

Terms of Use of ComplyTRI



ComplyTRI Subscription Agreement

BY SIGNING THIS AGREEMENT, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF THE COMPLYTRI ONLINE SERVICE (THE "SERVICE") AS PROVIDED BY ENVIRONMENTALWARE, LLC ("ENVIRONMENTALWARE") TO AUTHORIZED USERS THROUGH THE URL ADDRESS [HTTP://WWW.COMPLYTRI.COM](http://www.complytri.com) ("SITE"). THE SERVICE INCLUDES A WEB BROWSER INTERFACE, DATA TRANSMISSION, and STORAGE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE.

1. DEFINITIONS

"Client Software" means Environmentalware software that allows a Device to access or utilize the Service or functionality provided by the Service.

"Device" means a computer, workstation terminal or other electronic device which can be used to access the Internet.

"Effective Date" means the date which you complete the ordering process and are granted access to the Service.

"Facility" has the meaning defined by the Superfund Amendments and Reauthorization Act (SARA) Title III, Section 313.

"Named User" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user IDs and passwords by you or by Environmentalware at your request.

"Reporting Year" has the meaning defined by the Superfund Amendments and Reauthorization Act (SARA) Title III, Section 313.

"Service(s)" means the specific edition of ComplyTRI online customer relationship and related services and Software embodied therein and Client Software identified during the ordering process, developed and operated by Environmentalware and accessible via the internet address <http://https://www.Environmentalwarecrm.com/northamerica/>.

"Software" means collectively the ComplyTRI software and Client Software.

"Subscription Term" and **"Renewal Term"** have the meanings set forth in Section 3 of this Agreement.

"Your Content" means the data and other materials You input for processing onto the Service.

2. LICENSE GRANT

Subject to the terms and conditions of this Agreement, Environmentalware hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable, license to access and use the Service solely for Your internal use. The following additional terms apply for Your use of, or access to, ComplyTRI: (a) You will receive a user ID and password for each Named User, and each Named User may access the Service only using his or her issued user ID and password; (b) the licenses granted herein are personal and specific to Named Users, and no person or entity other than a Named User will access or use the Service without the prior written consent of Environmentalware; (c) You may add Users to access one Facility's information. Each Facility requires a separate license fee. You may use the Service or modify Your information, data and content only through Your user ID and password. You are entirely

responsible for maintaining the confidentiality of Your user IDs and password. You are entirely responsible for any and all activities which occur under Your user ID(s) and password(s), unless the password's confidentiality is breached by Environmentalware's own negligence. You agree to immediately notify Environmentalware of any unauthorized use of Your account or any other breach of security known to You or that which through reasonable diligence should have been known to you.

3. SUBSCRIPTION TERM

This Agreement shall be effective as of the Effective Date. The initial term of the Agreement shall be the Reporting Year identified in this agreement. The service will only be available for the Reporting Year(s) of the agreement. Future Reporting Years will be available when payment is made to Environmentalware. If You are using the Service under a free trial, You have access to the Service at the sole discretion of Environmentalware. You are responsible for strict compliance with any and all of the terms and conditions of this Agreement.

4. FREE TRIAL

If you are using the Service under a Free Trial, you may export data from the Service only if you have paid for one year of service. If You discontinue use of the Service after the Trial Period or the Trial Period ends, whichever is earlier, Your data will remain on Environmentalware's servers for one year for Your convenience should You desire to pay for the Service and make use of the data within that period of time or You would like to recover and download the data for other purposes. However, Environmentalware is under no obligation to continue this practice, there being no consideration paid nor received for it, and You acknowledge that any data left on Environmentalware's servers under any Free Trial shall become the property of Environmentalware and Environmentalware accepts no liability and You hereby waive any and all liability for its destruction, degradation, or alteration. And while Environmentalware agrees to not use the data in any way not otherwise provided in this Agreement, the data will be deleted or destroyed after the one year period. You agree that Environmentalware may terminate any Free Trial at its discretion for any or no reason, however, if a termination of a Free Trial results from a breach of this Agreement, the data retention period will be no longer than thirty (30) days in accordance with Section 15 of this Agreement.

