

WEBSITE TERMS OF USE

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These Terms of Use, the Privacy Policy and all other documents referenced herein govern the relationship between you, the Website visitor and/or member (“you”) and StratusWorX with respect to your use of this Website. You agree that the agreement formed by these Terms of Use is binding like any written, negotiated agreement signed by you, and you agree to be bound by, and fully comply with, its terms. You represent and warrant that you have all necessary right, power and authority to enter into this agreement and to perform and otherwise discharge all of your obligations hereunder.

We reserve the right at any time to change: (i) these Terms of Use; (ii) this Website, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content or feature or data or service on or available through this Website or the hours that they are available; (iii) any fees or charges, if any, related to the use of this Website; and (iv) the equipment, hardware or software required to use and access this Website.

Any changes we make to these Terms of Use will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on this Website. Your continued use of this Website after such notice will be deemed acceptance of such changes. You should return to this Website periodically to ensure you are familiar with the most current version of these Terms of Use.

You may not interfere with the security of, or otherwise abuse this Website or any system resources, services or networks connected to or accessible through this Website. You may only use this Website for lawful purposes.

StratusWorX does not knowingly or intentionally collect Personal Data (as defined in our Privacy Policy) from children under the age of 13. This Website is directed at adults and is intended for use only by adults over the age of 13. If you are under the age of 13, you may not submit any Personal Data to StratusWorX at or through this Website, and you should consult with an adult for assistance in using this Website.

1. JURISDICTION

If you are residing in a jurisdiction that restricts the ability to enter into agreements such as set out in these Terms of Use, you may not enter into this agreement or use this Website.

Furthermore, if you are residing in a jurisdiction where it is forbidden by law to participate in the activities or services offered by this Website, you may not enter into this agreement or use this Website. By using this Website you are explicitly stating that you have verified in your own jurisdiction if your use of this Website is allowed.

We make no representation that materials in this Website are appropriate or available for use in all locations. Those who choose to access the Website do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

We reserve the right to limit the availability of the Website, materials, or other products described or offered thereon to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such services, materials, or other product provided.

2. PRIVACY

StratusWorX is committed to respecting the privacy of the Personal Data of the individuals with whom we interact. We have developed a Privacy Policy to describe our privacy practices and how we collect, use and disclose the Personal Data of those individuals who visit this Website. Please see our Privacy Policy, www.stratusworx.com/privacy, for further information.

3. MEMBERS

In order to access and use certain services available on this Website, you must open and maintain an account (“Account”) with us. If you do not agree to these Terms of Use, you shall not have the right to use such services.

During the registration process we will collect Personal Data that may include (but is not limited to) your name, email address, password, and business address. Your information may be used by us:

- to verify your eligibility to create and to maintain your Account and to use features of the Website limited only to registered users;
- to ensure that your Account, including your email, is unique;
- to enable us to provide certain security and privacy safeguards;
- to deal with security, debugging and technical support issues;
- to protect ourselves and others from abuse; and
- As permitted in our Privacy Policy.

All of the information you provide to us or that we collect from you in connection with your use of the Website will be governed by these Terms of Use and our Privacy Policy. You agree at all times to: (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and update your information (including your e-mail address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we may terminate your Account and your ability to use this Website and, in our sole discretion, to report you to the appropriate authorities.

You understand and agree that, in addition to the foregoing restrictions, we reserve the right to change, remove, alter or delete any username at any time and for any reason in our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer your right to use or access this Website via your username or password to any third person.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

You agree to notify us immediately of any unauthorized use, theft or misappropriation of your account, username, or password. We shall not be liable for any loss that you incur as a result of someone else using your username or password, either with or without your knowledge.

You acknowledge and agree that StratusWorX is not responsible for the conduct of users in the interactive areas of StratusWorX's websites. STRATUSWORX SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, LIABILITY, CLAIMS, SUITS, COSTS, EXPENSES, DAMAGES (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, OR OTHER CAUSE OF ANY KIND BASED UPON OR RESULTING FROM ANY MATERIAL OR CONTENT POSTED IN THE INTERACTIVE AREAS OF STRATUSWORX'S WEBSITES. You acknowledge and agree that you may be exposed to content that you may find offensive, indecent or objectionable and, that in such respect, you use StratusWorX's websites at your own risk.

