continuing and irreparable injury to Compliance Networks and its Clients for which monetary damages would not be an adequate remedy. In the event of a breach of this Agreement, in addition to any other legal remedies available, Compliance Networks and its Clients have the right to seek injunctive or other equitable relief without any requirement for the posting of any security or bond.

**4.5 Lawful Use; Portal Content.** Your access to and use of Your Portal is subject to all applicable international, federal, state and local laws and regulations. You represent and warrant that You will not use Your Portal in any manner or for any purposes that are unlawful or

prohibited by this Agreement. Compliance Networks may immediately suspend or terminate Your access to Your Portal if it determines that Your use is or may be unlawful.

The computer servers storing Your Portal Content are located in the United States. You should not transfer any data onto Your Portal from another country if to do so would violate any privacy, data transfer, or data protection laws of the United States or such other country. You agree that You are responsible for complying with applicable privacy, data transfer, and data security laws, and You agree to abide by such laws in connection with Your use of Your Portal.

You may use Your Portal Content and the Compliance Networks Technology only for Your own internal and informational purposes, and You may not copy, modify, reverse-engineer, translate, disassemble, or decompile any of the Compliance Networks Technology. You may not rent or lease the Compliance Networks Technology or use thereof. You may not print copies of Your Portal Content or any other data available on Your Portal without the express written consent of Compliance Networks. You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of Your Portal Content and the Compliance Networks Technology, in whole or in part, for any purpose except the stated contract objectives for which You have engaged the services of Compliance Networks. You may not remove or alter any copyright or other notices on any copy of Your Portal Content or Compliance Networks Technology. You may not transfer, share, outsource, or distribute copies of Your Portal Content or Compliance Networks Technology to third parties. Nothing in this Agreement shall be construed as granting any permission (except as set forth in this section), right, or license in any of the Compliance Networks Content or Compliance Networks Technology. Nothing in this Agreement shall be construed as granting any right of access to Compliance Networks Technology except as expressly set forth in this Agreement.

You agree to refrain from placing on Your Portal: (i) any offensive or unlawful material; (ii) any material unrelated to the services that Compliance Networks has been engaged to perform for You; (iii) any material containing any computer virus, worm, or other malicious code; and (iv) any material that infringes another person's copyright, trade or service mark, patent, or other property right.

Please remember that Your Portal is designed to facilitate the exchange of information between Compliance Networks, its Clients and You. Compliance Networks may delete all or a portion of Your Portal Content or User Content, consistent with Compliance Networks' document retention policies or otherwise, at any time. Although Compliance Networks may endeavor to provide You with advance notice of the deletion of all or a portion of Your Portal Content, You should not assume that Compliance Networks will do so, and You should not consider Your Portal to be a storage, archival, or back-up location or tool with respect to any of Your Portal Content or other information associated with Your Portal.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Compliance Networks Portals, Compliance Networks Content, or Compliance Networks Technology or any business being conducted on the Compliance Networks Portals or any service offered, or to affect the images or data or access of any End User. You may not take any action that imposes an unreasonable or disproportionately large

load on the Compliance Networks Technology, or affects the ability of any other End User to use its Portal.

You hereby grant Compliance Networks and its service providers permission to obtain and use User Content collected from You in connection with the operation of Your Portal and the performance of services for You. In addition, You hereby grant Compliance Networks a non-exclusive and royalty-free license (including but not limited to a copyright license) to use, reproduce, distribute, make derivative works of, perform, and display the User Content and derivative works thereof, along with other data and information that Compliance Networks has concerning You, in connection with the operation of Your Portal and the performance of services for You. All User Content is subject to the Compliance Networks Business Portal Privacy Statement that is posted at Your Portal and in effect at the time such User Content is placed on Your Portal or subsequently amended, provided that, in the event of any inconsistency between the Compliance Networks Business Portal Privacy Statement and this Agreement, this Agreement shall govern.