5. PAYMENT

By providing a credit card account number or other account number permitting electronic charge, debit or transfer of funds (collectively "Electronic Payment Method"), You authorize Environmentalware to charge the account number You specified. By providing an Electronic Payment Method for the payment of accrued charges for the Service, You represent that sufficient funds will be available to pay such amounts due. If funds are insufficient or the Electronic Payment Method fails to authorize payment, Environmentalware reserves the right to assess additional and further charges sufficient to offset any fees or charges incurred as a result of securing payment from You or fees or charges assessed by any financial institution due to the attempted transaction. Environmentalware charges and collects in advance for use of the Service. Environmentalware will only bill the credit card upon receipt of the signed credit card authorization form.

6. RULES AND REGULATIONS REGARDING YOUR CONDUCT

You agree to use the Service only for lawful purposes in compliance with all applicable laws, including local laws of the country or region in which You reside or in which You use the Service or Client Software. You may not use the Service to (i) fraudulently represent products or services (ii) send spam or other unsolicited or duplicative messages in violation of applicable laws or (iii) facilitate or aide any of the above activities. You may not store, distribute or transmit (i) obscene, threatening, libelous, or

otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy or intellectual property rights or (ii) materials containing viruses or Trojan horses or tools to compromise the security of other Web sites or devices, tools used to collect email addresses for use in sending unsolicited bulk email, or tools used to send unsolicited bulk mail. You may not post, upload or otherwise distribute copyrighted material without the consent of the copyright holder. You agree that you will comply with all policies and other instructions that we inform you about in relation to Your Content or your use of ComplyTRI.com including our third party hosting provider's acceptable use policy which can be accessed at <http://www.rackspace.com/information/legal/aup.php>.

7. OWNERSHIP RIGHTS

The Service is protected by United States copyright laws and international treaty provisions. As between You and Environmentalware, Environmentalware acknowledges that it claims no proprietary rights in Your Content. Neither Environmentalware nor its third party hosting provider shall access Your Content, other than to the extent necessary to comply with Environmentalware's obligations in this Agreement or as otherwise required by applicable law. As between You and Environmentalware, You acknowledge and agree that Environmentalware, its affiliates and/or its licensors owns all right, title, and interest in and to the Service, the technology and software available on the Service, and all content (including without limitation, any images, text, software, music, sound, photographs, video, graphics, and "applets" incorporated into the Service) except Your Content maintained on the Service, and all copyright, trade secret, patent, trademark and other intellectual property rights therein (collectively, the "Environmentalware Technology"). You acknowledge that Your possession, installation, or use of the Service or Client Software does not transfer to You any ownership, title, or registrable interest of any kind to the Environmentalware Technology and that You will not acquire any rights to the Environmentalware Technology except as expressly set forth in this Agreement.

8. RESTRICTIONS

You may not rent, lease, sublicense, loan, resell or directly or indirectly transfer the Service without written agreement with Environmentalware. You may not provide any access to the Service with the intention to process the data of another entity, unless a license within the correct reporting year has been ordered for that Facility. You may not transfer any or all of the rights granted to You under this Agreement. You may not and You agree not to, or to enable others to, copy (except as expressly authorized by this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Service or Client Software or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a violation of the rights of Environmentalware. You may not remove any proprietary notices or labels on the Service. You may not develop a competitive product to the Service that incorporates any features, functions or graphics from the Service. All rights not expressly set forth hereunder are reserved by Environmentalware.

9. WARRANTIES

Environmentalware represent and warrants that the Service will be provided in a professional manner consistent with industry standards and that the Service will substantially comply with the online documentation at <http://www.complytri.com>. Each party represents that it has the legal authority to enter into this Agreement.

