

*** END USER LICENSE AGREEMENT ***

IMPORTANT: PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THIS APPLICATION.

Section 1 – Definitions

“Agreement” shall mean the terms and conditions set forth in this document; (a) “Accept” means the acceptance of the terms of this Agreement; (b) “User” means you and your organization; (c) Applications means the Carbon Footprint Calculator Application, computer hardware and/or software, converted data, system interfaces, databases and documentation that are provided by TechR2 and implemented by the user; (d) “Documentation” means the technical and user documentation to be provided by TechR2 in the English language; (e) “Improvements” means any improvements, updates, variations, modifications, alterations, additions, error corrections, enhancements, functional changes or other changes to the Licensed Computer applications and Documentation, including, without limitation: (i) improvements and upgrades to improve software efficiency and maintainability; (ii) improvements and upgrades to improve operational integrity and efficiency; (iii) timely updates to tax and other tables, and calculation and report programs to ensure compliance with all applicable federal, provincial and local laws or other regulatory or lawful requirements; (iv) functional improvements or changes which support legislated, regulatory or other lawful requirements; (v) changes or modifications to correct errors; and (vi) additional licensed computer programs to otherwise update the Licensed Computer Programs; (f) “Licensed Computer Programs” means those computer software programs identified as Applications; (g) “Maintenance Access Period”, unless otherwise specified in the Agreement, means an uninterrupted time period of a minimum of nine (9) consecutive hours each day, between 8:00 a.m. and 5:00 p.m. EST, during which TechR2 shall have personnel available to receive requests for maintenance services and provide the maintenance services in accordance with the Agreement;

Section 2 LICENSE

2.01 Agreement

By clicking on the I agree button on the Carbon Footprint Calculator Application ("Application") containing this software, you agree that this User License Agreement (EULA) is a legally binding and valid contract and agree to be bound by it. You agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement. You further agree that it is your responsibility to periodically review the terms and conditions of the Agreement on the Carbon Footprint Calculator Application ("Application") for any updates and revisions.

2.02 Prior Agreement

Unless you have a different license agreement signed by you and TechR2, your use of the Application indicates your acceptance of this license agreement and warranty.

2.03 Grant

Subject to the terms of this Agreement, TechR2 grants to you a limited, non-exclusive, non-transferable license, without right to sub-license, to use the Application in accordance with this

Agreement and any other written agreement with TechR2. TechR2 does not transfer the title of the Application to you; the license granted to you is not a sale. This agreement is a binding legal agreement between TechR2 and the purchasers or users of the Application.

TechR2 makes no assurance that its computer servers and systems will continue to be operated or configured in such a way that allows an Application created by You to continue to be able to connect to TechR2 using the methods described in the Materials. TechR2 reserves the right to make changes in its computer servers and systems, in whole or in part, for any reason and without limitation, including the right to terminate your use of the Application or any services offered in connection therewith. In addition, TechR2 may upgrade or modify the Materials and/or TechR2 Applications and such upgrades or modifications may necessitate that you make changes to your internal hardware and software systems in order to continue using your Application to connect to TechR2. You acknowledge that your failure to make any such change or upgrade may result in you being unable to continue using or distributing an Application to or on behalf of an End User.

2.04 Refusal of the agreement

If you do not agree to be bound by this agreement, do not click on the I Agree button and do not use the Application.

Section 3 COMPLIANCE ADDENDUM

3.01 You acknowledge that your Carbon Footprint Calculator Application contains NIST, ISO and current industry requirements that when implemented and assessed properly enable you and your organization to best protect PII, PHI, PFI, PCI and intellectual property. You also agree that the start of the Carbon Footprint Calculator Application is commitment to TechR2 for compliant data destruction. It is imperative that any hard drives, data tapes or other media devices that contain PII, PHI, PFI, PCI and intellectual property is processed properly and that the Carbon Footprint Calculator Application is utilized to discover any vulnerabilities in the policies, procedures, execution of work, verification and management oversight. You further acknowledge that the Carbon Footprint Calculator Application is the property of TechR2 and must not be tampered with.

Section 4 DISTRIBUTION

4.01 Distribution

The Application and the license herein granted shall not be copied, shared, distributed, re-sold, offered for re-sale, transferred or sub-licensed in whole or in part except that you may make one copy for archive purposes only. For information about redistribution of the Application contact TechR2.