**4.6 Trademarks.** The trademarks, service marks, and logos used and displayed on the Portals are trademarks of Compliance Networks and others. Elements of Your Portal are protected by copyright, trade dress and other laws and may not be copied or imitated, in whole or in part. No right or license to use any trademark, service mark, logo, graphic, sound, image, or other aspect of Your Portal is granted by this Agreement.

**4.7 Intellectual Property Rights.** All intellectual property rights are fully reserved by Compliance Networks, its Clients and any third-party owners of those rights. Without limiting the foregoing, unless otherwise noted all text, images, graphics, photographs, video clips, designs, icons, sounds, information (including Your Portal Content), data, and other materials and all methods, methodologies, procedures, processes, know-how, software, algorithms, techniques, and other technology displayed, used, or incorporated on Your Portal are copyrights, trademarks, service marks, trade secrets, or other intellectual property or proprietary content owned by Compliance Networks or its Clients, or their licensors.

## **5. LINKS TO AND FROM OTHER WEBSITES**

Some portions of Your Portal may include links to third-party websites. In addition, You may have entered Your Portal via links on other third-party websites. Such links are provided or permitted to exist as a convenience, and Compliance Networks and its Clients are not responsible for the information, advertising, products, services, content, or other material of any third-party website, regardless of whether such third-party website links to Your Portal or is accessible by a link from Your Portal. The inclusion and use of links does not imply sponsorship or endorsement by Compliance Networks of any third-party website.

## **6. DISCLAIMER OF WARRANTIES**

**6.1 General Disclaimer.** ALL PRODUCTS, SERVICES, INFORMATION, COMPLIANCE NETWORKS CONTENT, TEXT, AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH YOUR PORTAL ARE PROVIDED TO

YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPLIANCE NETWORKS AND ITS CLIENTS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF YOUR PORTAL, THE COMPLIANCE NETWORKS TECHNOLOGY, SOFTWARE, MAINTENANCE SERVICES, SUPPORT SERVICES, DELIVERABLES, RESOURCES, EQUIPMENT, COMPLIANCE NETWORKS CONTENT, OR OTHER ITEMS OR SERVICES PROVIDED BY COMPLIANCE NETWORKS UNDER THIS AGREEMENT OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF. WITHOUT LIMITING THE FOREGOING, COMPLIANCE NETWORKS AND ITS CLIENTS DO NOT WARRANT OR REPRESENT THAT YOUR PORTAL WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT YOUR PORTAL AND ITS SERVERS WILL BE FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, OR THAT YOUR PORTAL CONTENT WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPLIANCE NETWORKS AND ITS CLIENTS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF (i) MERCHANTABILITY OR SATISFACTORY QUALITY, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) TITLE, AND (iv) NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE ABOVE, COMPLIANCE NETWORKS AND ITS CLIENTS SHALL NOT BE RESPONSIBLE FOR AND SPECIFICALLY DISCLAIM ALL WARRANTY OBLIGATIONS WHATSOEVER WITH RESPECT TO YOUR NEGLIGENCE OR MISUSE OF YOUR PORTAL, COMPUTER HARDWARE, OR THIRD-PARTY SOFTWARE MALFUNCTIONS, NONCOMPLIANT DATA FORMATS, DATA INPUT ERRORS, OR YOUR FAILURE TO FOLLOW INSTALLATION AND OPERATING INSTRUCTIONS PROVIDED BY COMPLIANCE NETWORKS OR ITS CLIENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF YOUR PORTAL, INCLUDING ALL DATA OR CONTENT VIEWED OR TRANSMITTED THROUGH YOUR PORTAL, IS AT YOUR SOLE RISK.