THERE ARE NO OTHER WARRANTIES, LIABILITIES OR REMEDIES PROVIDED BY ENVIRONMENTALWARE, ENVIRONMENTALWARE'S SUPPLIERS OR ANY OTHER THIRD PARTY REGARDING THE SERVICE. OTHER THAN THE FOREGOING EXPRESS WARRANTIES, THE SERVICE AND THE CONTENT THEREIN ARE PROVIDED

TO YOU STRICTLY ON AN "AS IS" BASIS. ENVIRONMENTALWARE 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, ENVIRONMENTALWARE DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

ANY AUTHORIZED RESELLER OF ENVIRONMENTALWARE PRODUCTS OR AUTHORIZED CONSULTANT IS NOT AFFILIATED WITH ENVIRONMENTALWARE IN ANY CAPACITY OTHER THAN AS A RESELLER OF OR CONSULTANT FOR ENVIRONMENTALWARE'S PRODUCTS AND HAS NO AUTHORITY TO BIND ENVIRONMENTALWARE OR MODIFY ANY LICENSE OR WARRANTY. ENVIRONMENTALWARE MAKES NO REPRESENTATIONS, WARRANTY, ENDORSEMENT OR GUARANTEE WITH RESPECT TO THE SKILLS OR QUALIFICATIONS OF ANY AUTHORIZED ENVIRONMENTALWARE RESELLER OR CONSULTANT AND YOU ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE SKILLS AND QUALIFICATIONS OF ANY SUCH RESELLER OR CONSULTANT WITH WHOM YOU ASSOCIATE.

10. LIMITATION ON LIABILITY

IN NO EVENT SHALL ENVIRONMENTALWARE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL ENVIRONMENTALWARE AND/OR ITS OWNERS OR LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE EVEN IF ENVIRONMENTALWARE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. INDEMNIFICATION

You agree to indemnify and hold Environmentalware harmless from and against any and all claims and liabilities, including reasonable attorneys', related to or arising from (i) any breach of Your covenants under this Agreement; (ii) Your use of the Service (iii) any item or service sold or advertised in connection with Your use of the Services; (iv) any defamatory, libelous or illegal material contained within Your Content; or (v) any claim or contention that Your Content infringes any third party's patent, copyright or other intellectual property rights or violates any third party's rights of privacy or publicity.

Environmentalware will defend, indemnify and hold You harmless from and against any and all claims and liabilities related to or arising from any action by a third party against You involving an allegation that the Service directly infringes any copyright, U.S. patent issued as of the Effective Date or trademark right of any third party, provided that (i) you give Environmentalware prompt notice of any such claim, (ii) you provide reasonable assistance and information to Environmentalware in the defense of such claim, (iii) you give Environmentalware sole control of the defense of any such claim and (iv) you have not compromised or settled such claim.

12. DATA STORAGE

Your Data is stored on Environmentalware's servers which are managed by our third party hosting

provider. The maximum disk storage space provided to you at no additional charge is 1 GB. If the amount of disk storage required exceeds these limits, you will be charged the then-current storage fees appropriate for the overage. Failure to make payment for any overage will trigger the termination procedures in Section 15 of this Agreement. Environmentalware reserves the right to establish or modify its general practices and limits relating to storage costs and limits. Your data will remain available to you for download for one year after the expiration of your paid account status or termination of this Agreement. You agree that Environmentalware, its owner(s), licensors, agents or subsidiaries may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to information about your computer, system and application software used to access the Service, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Service, and to verify compliance with the terms of this Agreement. Environmentalware may use this information, as long as it is in a form that does not personally identify you, to provide and improve Environmentalware's products and services. To enable Environmentalware's partners and third party developers to improve their software, hardware and services designed for use with Environmentalware's products and services, Environmentalware may also provide any such partner or third party developer with a subset of diagnostic information that is relevant to that partner's or developer's software, hardware and/or services, as long as the diagnostic information is in a form that does not personally identify you.

13. OPERATION

Environmentalware will use reasonable commercial efforts to ensure that the Service will be accessible to connection from the Internet. THE SERVICE IS ACCESSIBLE VIA THE INTERNET AND THUS IS SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT TO THE OPERATION OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ENVIRONMENTALWARE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. THE SERVICE MAY BE INTERRUPTED BY ROUTINE MAINTENANCE; ENVIRONMENTALWARE WILL USE COMMERCIAL REASONABLE EFFORTS TO MINIMIZE SUCH INTERRUPTION AND SCHEDULE MAINTENANCE AT NON-PEAK HOURS.

14. PRIVACY

Environmentalware's privacy policy is available to you at <http://complytri.com/legal/privacy.aspx> Environmentalware reserves the right to modify its privacy policy in its reasonable discretion from time to time. By subscribing to the Service, you agree to receive periodic announcements from Environmentalware regarding the Service and further agree that Environmentalware can disclose the fact that you are a paying customer.