4. CODE OF CONDUCT

You are solely responsible for the content of any communications by you with third parties, including any communications about, concerning or through this Website.

You agree that you will not attempt to, nor permit any third party to, enter restricted areas of StratusWorX's computer systems or perform functions that you are not authorized to perform pursuant to these Terms of Use. StratusWorX may, without notice, temporarily suspend your, or any other party's access to this Website, (including, without limitation, any specific areas hosted within this Website) by deactivating any password(s) or links to the Internet if we reasonably suspect that you, or any other parties, are obtaining unauthorized access to our other systems or information, or are using otherwise valid user identifications or passwords in any other unauthorized manner. These suspensions will be for such periods of time as StratusWorX may in its sole discretion determine is necessary to permit the thorough investigation of such suspended activity.

While using this Website you agree to comply with all applicable laws, rules and regulations (including, but not limited to, export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation). We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of this Website.

WE CANNOT AND DO NOT ASSURE THAT OTHER USERS ARE OR WILL BE COMPLYING WITH THE FOREGOING CODE OF CONDUCT OR ANY OTHER PROVISIONS OF THESE TERMS OF USE, AND, AS BETWEEN YOU AND US, YOU HEREBY ASSUME ALL RISK OF HARM OR INJURY RESULTING FROM ANY SUCH LACK OF COMPLIANCE.

5. AVAILABILITY

While we endeavor to keep downtime to a minimum, we do not guarantee that this Website will be uninterrupted, secure or error-free. We reserve the right to interrupt/suspend this Website, or any part thereof, with or without prior notice for any reason and you shall not be entitled to any refunds of fees for interruption of this Website.

6. CURRENCY OF WEBSITE

StratusWorX updates the information on this Website periodically. However, StratusWorX cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on this Website. StratusWorX may revise, supplement or delete information, services and/or the resources contained in this Website and reserves the right to make such changes without prior notification to past, current or prospective visitors. Contact your StratusWorX sales representative for verification of prices, specials and dates of promotions.

7. LINKED WEBSITES

This Website may provide links to third party websites for your convenience only, including, without limitation, links to third parties that sell our products and social media sites such as Facebook, Twitter, LinkedIn, and YouTube. The inclusion of these links does not imply that StratusWorX monitors or endorses these websites or their respective practices. StratusWorX does not accept any responsibility for such websites. StratusWorX 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 the use of or the reliance upon any information, content, goods or services available on or through any third party websites or linked resources. These Terms of Use and our Privacy Policy do not apply to your use of any third-party websites, so be sure to review any applicable terms and policies of third-party sites.

8. INTERNET SOFTWARE OR COMPUTER VIRUSES

Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this Website. Due to the ability to share certain content and materials, computer viruses or other destructive programs may also be inadvertently downloaded from this Website.

StratusWorX shall not be responsible or liable for any software, computer viruses or other destructive, harmful or disruptive files or programs that may infect or otherwise impact your use of your computer equipment or other property on account of your access to, use of, or browsing on this Website or your downloading of any of User Materials or other content from this Website. StratusWorX recommends that you install appropriate anti-virus or other protective software.