**6.2 Limitation of Remedies.** In the event Your Portal fails to function properly in accordance with the applicable documentation, Compliance Networks shall use commercially reasonable efforts to repair or replace (at Compliance Networks’ option) the Compliance Networks Technology for such Portal with other technology that functions properly, or in the case of errors in the technology documentation, to correct the documentation so that it correctly represents the performance of the Compliance Networks Technology. Notwithstanding anything in this Agreement to the contrary, if and to the extent that any part of Your Portal is owned by a third party and licensed to Compliance Networks for distribution, You agree (a) to be bound by any terms and conditions of use required by such third party and (b) to look solely to such third party for any warranty concerning such part of Your Portal. THIS SECTION 6.2 SETS FORTH YOUR SOLE REMEDY FOR ANY BREACH OF ANY WARRANTY BY COMPLIANCE NETWORKS OR ITS CLIENTS REGARDING YOUR PORTAL AND THE COMPLIANCE NETWORKS TECHNOLOGY.

## **7. LIMITATIONS ON LIABILITY**

Circumstances may arise when, because of a default on the part of Compliance Networks or its Clients, or other liability, You may be entitled to recover damages from Compliance Networks or its Clients. In each such instance, regardless of the basis on which You are entitled to claim damages from Compliance Networks or its Clients, Compliance Networks and its Clients will only be liable for bodily injury (including death) and/or damage to Your real property caused by Compliance Networks and its Clients. In no event shall Compliance Networks, its agents, licensors, Clients or service providers, or any other person or entity involved in creating, promoting, maintaining, hosting, or otherwise making available any of the Compliance Networks Content, Technology, or other aspect of the Compliance Networks Portals, be liable to You or any other person or entity for any indirect, incidental, special, consequential, punitive, or other such damages, including, without limitation, lost profits or lost revenues, even if advised of the possibility of such damages, including but not limited to any damages associated with: (i) loss of goodwill, profits, Your Portal Content, or other data, or other such losses; (ii) Your use or inability to use Your Portal, any unauthorized use of Your Portal, or any function of Your Portal or failure of Your Portal to function; (iii) any use of information pertaining to You or Your business that is accessed or used by third parties accessing Your Portal; (iv) Your reliance on Your Portal Content; (v) damage to your computer equipment or other property on account of your access to or use of Your Portal or your downloading of information from Your Portal; (vi) the provision of or failure to provide any service through Your Portal; (vii) errors or inaccuracies in the Compliance Networks Content, Technology, or any advertising or other information, software, products, services, and related graphics used, viewed, or obtained through Your Portal; or (viii) any property loss including damage to Your computer or computer system caused by viruses or other malicious code encountered during or on account of access to or use of Your Portal or any third-party website linked to Your Portal. These limitations of liability shall apply regardless of the form of action, whether based in contract, negligence, strict liability, other tort, or otherwise, and even if Compliance Networks or its Clients have been advised of the possibility of any particular damages. To the extent You allege or assert any damages associated with Your Portal which are not excluded by the foregoing, then Compliance Networks' liability (and that of its agents, licensors, Clients or service providers) for such damages SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO A COMPLIANCE NETWORKS CLIENT FOR USE OF YOUR COMPLIANCE NETWORKS PORTAL PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION. Compliance Networks' limitation of liability is cumulative with all Compliance Networks' expenditures being aggregated to determine satisfaction of the limit. You hereby release Compliance Networks and its Clients from all obligations, liability, claims, or demands in excess of this limitation. The Parties acknowledge that each of them relied upon the inclusion of this limitation in consideration of entering into this Agreement. COMPLIANCE NETWORKS' ENTIRE LIABILITY IS SET FORTH IN THIS SECTION 7.