15. TERMINATION

Environmentalware may terminate this Agreement either on thirty (30) days' written notice to You prior to the expiration of the Subscription Term or any Renewal Term, in which case this Agreement will be deemed terminated as of the end of such term. If you breach Section 2, Section 5 or Section 6 of this Agreement, Environmentalware may in its sole discretion terminate this Agreement and/or Your access to the Service immediately without notice to You and without any opportunity for You to cure such breach. If you breach this Agreement in any other manner, Environmentalware may in its sole discretion terminate this Agreement and/or Your access to the Service following delivery to You of thirty (30) days written notice of such breach and opportunity to cure provided, however, that upon Your third breach of this Agreement for any reason, if You received notice and an opportunity to cure regarding the previous two breaches, Environmentalware may terminate this Agreement and/or your access to the Service immediately, without notice or opportunity to cure. The termination of this Agreement will terminate

Your access to the Service. Environmentalware shall not be liable to You or to any third party for termination of the Service for any reason. The termination of this Agreement does not relieve You of Your obligation to pay (i) any Fees accrued or payable to Environmentalware prior to the effective date of termination of this Agreement and (ii) any Fees owing under Section 4 for the remainder of the term hereof. In accordance with Sections 4 and 12 of this Agreement, upon termination of this Agreement other than for Your breach, Environmentalware will, at Your request, provide You with access to Your data files for one year from the date of termination. If the termination results from Your breach Environmentalware may, after thirty (30) days of such termination of this Agreement, delete your data files from our system. Sections 2, 6, 7, 9, 10, 14 and 15 shall survive expiration or termination of this Agreement.

16. MISCELLANEOUS

(a) Export Control Compliance. You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any content or software subject to restrictions under such laws to a destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization. (b) Independent Contractors. This Agreement does not create any agency, employment, partnership, joint venture, franchise or other similar or special relationship between You and Environmentalware. Neither party will have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other party or its affiliates, whether express or implied, or to bind the other party or its affiliates in any respect whatsoever. (c) No Assignment. Your rights and obligations under this Agreement shall not be transferred or assigned directly or indirectly without the prior written consent of Environmentalware. (d) Severability. If any provision of this Agreement is found to be illegal or unenforceable, such provision will be deemed modified to conform to applicable laws or regulations, or if it cannot be so modified without materially altering the intent of the parties, it shall be stricken and the remainder of the Agreement shall continue in full force and effect. (e) Applicable Law, Jurisdictional Matters. This Agreement and all matters related thereto shall be construed in accordance with the laws of the State of Texas, except those rules relating to conflicts of laws. Any action or proceeding arising out of or related to this Agreement shall be brought only in a court located in Travis County, Texas. Each party expressly consents to the jurisdiction of such courts. (f) Force Majeure. The delay or inability of a party to perform its obligations hereunder when required (other than financial obligations including payment of amounts due), if caused by events of Force Majeure, as defined herein, shall not constitute a breach or default and shall not subject such party to liability to the other so long as such Force Majeure event exists. Force Majeure events shall include, without limitation, civil disturbances, epidemics, natural disasters, wars, acts of terrorism, acts of God and all other such events outside the control of the parties that make it impossible for one party to comply with its obligations hereunder. (g) Waiver. No delay or failure by either party to exercise any right, power or remedy accruing upon any breach, default or noncompliance under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of such or any subsequent breach, default or noncompliance. (h) Entire Agreement; Amendment. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous agreements, communications, representations and understandings (both written and oral) regarding such subject matter. Except as expressly provided herein, this Agreement may only be modified by a written document executed by both parties. (i) Notices and Electronic Communications. All notices permitted or required under this Agreement may be sent by e-mail, fax, express mail, mail, or registered mail to the e-mail address, fax number, or address most recently provided and will be effective upon transmission.

ENVIRONMENTALWARE CUSTOMER CONTACT

If You have any questions concerning these terms and conditions, please call 855-255-9067, or write to us at: Environmentalware, 13706 N. Hwy 183, Suite 200; Austin, TX 78750-1839

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