

## Terms and Conditions

Welcome. These terms and conditions govern any end user's access to the software or software as a service (including but not limited to its source code, executable applications, web-based software services or applications, application programming interfaces, accompanying or related documentation, network, components, files, audio-visual content and related licensed materials such as keys and documentation) (the "Services") available either through a link or as a downloadable file provided by SPIDAWEB LLC ("SPIDA"). **By using SPIDA's Services, including any trial version of the Services, you are agreeing to these terms and conditions (these "Terms of Use").** Please read them carefully.

**Note:** These Terms of Use govern your access to and use of the Services. If you have previously executed a separate license agreement with SPIDA (the "SPIDAWEB Agreement"), the terms of the SPIDAWEB Agreement apply and take precedent over the following Terms of Use. If not, these Terms of Use apply.

The term "you" as used in these Terms of Use means the person or entity using the Services and identified in the applicable billing statement, online subscription process, order form or Statement of Work as the customer. If you are accepting these Terms of Use on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these Terms of Use; (ii) you have read and understand these Terms of Use; and (iii) you agree, on behalf of the party that you represent, to these Terms of Use.

### 1. LICENSE.

1.1 **Grant of License.** The Services are owned by SPIDA or a SPIDA supplier, and are copyrighted and licensed, not sold. Subject to these Terms of Use, SPIDA grants you a limited, nontransferable, non-assignable and nonexclusive license to use the Services only in the United States and Canada.

1.3 **Permitted Use.** You may use the Services only during the License Term (as defined herein), and for the Services' intended purpose. Only you and your employees or authorized personnel reporting directly to you may use the Services ("Authorized Users"). You may access and/or install the Services on the number of computers equal to or less than the number of seat licenses purchased and the Services may only be installed on your own computers that are part of your computer network (including portable computers).

1.4 **Third-Party Software.** You are solely responsible to procure and maintain your own computing equipment, operating systems, and supporting application software (such as, but not limited to, a PDF file viewer) which may be necessary to access and use the Services.

1.5 **Maintenance.** Unless otherwise provided in a SPIDA quote or order form, the Services do not include maintenance. You may purchase maintenance at SPIDA's then-current fees separately.

### 2. YOUR OBLIGATIONS.

2.1 **Restrictions.** Unless otherwise provided for in these Terms of Use, you may not directly or indirectly:

- (a) Use the Services to provide services to third-parties, for service bureau use, outsourcing, renting or time-sharing;
- (b) Allow any party other than you or your Authorized Users to access the Services;
- (c) Sell, rent, sublicense, transfer or assign the Services;

- (d) Copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Services or any component of such applications;
- (e) Use the Services as a whole, or any of its components, as a basis for the creation of another software product or service that has the same or similar functionality as the Services.
- (f) Use unauthorized modified versions of the Services, including (without limitation) for building a similar or competitive product or service or for obtaining unauthorized access to the Services;
- (g) Export or re-export the Services in violation of any United States export law or regulation; or
- (h) Use the Services in violation of these Terms of Use, applicable laws and regulations, or in violation of any third-party rights.

2.2 **Delays.** SPIDA is not in breach of these Terms of Use or any milestone for delays caused by you. In the event of any such delay by you (a) all of SPIDA's deadlines are extended as necessary and (b) you will continue to make timely payments of all license fees as specified in any applicable SPIDA order form.

### 3. **LICENSE FEES.**

3.1 **Fees.** You agree to pay the fees as specified in an applicable SPIDA quote or order form ("**Fees**"). You will make the first payment of fees upon execution of these Terms of Use if applicable. Unless otherwise provided in an order form, all other payments shall be made no later than thirty (30) days from the date of invoice issued by SPIDA.

3.2 **Past Due Accounts.** SPIDA may assess an additional 1.0 percent late charge (or the highest amount allowed by law, whichever is higher) per month if your payment is received more than 30 days from the date of the invoice. You are liable for any fees, including reasonable attorney and collection fees, incurred by SPIDA in its efforts to collect any remaining balances from you. If you fail to pay any amounts past due, SPIDA may suspend performance under the Terms of Use until such past due amounts and late charges are paid.

3.3 **Taxes.** You agree to pay all applicable sales, use and any other taxes imposed by a federal, state, provincial, local or other government entity that are based on your use of the Services, excluding taxes based on SPIDA's income (collectively, "**Taxes**").

### 4. **PROPRIETARY RIGHTS.**

4.1 **SPIDA Ownership.** SPIDA and its third-party suppliers retain all worldwide right, title and interest in and to the Services and all Intellectual Property Rights embodied in the Services. "**Intellectual Property Rights**" means all rights in or to any intellectual property, including patents, trademarks, copyrights, trade secrets, and any derivative works. Nothing in these Terms of Use gives you any ownership rights to the Services.

4.2 **Security.** You agree to secure and protect the Services and copies thereof in a manner consistent with the maintenance of the proprietary rights of SPIDA, including without limitation, accessing or hosting the Services in a secure environment with limited access. You are solely responsible for (i) maintaining the confidentiality and security of its access credentials (e.g., User IDs), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access

information, used by you to access the Services. You will indemnify SPIDA for any breach of your obligations under this Section.