## **8. INDEMNIFICATION**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPLIANCE NETWORKS, ITS AGENTS, LICENSORS, CLIENTS AND SERVICE PROVIDERS, AND THEIR RESPECTIVE AFFILIATES AND SUBSIDIARIES, AND THEIR PAST AND

PRESENT OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, RESULTING FROM YOUR (INCLUDING YOUR EMPLOYEES AND AGENTS OR ANYONE USING YOUR USER NAMES OR PASSWORDS) (1) BREACH OF ANY PROVISION OF THIS AGREEMENT, INCLUDING ANY WARRANTY YOU PROVIDE HEREIN, (2) NEGLIGENCE OR INTENTIONAL MISCONDUCT, (3) TRANSMISSION OF ANY VIRUSES, TROJAN HORSES OR OTHER HARMFUL BUGS OR PROGRAMS, OR (4) OTHERWISE RESULTING IN ANY WAY FROM YOUR USE OF YOUR PORTAL. WITHOUT LIMITING THE FOREGOING, YOU AGREE TO INDEMNIFY AND HOLD COMPLIANCE NETWORKS AND ITS CLIENTS HARMLESS FROM ANY COSTS OR EXPENSES THAT COMPLIANCE NETWORKS MAY SUSTAIN AS A RESULT OF THE PRIVACY, DATA TRANSFER, AND DATA PROTECTION LAWS OF THE UNITED STATES OR ANY OTHER COUNTRY, WITH RESPECT TO ANY USER CONTENT PLACED ON YOUR PORTAL. YOU HEREBY RELEASE AND DISCHARGE COMPLIANCE NETWORKS AND ITS CLIENTS FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED TO ANY UNAUTHORIZED ACCESS TO OR USE OF ANY COMPLIANCE NETWORKS PORTAL OR ANY INACCURACY, ERRORS OR OMISSIONS CONTAINED IN ANY COMPLIANCE NETWORKS PORTAL OR ANY INFORMATION CONTAINED IN OR DISPLAYED THROUGH A COMPLIANCE NETWORKS PORTAL.

## **9. HOW TO CONTACT COMPLIANCE NETWORKS**

Please address correspondence concerning Your Portal to: Compliance Networks, ATTN: Compliance Networks Portal, 14090 Southwest Freeway, Suite 300, Sugar Land, Texas 77478, or You may send an email to [portal@compliancenetWORKS.com](mailto:portal@compliancenetWORKS.com).

## **10. ACCESS TO YOUR PORTAL**

You will be provided with a username and password to access Your Portal. You should take measures to maintain and preserve the confidentiality of Your username and password associated with Your Portal. You agree not to disclose to or share Your username or password with any third parties or use Your username or password for any unauthorized purposes.

You are solely responsible for any liability or damages resulting from any failure to maintain the confidentiality of Your username and password and Compliance Networks and its Clients shall not be liable for any losses that may result from any unauthorized use of Your Portal or failure to maintain appropriate confidentiality measures. You are also solely and fully responsible and liable for all activities that occur under Your Portal account, or using Your username and password. You agree to immediately notify Compliance Networks if You suspect any breach of security such as loss, theft, or unauthorized disclosure or use of any username or password. You agree to exit from Your Portal at the end of each session and to change Your password at least once every three (3) months or as required by Compliance Networks.



You agree to promptly notify Compliance Networks and its Client that provided you access to Your Portal if You are terminated or resign from Your current employment position and are no longer authorized to access Your Portal so that Your access to Your Portal may be disabled.

## **11. TERM; TERMINATION**

### **11.1 Term.**

**11.1.1 Basic Access.** If You have not elected any premium access option, the term of this Agreement shall be on a session by session basis each time you log in to a Compliance Networks Portal. No session shall exceed 24 hours in duration. There is no additional fee for basic access.

