

Agility Recovery Solutions, Inc.
Terms Of Use

Updated February 22, 2021

This page details the terms of a legal agreement (the "Terms of Use") between you and Agility Recovery Solutions, Inc., also acting on behalf of its subsidiaries and affiliates, (collectively "Agility"). By accessing or using i) an Agility website; ii) software including or making reference to these terms; or iii) any text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, audio, video, artwork, computer code, information, data and material (collectively the "Services"), you acknowledge and irrevocably represent that you have read and understood the Terms of Use and you voluntarily and irrevocably accept and agree to be bound by the Terms of Use. You also agree to comply with all laws and regulations applicable to the use of the Services.

If you do not agree with these Terms of Use, do not use the Services. If you, or the entity through which you were provided a log-in ID and password to the Services or subscribed to the Services by way of executing a written agreement, in the form of an addendum, order form or otherwise, ("Agreement"), then these Terms of Use shall be supplemental to such Agreement, and use of the Services is subject the terms of the Agreement in addition to these Terms of Use. By accessing the Services, you acknowledge that you have read and are bound by the Agreement (if you require a copy of the Agreement please contact your company's contract administrator). If you are entering into this agreement on behalf of a company or legal entity, you represent that you have the authority to bind such entity to these Terms of Use, in which case the terms "you" and "your" shall refer to such entity.

Agility reserves the right to vary, amend, remove or add to the Terms of Use at any time. Such modifications shall be effective immediately. Your continued access and use of the Services following the posting of modifications to the Terms of Use shall constitute your acknowledgement and acceptance of such modifications. If, at any time, you do not wish to accept the Terms of Use, you must immediately cease to access or use the Services. Any additional terms, conditions or modifications to these Terms of Use that are proposed by you shall be of no force or effect unless and until expressly agreed to by Agility in writing.

1. License

You acquire absolutely no rights or licenses in or to the Services other than the non-exclusive, non-transferable, limited right to utilize the Services for your own internal business purposes in accordance with these Terms of Use.

2. Restrictions on Use

You will not in connection with your use of the Services: (a) violate any applicable local, state, national or international law, statute, ordinance, rule or regulation; (b) interfere with or disrupt the computer networks of Agility or attempt to do so; (c) forge headers or in any manner manipulate identifiers in order to disguise the origin of any information; (d) download, upload, post, transmit, publish, or distribute any material that infringes, violates, breaches or otherwise contravenes the rights of Agility or any third party, including any copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (e) interfere with or disrupt the use of the Services by any other customer or user or

reverse look-up, trace or seek to trace any information on any other user of or visitor to the Services, or any other customer of Agility, including any Agility account not owned by you; (f) probe, scan or test the vulnerability of the Services or any network connected to the Services or attempt to gain unauthorized entry or access to the computer systems of any other person or entity; (g) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services, Agility's systems or networks, or any systems or networks connected to this website or to Agility; or (h) download, upload, post, transmit, publish or distribute any material or information that constitutes or encourages conduct that would constitute a criminal offence, give rise to other liability, or otherwise violate applicable law.

You may not use any linking, deep-linking, framing or page-scraping technology, robots, spiders or other automatic devices, programs, algorithms or methodologies, or any similar or equivalent manual processes, to access, acquire, copy, distribute, display or monitor any portion of the Services or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Services, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Services.

Unless provided otherwise in an Agreement, you hereby agree and acknowledge that you are expressly prohibited from: (i) making available all or any portion of the content to any other person or entity, except as expressly permitted in these Terms of Use or in an Agreement; (ii) creating derivative works from the Services; and (iii) using the Services in the provision of any services to third parties. In addition, you shall not distribute, transfer, sub-license, rent, lend, transmit, sell, re-circulate, repackage, assign, lease, resell, publish, copy, translate, convert, decompile, reverse engineer, alter, enhance, disassemble, modify, or change all or any portion of the Services.

You shall not use the Services to develop, support, or create any database or product that competes directly with the Services or any other Agility product or service offered in the marketplace, or would create a functional substitute for any such Agility products or content.

You may download and use certain content that is purposely and expressly made available by Agility for downloading from the Services (such as product sheets or articles), provided that you: (i) do not remove any proprietary notice or disclaimer language in any copies of such documents, (ii) use such information only for your informational purposes and do not copy or post such information on any networked computer or broadcast it in any media, (iii) make no modifications to any such information, and (iv) do not make any representations or warranties relating to same.

3. Modification of Services

The Services are subject to modification by Agility to make changes that Agility determines in good faith are required or desirable. Agility may also make changes to the Services without notice, provided such changes affects all similarly situated users of the Services. You may receive subsequent releases of the Services that Agility makes available to its other customers of the Services at no additional cost. No modification shall include an upgrade in features or functionality Agility licenses under a separate agreement or for an additional cost.

4. No Advice

The Services are available only for the purpose of providing general information on workplace disaster preparedness response protocols, techniques and training. You should not rely on the Services and the information and resources contained in the Services as a replacement or substitute for any professional, financial, legal or other advice or counsel.