4.3 **Audit.** SPIDA, or its designee(s), shall, during regular business hours at your offices and in such a manner that does not interfere with your normal business activities, have the right to inspect and audit, or have an inspection and audit, of the number of copies of Services used by you to assure your compliance with these Terms of Use. If any audit discloses underpayments, you will pay the Fees applicable to the additional usage of the Services and (b) bear all the costs of the audit.

## **5. CONFIDENTIAL INFORMATION.**

5.1 **Confidentiality.** You will not use any Confidential Information of SPIDA except as expressly permitted in these Terms of Use or as expressly authorized in writing by SPIDA or as otherwise provided by law. You agree to use the Confidential Information solely in connection with the performance of these Terms. You will limit disclosure of any Confidential Information to your directors, officers, employees, agents or representatives who have a need to know such information in connection with these Terms of Use.

5.2 **"Confidential Information"** means all trade secrets, know-how, non-public technical information, designs, computer software, and other proprietary information or data disclosed to you by SPIDA or incorporated in materials or products provided to you by SPIDA and marked or indicated to be confidential. "Confidential Information" does not include any information that you can demonstrate is: (a) rightfully known prior to disclosure; (b) rightfully obtained from a third Party authorized to make such a disclosure; (c) independently developed by you; (d) publicly available; or (e) disclosed by court order or as otherwise required by law.

5.3 **Disclosure Required by Law.** You may disclose Confidential Information if required by applicable law to do so, provided that you must use all reasonable efforts to advise SPIDA in writing prior to making such disclosure, and will disclose Confidential Information to the minimum extent required to comply with such requirement.

## **6. TERM.**

6.1 **Term.** Unless otherwise provided below or in an order form, these Terms of Use and any associated licenses expire in one (1) year (the "**License Term**").

6.2 **Trial Version.** SPIDA may grant you access and use of a trial version for thirty (30) days. There is no right to renew or extend the term for a trial version.

6.3 **Termination.** Either party may terminate these Terms of Use for the breach of any material term by the other party if such breach remains uncured for fifteen (15) days after receipt of written notice, describing in reasonable detail the nature of the breach. Such termination shall be in addition to any other remedies that may be available to the non-breaching party. SPIDA may terminate these Terms of Use automatically with no further action, if you breach any material obligation respecting SPIDA's proprietary rights

## **7. LIMITATION OF LIABILITY.**

7.1 **NO SPECIAL DAMAGES.** SPIDA AND ITS REPRESENTATIVES, LICENSORS, SUCCESSIONS OR SUPPLIERS SHALL HAVE NO LIABILITY TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE OR OF DATA, REVENUE OR ANTICIPATED SAVINGS.

7.2 **Limitations.** In no event will SPIDA's liability to you for damages exceed the fees paid by you, if any, to SPIDA under these Terms of Use.

## **8. WARRANTIES AND DISCLAIMERS.**

8.1 **Mutual Warranties.** Each Party warrants to each other (a) that it has the right and authority to perform under these Terms of Use and (b) neither these Terms of Use nor such Party's performance of its obligations hereunder will place such Party in breach of any other contract or obligation and will not violate the rights of any third party.

8.2 **Disclaimers.** SPIDA PROVIDES THE SERVICES UNDER THESE TERMS OF USE "AS IS." EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, SPIDA EXPRESSLY DISCLAIMS AND WAIVES ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **9. INDEMNIFICATION.**

9.1 **Indemnification.** SPIDA agrees to indemnify and hold you harmless from and against claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees, to the extent directly caused by its negligent acts or willful misconduct.

**10. GENERAL.** You may not assign any of your rights or delegate any of your obligations under these Terms of Use without the consent of SPIDA, which consent will not be unreasonably withheld. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of SPIDA and their respective successors and assigns. These Terms of Use may be modified only in writing signed and/or authenticated by each Party. THE LAWS OF OHIO GOVERN THESE TERMS. EACH PARTY AGREES TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF OHIO AND VENUE IN FRANKLIN COUNTY, OHIO. All notices must be in writing and refer to the title and Effective Date of these Terms of Use. The parties are independent entities. These Terms of Use do not create an employment, agency, partnership or joint venture relationship. Any provision of these Terms of Use that is held to be unenforceable in any jurisdiction shall be removed and the remaining terms will stay in force and effect. Except for your obligation to make payments under these Terms of Use, neither Party will be in breach of these Terms of Use for any failure or delay in performance caused by reasons beyond its reasonable control, caused by the other Party or by an act of God, war, civil disturbance, court order, or other cause beyond its reasonable control, including without limitation failures or fluctuations in power, heat, light, air conditioning or telecommunications equipment. Unless the Parties have executed a SPIDAWEB Agreement, these Terms of Use constitute final and complete agreement between the parties regarding the subject matter herein. These Terms of Use may be executed electronically and in counterparts. .

Last Updated 19 June 2019