**11.1.2 Premium Access.** If You have elected a premium access option, the initial term of this Agreement (“**Initial Term**”) will be the applicable period of time associated with such premium access option at the time You elected such premium access option. If You have elected an automatic renewal option, this Agreement shall be automatically renewed for successive renewal terms equal to the Initial Term unless and until You cancel this Agreement or Compliance Networks cancels this Agreement, and You must cancel this Agreement at least thirty (30) days before the end of the then current term in order to avoid being charged fees associated with a subsequent term. If You have not elected an automatic renewal option, this Agreement shall be automatically terminated upon the expiration of the Initial Term. You may cancel this Agreement by going to Your Portal, selecting “My Account,” and selecting “Cancel Subscription.” You agree to pay Compliance Networks all applicable fees associated with any premium access option You have elected. Payment for the applicable fees for the Initial Term is due immediately upon subscription. Unless otherwise agreed by the Parties, payment for all applicable fees following the Initial Term is due within 30 days after the date of the associated invoice. All fees are non-refundable. In addition to any other remedy that may be available to Compliance Networks, Compliance Networks may disable Your access to Your Portal if You fail to pay any applicable fee when due and for so long as such failure remains uncured.

### **11.2 Ceasing Operations; Termination.**

**11.2.1 Termination.** This Agreement may be terminated as provided herein.

**11.2.2 Ceasing Operations.** Compliance Networks and its Clients shall not have any ongoing obligation to provide the Compliance Networks Portals; thus, Compliance Networks may cease to operate the Compliance Networks Portals at any time and for any reason. Without limiting the foregoing, Compliance Networks and its Clients may cease to provide Your Portal in the event of: (i) any dispute or termination of Compliance Networks’ relationship with You or its Client’s relationship with You; (ii) any dispute concerning ownership or control of Your Portal account; (iii) use of Your Portal account in a manner that Compliance Networks, in its sole discretion, considers improper or unacceptable, or (iv) any violation by You of the terms of this Agreement. Compliance Networks reserves the right to limit the period of time during which Your Portal Content is available on Your Portal. Your Portal should not be viewed as Your backup, archival, or storage service with respect to any User Content or Compliance Networks Content.

**11.2.3 Termination Upon Material Breach.** Either Party may terminate this Agreement in the event that the other Party defaults in a material obligation under this Agreement. The Party electing to terminate this Agreement shall provide the defaulting Party with written notice specifying the nature of the breach, and the defaulting Party shall have the opportunity, for thirty (30) days from the receipt of such written notice, to remedy such default and conform its conduct to this Agreement. If such corrective action is not taken within such thirty (30) day period, this Agreement shall terminate at the end of such thirty (30) day period without further notice or demand.

**11.2.4 Termination Upon Insolvency.** Either Party may terminate this Agreement by written notice to the Other, and regard the other Party as in default of this Agreement, if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated its business, voluntarily or otherwise.

**11.2.5 Return of Software and Documentation.** Within 30 days of termination for any reason, You shall return to Compliance Networks, or destroy all copies of, any Compliance Networks Technology, Content, or confidential information residing on Your computers or in printed form, that are in Your possession or control and, if requested by Compliance Networks, shall certify the return or destruction of the same in writing within three (3) days of such a request.

**11.2.6 Payment Due.** Termination of this Agreement shall accelerate all fees due Compliance Networks and its Clients hereunder of whatever nature. No termination shall excuse Your obligation to pay fees contracted for hereunder.

**11.2.7 Survival.** Sections 4.4, 4.6, 4.7, 6-8, 11.2.5, 11.2.6, 12.8, and 12.12 of this Agreement, and any provision of this Agreement that by its nature should survive, shall survive any expiration or termination of this Agreement.

## **12. GENERAL PROVISIONS**

**12.1 Independent Contractors.** In making and performing this Agreement, the Parties are intended to be and shall at all times act as independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, or employer and employee relationship between the Parties hereto. At no time shall either Party make commitments or incur any charges or expenses for or in the name of the other Party. This Agreement shall not be construed as creating a partnership, joint venture, agency or employment relationship, or as granting a franchise under either federal or state law. This Agreement does not represent or guarantee that Compliance Networks or its clients will purchase any goods, products or services from You.