5. Delivery and Security

You shall solely be responsible for any and all necessary equipment and connections from your own computer systems to the Agility systems that will allow for access to the Services. Agility shall have no responsibility for any such equipment or connections. You shall ensure that you have implemented security systems and procedures to prevent the unauthorized access to or misuse or disruption of the Services.

6. Intellectual Property

The ownership and intellectual property rights of the Services including all content, data, documentation, computer programs, systems, customizations, enhancements thereto, and the design, structure, selection, coordination, expression "look and feel" and arrangement of the content, and enhancements, modifications or additional content thereto shall be the sole and exclusive property of Agility and you shall not: (i) copy such material for any purpose (including by reverse engineering) or disclose it to any third party for any purpose whatsoever; (ii) by act or omission infringe upon Agility's intellectual property rights in the Services or content contained therein. You acknowledge that the Services were developed, compiled, prepared, revised, selected and arranged by Agility through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and constitute valuable intellectual property and trade secrets of Agility.

You hereby agree to use commercially reasonable efforts to protect the proprietary rights of Agility in the Services. You irrevocably agree and acknowledge that, as between you and Agility, the Services are the sole and exclusive property of Agility, and shall not be considered works for hire. You shall comply with all reasonable written requests made by Agility to protect its contractual, statutory and common law rights in the Services.

You shall not use any of Agility's trademarks, trade names, or service marks in any manner, and in no event in a manner accessible by or available to any third party. You acknowledge that you have no ownership or license rights in or to any of these names or marks.

The Services are protected under U.S. copyright and other laws. All data, information, and other elements making up the Services are copyrighted works and Agility hereby reserves all rights.

If you believe that your work has been copied in the Services in a way that constitutes copyright infringement, please forward the following information to Agility's Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2) (the "DMCA"), named below: Your address, telephone number, and email address;

- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;

- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Copyright Agent:

Agility Recovery

1225 17th St.

20th Floor

Denver, CO 80202

Attention: Legal Department

legal@agilityrecovery.com

7. Privacy Policy

Please review the Privacy and Cookie Policy, which may also govern your use of the Services.

8. Links to Third Party Websites

The Services may contain links to websites of third parties. These links are provided to you as a convenience, and Agility is not responsible for the content of any linked website. In addition, a link to any non-Agility website does not imply that Agility endorses or accepts any responsibility for the content or use of such a website.

9. Other Agility Services

Agility may provide you with access to Agility services through links and/or dedicated applications (collectively, "Other Agility Services") from the Services.

Your use of Other Agility Services may be governed by additional agreements. We recommend you review those before using Other Agility Services.

10. Log-in

You acknowledge that usernames and passwords that are provided to you are for your use only and may not be shared. You shall ensure that your username and password is kept confidential. You agree to accept sole responsibility for the use and protection of the usernames and passwords provided to you, including protecting the confidentiality of such passwords. You shall use commercially reasonable efforts to prohibit or cease any unauthorized access to the Services.

11. Disclaimer of Warranties and Limitation of Liability

THE SERVICES ARE PROVIDED TO YOU ON "AS IS" BASIS. NEITHER AGILITY, ITS AFFILIATES NOR ANY DATA PROVIDER MAKE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE SERVICES OR AS TO THE RESULTS TO BE ATTAINED BY YOU OR OTHERS FROM THE USE OF THE CONTENT. YOU HEREBY ACKNOWLEDGE THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE IN THE

SERVICES, AND THAT YOU HAVE NOT RELIED UPON ANY WARRANTY, GUARANTY OR REPRESENTATION MADE BY AGILITY EXCEPT THE REPRESENTATIONS MADE BY AGILITY SPECIFICALLY SET FORTH IN THIS TERMS OF USE.

NEITHER AGILITY, ITS AFFILIATES NOR ANY DATA PROVIDER SHALL IN ANY WAY BE LIABLE TO YOU OR ANY CLIENT OF YOU FOR ANY INACCURACIES, ERRORS OR OMISSIONS, REGARDLESS OF CAUSE, IN THE SERVICES OR FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING THEREFROM. WITHOUT LIMITING THE FOREGOING, AGILITY SHALL HAVE NO LIABILITY WHATSOEVER TO YOU, WHETHER IN CONTRACT (INCLUDING UNDER AN INDEMNITY), IN TORT (INCLUDING NEGLIGENCE), UNDER A WARRANTY, UNDER STATUTE OR OTHERWISE, IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY YOU AS A RESULT OF OR IN CONNECTION WITH ANY OPINIONS, RECOMMENDATIONS, FORECASTS, JUDGMENTS, OR ANY OTHER CONCLUSIONS, OR ANY COURSE OF ACTION DETERMINED, BY YOU OR ANY CLIENT OF YOU, WHETHER OR NOT BASED ON THE SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL AGILITY HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ACCESSING THE SERVICES AND/ OR THE CONTENT THROUGH YOU, ARISING FROM CONTRACT (INCLUDING UNDER ANY INDEMNITY), IN TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY (EXPRESS OR IMPLIED) UNDER STATUTE OR OTHERWISE, IN EACH CASE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES WITH RESPECT TO THE SERVICES; INCLUDING, BUT NOT LIMITED TO, IN RESPECT OF ANY LOSS OF PROFITS, LOSS OF REVENUE, LOST BUSINESS, LOSS OF OPPORTUNITY REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED OR ADVISED TO AGILITY.