Section 5 USER AGREEMENT

5.1 Use

Your license to use the Application is limited to the number of systems that you are currently using to properly execute data destruction and recycling with TechR2. You shall not allow other people who do not have a valid TechR2 username and password to use, copy or evaluate copies of the Application.

5.2 Use Restrictions

You shall use the Application in compliance with all applicable laws and not for any unlawful purpose. Without limiting the foregoing, use, display or distribution of the Application together with material that is pornographic, racist, vulgar, obscene, defamatory, libelous, abusive, promoting hatred, discriminating or displaying prejudice based on religion, ethnic heritage, race, sexual orientation or age is strictly prohibited.

Each licensed copy of the Application may be used on one single computer location by one user. Use of the Application means that you have loaded, installed, or run the Application on a computer or similar device. If you install the Application onto a multi-user platform, server or network, each and every individual user of the Application must be licensed separately.

You may make one copy of the Application for backup purposes, providing you only have one copy installed on one computer being used by one person. Other users may not use your copy of the Application. The assignment, sublicense, networking, sale, or distribution of copies of the Application are strictly forbidden without the prior written consent of TechR2. It is a violation of this agreement to assign, sell, share, loan, rent, lease, borrow, network or transfer the use of the Application. If any person other than yourself uses the Application registered in your name, regardless of whether it is at the same time or different times, then this agreement is being violated and you are responsible for that violation!

5.3 Copyright Restriction

This Application contains copyrighted material, trade secrets and other proprietary material. You shall not, and shall not attempt to, modify, reverse engineer, disassemble or decompile the Application. Nor can you create any derivative works or other works that are based upon or derived from the Application in whole or in part.

TechR2's name, logo and graphics file that represents the Application shall not be used in any way to promote products developed with the Application. TechR2 retains sole and exclusive ownership of all right, title and interest in and to the Application and all Intellectual Property rights relating thereto.

Copyright law and international copyright treaty provisions protect all parts of the Application, products and services. No program, code, part, image, audio sample, or text may be copied or used in any way by the user except as intended within the bounds of the single user program. All rights not expressly granted hereunder are reserved for TechR2.

You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under Your username and password or account. TechR2 reserves the right to change access credentials without prior notice if TechR2 deems that it presents a security matter. You agree to immediately notify TechR2 of any unauthorized use of Your username, password or account or any other breach of security.

For the purpose of verifying Your compliance with this Agreement, you agree to allow TechR2 to track and monitor your use. You agree not to block or interfere with such tracking or monitoring. In the occurrence you fail to comply with this requirement, you agree that TechR2 shall have the right to use any available technical means to overcome such blocking or interference.

By agreeing to this Agreement, you acknowledge and agree that You (i) assume all responsibility for compliance with, and are in compliance with all laws and regulations of the United States or the country in which You received the Materials regarding export, re-export and import of the Materials and any related or underlying information, technology, process, product or service and (ii) will not export or re-export the Materials.

5.4 Limitation of Responsibility

You will indemnify, hold harmless, and defend Techr2, its employees, agents and distributors against any and all claims, proceedings, demand and costs resulting from or in any way connected with your use of Techr2's Applications.

In no event (including, without limitation, in the event of negligence) will Techr2 , its employees, agents or distributors be liable for any consequential, incidental, indirect, special or punitive damages whatsoever (including, without limitation, damages for loss of profits, loss of use, business interruption, loss of information or data, or pecuniary loss), in connection with or arising out of or related to this Agreement, the Application or the use or inability to use the Application or the furnishing, performance or use of any other matters hereunder whether based upon contract, tort or any other theory including negligence.

Techr2's entire liability, without exception, is limited to the customers' reimbursement of the purchase price of the Application (maximum being the lesser of the amount paid by you and the suggested retail price as listed by Techr2) in exchange for the return of the product, all copies, registration papers and manuals, and all materials that constitute a transfer of license from the customer back to Techr2.

5.5 Warranties

Except as expressly stated in writing, Techr2 makes no representation or warranties in respect of this Application and expressly excludes all other warranties, expressed or implied, oral or written, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose.

5.6 Governing Law

This Agreement shall be governed by the law of the United States and the State of Ohio, excluding its conflict of laws provision. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of United States and the State of Ohio, excluding its conflict of laws provision therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

5.7 Termination

Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease use of the Application and destroy all copies of the Application supplied under this Agreement. The financial obligations incurred by you shall survive the expiration or termination of this license.