**12.2 Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been duly given upon hand delivery or upon deposit in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, at the addresses You provide in the online setup of Your Portal account for You and at the following address for Compliance Networks: 14090 Southwest Freeway Suite 300, Sugar Land, Texas 77478.

**12.3 Entire Agreement.** This Agreement embodies the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof. This Agreement in no way alters the terms of other agreements not relating to the subject matter hereof between Compliance Networks, its Clients, and End Users.

**12.4 Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto, and their respective successors and permitted assigns.

**12.5 Assignability.** Compliance Networks may assign this Agreement and its rights and obligations hereunder in its sole discretion. You may not assign this Agreement or the rights or obligations hereunder without the prior written consent of Compliance Networks. A change of control of Your business or a sale of substantially all Your business's assets shall constitute an assignment requiring Compliance Networks' prior written consent. You shall provide notice to Compliance Networks promptly following any change in control. The term "change in control" as used in this paragraph refers to a transaction or series of related transactions in which fifty percent (50%) or more of Your voting securities or the voting securities of Your direct or indirect parent are transferred to any person or group of affiliated persons.

**12.6 Severability.** If any part or provision of this Agreement is or shall be deemed violative of any applicable laws, rules or regulations, such legal invalidity shall not void this Agreement or affect the remaining terms and provisions of this Agreement, and this Agreement shall be construed and interpreted to comport with all such laws, rules, or regulations to the maximum extent possible.

**12.7 Force Majeure.** Compliance Networks shall not be liable for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of Compliance Networks, including without limitation war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw materials, machinery or technical failures.

**12.8 Costs of Suit; Governing Law; Injunctive Relief.**

**12.8.1 Costs of Suit.** If either Party brings any action for relief against the other, declaratory or otherwise, the losing Party shall pay the successful Party a reasonable sum for legal fees and expenses in such action.

**12.8.2 Applicable Law, Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Texas, USA (or applicable federal law) without giving effect to its conflict of laws rules. The Parties submit to the exclusive jurisdiction of the courts located in Sugar Land, Fort Bend County, Texas for the resolution of any disputes between the Parties; provided, however, if and to the extent an enforcement action is commenced solely by a Client of Compliance Networks and Compliance Networks is not a party to such action, You submit to the exclusive jurisdiction of the courts located in the county of the Client's principal office. This Agreement shall be deemed to have been made and entered into in Sugar Land, Fort Bend County, Texas. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY PROCEEDING OVER ANY DISPUTE ARISING UNDER THIS AGREEMENT.

**12.9 Equitable Relief.** The Parties acknowledge and agree that any breach of that Party's obligations hereunder may cause the other Party irreparable injury for which there are no adequate remedies at law and that the other Party shall be entitled to equitable relief in addition to other remedies available to it.

**12.10 Waivers.** The terms of this Agreement may be waived by, and only by, a written instrument executed by the Party against whom such waiver is sought to be enforced.

**12.11 Headings; Certain Terms.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement. The words "include", "includes" and "including" do not connote limitation in any way. Any reference to "writing" or "written" includes fax and email.

**12.12 Publicity.** Compliance Networks shall have the right to list You as a customer of Compliance Networks in press releases, on its web site, in white papers, or in attributed quotes; provided, however, that You (a) shall have been provided an opportunity to review the references and (b) are afforded the right to withhold Your consent to any unreasonable use by Compliance Networks by giving ten (10) days' written notice to Compliance Networks identifying any such unreasonable use.

**12.13 No Third Party Beneficiaries.** The terms and conditions of this Agreement, express or implied, exist only for the benefit of the Parties to this Agreement and their respective successors and permitted assigns. No other person or entity will be deemed to be a third party beneficiary of this Agreement; provided, however, that Clients of Compliance Networks have the right to enforce the terms of this Agreement to the extent it pertains to protection of confidential information or other proprietary rights of such Clients.

**12.14 No Implied Rights or Remedies.** Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give

any person, firm, or corporation, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

This Agreement was last updated on February 10, 2012.

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