9. OFFERINGS

StratusWorX provides you with the ability to purchase or access a variety of product and service offerings made available by StratusWorX and various third-party providers (“Offerings”) both directly from StratusWorX and through resellers and distributors. **EACH OFFERING MAY BE SUBJECT TO OFFERING-SPECIFIC TERMS OF USE AND/OR PRIVACY POLICIES, WHICH MAY SUPERCEDE THE TERMS OF THESE TERMS OF USE. STRATUSWORX ENCOURAGES YOU TO CAREFULLY READ THE TERMS OF USE AND/OR PRIVACY POLICY OF ANY OFFERING BEFORE ACCESSING OR USING THAT OFFERING.**

10. SWEEPSTAKES, CONTESTS AND GAMES

Any sweepstakes, contests, and games that are accessible through this Website are governed by specific rules. By entering such sweepstakes or contests or participating in such games you will become subject to those rules. We urge you to read the applicable rules, which are linked from the particular activity, and to review our Privacy Policy which addresses our commitments in respect of the information you submit in

connection with such sweepstakes, contests, and games. These promotions may be administered by third parties and additional terms and policies may apply to specific promotions.

11. OUR MATERIALS

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You are solely responsible for obtaining and maintaining any necessary consents or permissions from any third party whose information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any User Materials or any communications involving the use of this Website and agree to obtain and maintain all such consents or permissions.

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IN NO EVENT WILL STRATUSWORX, ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THIS WEBSITE, THE MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, OUR TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THIS WEBSITE OR THE MATERIALS IN ANY MANNER WHATSOEVER IS LIMITED TO TEN (\$10.00) US DOLLARS.

THE CONSIDERATION BEING PAID HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR US TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY US, WE WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT CHARGING SUBSTANTIALLY HIGHER FEES.

SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

15. INDEMNIFICATION

You agree to, upon request, defend, indemnify and hold harmless StratusWorX, its affiliates, and their respective directors, officers, employees, shareholders, partners, or agents from any and all liabilities, claims, demands, losses and expenses, including attorneys' fees, which arise directly or indirectly from, or relate to: (1) any breach of these Terms of Use for which you are responsible; (2) any User Materials submitted by you or through your Account; or (3) your use of this Website or transmission of any materials or other content through this Website. We reserve the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such matter without our prior written consent. This indemnification section will survive any termination or expiration of these Terms of Use.

16. CONTACTING STRATUSWORX

If you need to contact us regarding this Website or these Terms of Use, please e-mail us at legal@stratusworx.com. You can also contact us via mail addressed to StratusWorX, 6701 Koll Center Parkway, Pleasanton, CA 94566, USA.

17. YOUR COMMENTS

Feel free to email your comments, suggestions and feedback (“Comments”) to StratusWorX at the e-mail addresses provided in this Website. You agree with respect to any Comments you provide, via e-mail or otherwise, that: (i) have no obligation concerning such Comments; (ii) such Comments are non-confidential; (iii) we may use, disclose, distribute or copy such Comments and may use any ideas, concepts or know-how contained in such Comments for any purpose and without restriction or obligation to you and without payment of any royalties to you; and (iv) such Comments are truthful and do not violate the legal rights of others.

18. ACCESS RELATED TO ALLEGED VIOLATIONS

To ensure that we provide a high quality experience for you and for other users of this Website, you agree that we may access your Account and all information and any records related thereto on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of this Website, and you agree to give us full access to your Account and all information and records related thereto without the need for additional authorization and without any claim to privacy or other rights to such Account and related information and records.

We do not intend to disclose the existence or occurrence of such an investigation unless required by law or if requested by law enforcement officials, but StratusWorX reserves the right to terminate your Account or your access to this Website immediately, with or without notice to you, and without liability to you, if we believe you have violated any of these Terms of Use, furnished false or misleading information, or interfered with use of this Website by others.

19. MISCELLANEOUS

These Terms of Use are governed by and construed in accordance with the laws of the State of California and the United States of America, without regard to their respective principles of conflicts of law. You agree to the exclusive personal jurisdiction by the federal and state courts located in Santa Clara, California, United States of America, in any matter arising from or related to these Terms of Use and your use of the Website and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

These Terms of Use set out the entire agreement between us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements between us. These Terms of Use are not assignable, transferable or sub-licensable by you except with our prior written consent. These Terms of Use provide only for the use of this Website. These Terms of Use shall not be construed as a teaming, joint venture, or other such arrangement, unless the parties expressly and explicitly execute an agreement to that effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title

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