Section 6. DOWNTIME AND SERVICE SUSPENSIONS

You agree that your admission to and use of the Applications may be curtailed or interrupted for a period of time for maintenance or modification and for any other reason, including as a result of power outages, system failures or other interruptions. TechR2 can, without any liability, suspend access to any portion or all of the Applications at any time for scheduled downtime to permit TechR2 to conduct maintenance or make modifications.

Section 7. DISCLAIMER OF WARRANTY

THIS APPLICATION AND THE ACCOMPANYING FILES ARE SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED. THIS DISCLAIMER CONCERNS ALL FILES GENERATED AND EDITED BY the Application AS WELL.

Section 8. CONFIDENTIALITY

You shall be bound by an obligation of strict confidence to TechR2 in respect of any Confidential Information disclosed by or on behalf of TechR2 or developed by TechR2 for the user

You shall not disclose, either directly or indirectly, any such Confidential Information, or any part thereof, to any person except as is specifically contemplated in this Agreement; and use any such Confidential Information, or any part thereof, for any purpose, except as is specifically contemplated within this Agreement, without the prior written consent of TechR2 and on terms and conditions satisfactory to TechR2 in its sole discretion.

The obligations of confidentiality and non-use set out above shall not apply to any Confidential Information which is in the public domain, without such disclosure being as a result, directly or indirectly, of a breach of the obligations of confidentiality by TechR2 or its officers, agents, employees or subcontractors; was known to you prior to its disclosure to you by TechR2, the reasonable proof of which lies upon you; is released or disclosed to the public by TechR2; or is released or disclosed to the public as a result of the ordinary operation of the business to be carried out as contemplated under this Agreement.

You acknowledge that the Applications provided by TechR2 under this Agreement contain Confidential Information belonging to TechR2. You shall not sublicense, distribute, transmit, reverse engineer, decompile, disassemble or otherwise divulge, directly or indirectly, by any means or any form, the Applications, or any portion thereof, without the prior written consent of TechR2. You shall take all reasonable steps necessary to ensure that the Applications, or any portion thereof, that are made available or disclosed to you or to any of your employees or to any other person. If you breach this this section, and if you have not remedied the breach within thirty (30) days after written notice from TechR2, TechR2 shall be entitled to terminate this Agreement by notice in writing given to you. Upon such termination, you shall deliver to TechR2 all material furnished by TechR2 pertaining to the Application and shall warrant in writing that all copies thereof have been returned to TechR2 or destroyed. You agree that in addition to all other remedies upon a breach of this Section, TechR2 shall be entitled to seek an injunction or other equitable relief against the continuance of such breach whether or not TechR2 has given notice to you of the breach and whether or not the thirty (30) days have expired after notice is given.

Section 9 – TRAINING

You agree to take provided web-based training and receive a passing score to maintain the Techr2 security compliance with industry and local security requirements. Security certification is dated and may require periodic retesting.

Section 10. CONSENT OF USE OF DATA

You agree that Techr2 may collect and use information gathered in any manner as part of the product support services provided to you, if any, related to the Application. Techr2 may also use this information to provide notices to you that may be of use or interest to you.

Section 11. FEEDBACK.

In the event you agree to submit recommendations to improve the Applications provided by Techr2, your feedback is highly regarded, however, your transmission, when added to the Applications will become the property of Techr2 without any compensation for you. You hereby irrevocably assign all right, title and interest in the Feedback to TechR2.

Section 12. NOTICES.

unless otherwise specified herein or otherwise agreed to by the parties in writing, any notice required to be given hereunder must be given in writing and delivered by postage-paid mail, personally, by prepaid courier, by fax or by other electronic means, addressed to the appropriate party as follows:

12477 Broad St SW
Pataskala, OH 43062
P | 614-322-2222

Any notice provided herein shall be deemed to have been given as follows:

if delivered by mail, seventy-two (72) hours after the mailing thereof, Saturdays, Sundays and statutory holidays excepted, provided that if there shall be, prior to the time of mailing or the actual receipt of a notice, a threatened or actual postal strike or other interruptions that might affect the delivery of the notice by mail, then such notice shall be delivered personally, by courier, by fax or by other electronic means; if delivered personally or by courier prior to 2:00 p.m. (time of receipt) on a Business Day, on the day of delivery; if delivered personally or by courier at or after 2:00 p.m. (time of the recipient) on a Business Day or on a day that is not a Business Day, on the next Business Day; if sent by fax or other electronic means on a Business Day, and the sending party obtains confirmation that all of the pages of the notice have been successfully transmitted before 2:00 p.m. (time of the recipient), on that Business Day;