12. Indemnification

You will indemnify, defend and hold harmless Agility and its affiliates, directors, shareholders, officers, agents employees, successors and assigns ("Agility Indemnitees") from and against any and all losses, liabilities, damages, costs (including reasonable attorneys' fees) and expenses arising as a result of any claims, suits or proceedings (collectively, "Claims") brought by any third party against any Agility Indemnitees arising from your use of the Services.

13. Violation of these Terms of Use

You agree that Agility may, in its sole discretion and without prior notice, terminate your access to the Services and/or block your future access to the Services if Agility determines that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Services. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Agility, for which monetary damages would be inadequate, and you consent to Agility obtaining any injunctive or equitable relief that Agility deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Agility may have at law or in equity.

You agree that Agility may, in its sole discretion and without prior notice, terminate your access to the Services for cause, which includes (but is not limited to): (i) requests by law enforcement or other government agencies, (ii) a request by you (self-initiated account deletions), (iii) discontinuance or material modification of the Services, or (iv) unexpected technical issues or problems.

If Agility does take any legal action against you as a result of your violation of these Terms of Use, Agility will be entitled to recover from you, and you agree to pay, all reasonable legal costs of such action, in addition to any other relief granted to Agility. You agree that Agility will not be liable to you or to any third party for termination of your access to the Services as a result of any violation of these Terms of Use.

14. General

Relationship between the Parties. There is no joint venture, partnership, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Terms of Use.

Invalidity. If any provision in or any part of this Terms of Use shall be found to be illegal or unenforceable under any enactment or rule of law, then that provision or part shall to that extent be deemed not to form part of this Terms of Use and the remaining provisions shall continue in full force and effect.

Subcontracting, Assignment. Agility reserves the right to provide the Services from locations, and/or through use of affiliates and subcontractors, worldwide. You may not assign, give, or transfer the Services or an interest in them to any other individual or entity.

Governing Law. Your access to and use of the Services are governed by and will be construed in accordance with laws of the State of Delaware, without regard to the principles of conflicts of laws of other jurisdictions. Each party submits to the exclusive jurisdiction of the relevant state and/or federal courts of Denver, Colorado, for the purposes of determining any dispute arising out of the Terms of Use, its construction or the transactions contemplated by it.

15. Third Party Restrictions

In addition to the rights and restrictions set forth in agreement(s) that you have entered into with Agility, use of the Services is subject to the additional following terms: (i) you may be required to enter into, or to comply with the terms of, a third-party licensor agreement, and (ii) you may receive such terms within the Services or directly by the third-party licensor.

To the extent that you redistribute any third-party services, you must obtain all required approvals for control and redistribution of such third-party services. You are responsible for any and all costs and fees associated with agreements entered into with any such third-party licensor. If a third-party licensor ceases to make one or more of its services available to Agility, or requires Agility to suspend or terminate the provision of all or any part of its services to you, or if Agility terminates its arrangements with the third-party licensor, then Agility may suspend or terminate that part of its services immediately without notice or further obligation to you.

Content provided by third-party licensors ("Third Party Content") may contain: (i) restrictions, including without limitation, as to disclosure and use of the Third Party Content; and (ii) specific disclaimers with regard to such Third Party Content, including without limitation disclaimer for liability for inaccuracies, errors or omissions; which may be displayed in and shall apply to the Third Party Content.

Such Third Party Content is provided by other, non-Agility information providers and therefore Agility has no responsibility and makes no representations or warranties as to the accuracy, timeliness or completeness of the Third Party Content. Agility shall not be held liable for any loss or damage caused by the inaccuracies, errors or omissions, incomplete or late Third Party Content.

16. Trial Services

By clicking "I accept" or by using Agility's online trial of certain "Trial Services," you are agreeing to all of the terms and conditions stated in the Terms of Use herein. If you do not agree to these terms, do not click "I accept," and do not use the Trial Services. These Terms of Use are effective upon your acceptance and will terminate thirty (30) days from the effective date unless ended earlier in accordance with these terms (the "Trial Period"). If you would like to use the Trial Services after the Trial Period or for production purposes, you must purchase a license from Agility under a separate contract.

For the duration of the Trial Period, you have the nonexclusive, nontransferable, non-assignable, limited right to use the Trial Services, subject to these Terms of Use, and solely for your internal business purposes to evaluate Agility's offering and not for any production or commercial purposes. Upon the end of this Trial Period or the services hereunder, your right to access or use Trial Services under this agreement shall terminate. Agility reserves the right to use the contact information provided by you upon registration to contact you in regard to your use of Trial Services.

To use the Trial Services, you must have a username and password issued by Agility. Access to and use of Trial Services is restricted to authorized users only. You may discontinue your use of the Trial Services at any time. Agility may terminate your password, account, and access to or use of the Trial Services at any time for any reason. You acknowledge and agree that Agility has no obligation to retain your content, and that your content may be irretrievably deleted, following the termination of the Trial Services.