

## **PARSOLEX TERMS OF USE**

This Agreement sets forth the terms and conditions of use for the website operated by Parsolex GMP Center, Inc. (referred to as “**Parsolex**,” “**we**,” “**us**,” or “**our**” herein) at <http://www.parsolexinc.com> (the “**Site**”) between Parsolex and you, or if you represent an entity or organization, that entity or organization (in either case “**you**” or “**your**”). To the fullest extent permitted by applicable law, Parsolex reserves the right, at our discretion, to change, modify, add or remove portions of this Agreement at any time. Such changes, revisions or modifications will be effective immediately upon notice to you, which may be given by any means including, without limitation, via posting on the Site. Your continued use of the Site after such notice will be deemed to constitute acceptance of such changes, revisions or modifications. Please check this Agreement periodically for changes.

PLEASE READ THESE PARSOLEX TERMS OF USE (“**AGREEMENT**”) CAREFULLY BEFORE USING THE SITE. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT WILL AUTOMATICALLY, WITHOUT THE REQUIREMENT OF NOTICE OR OTHER ACTION, REVOKE AND TERMINATE YOUR RIGHT TO ACCESS THE SITE.

### **PRIVACY POLICY**

Parsolex’s Privacy Policy is a part of this Agreement and is incorporated herein by this reference.

### **SCOPE OF USE**

The Site is owned by Parsolex. We invite you to view the Site for your informational viewing only.

You will not copy, download, distribute, transmit, publicly perform, make derivative works of, or otherwise do more than view any text, graphics, animation, photographs and other materials contained on or accessed through the Site (the “**Materials**”) unless permitted to do so by any law or fair use doctrine, provided that in any of your permitted uses of the Materials, you keep intact all copyright and other proprietary notices contained in such Materials.

The use of any such Materials in any other manner or for any other purpose other than as described in the preceding two paragraphs is prohibited.

The Site is controlled and operated by Parsolex from within the United States. Those who choose to access the Site from outside the United States do so at their own initiative and are solely responsible for compliance with applicable laws, rules and regulations.

### **OWNERSHIP AND TECHNOLOGY**

Parsolex retains all right, title, and interest, including, without limitation, all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information, or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights (“**IPR**”), in and to the Materials and any additions, improvements, updates, and modifications thereto. You receive no ownership interest or other rights (other than the rights specified in the “Scope of Use” section above) in or to the Materials. The Parsolex logo and all product and service names associated with the Materials or Site are trademarks of Parsolex and its licensors and third party providers, and you are granted no right in, or license to use, them.

The Site, and the databases, software, hardware and other technology used by or on behalf of Parsolex to operate the Site, and the structure, organization, and underlying data, information and software code thereof (collectively, the “**Technology**”), constitute valuable trade secrets of Parsolex. For avoidance of doubt, the Technology is part of the Materials. You will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in this Agreement; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the

Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance, or functionality of the Technology; (9) interfere with the operation or hosting of the Technology; (10) copy or attempt to copy, in whole or in part, any part of the Technology, or any copy thereof, including all software, database files, algorithms, and reports; or (11) alter, obscure or remove any copyright notice, copyright management information, or proprietary legend contained in or on the Technology.

## **TRADEMARKS**

**“Parsolex Marks”** means all trademarks, service marks, words, symbols, terms, logos, emblems, designs, designations and trade dress used by Parsolex in connection with its goods and services. All Parsolex Marks are the exclusive property of Parsolex. Parsolex utilizes multiple Parsolex Marks associated with its brand that may appear on the Site or in the Materials. This Agreement does not authorize you to use any Parsolex Mark. Any such use is expressly prohibited. Unauthorized use of any Parsolex Mark may be a violation of federal and state trademark laws.

## **INFORMATION, NEWS AND PRESS RELEASES**

The Site may contain information, news and/or press releases about Parsolex. While this information is believed to be accurate as of the date it was prepared, Parsolex disclaims any duty or obligation to update such information.

## **LINKS TO THIRD PARTY WEBSITES**

The Site includes links to web sites owned by third parties solely as a convenience to our users. The terms and conditions of this Agreement do not apply to any such linked websites. Further, Parsolex does not endorse any such linked websites, or the information, materials, products or services that are contained in or accessible through such linked web sites.

**PARSOLEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION, MATERIALS, PRODUCTS AND SERVICES THAT ARE CONTAINED IN OR ACCESSIBLE THROUGH SUCH LINKED WEBSITES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

You acknowledge and agree that Parsolex is not responsible for the content, accuracy, legality, decency, copyright compliance, privacy practices, security or any other aspects of any such linked websites, and that the access or use of any such linked websites is solely at your own risk, and you hereby waive any and all claims against Parsolex with respect to such linked websites.

## **COMMUNICATIONS CONTENT**

The Site may enable you to submit e-mails to Parsolex for the purpose of making inquiries or suggestions or giving feedback about the Site or the Materials thereon. You acknowledge and agree that all information, data and other materials that you transmit to us in connection with such e-mails (**“Communications Content”**) are your sole responsibility. Under no circumstances will Parsolex be liable for any Communications Content, provided that Parsolex will comply with any applicable laws and Parsolex’s Privacy Policy when using, maintaining or storing any personal information contained in Communications Content.

## **FEEDBACK**

If you provide Parsolex any feedback or suggestions regarding us, the Site, or the Materials (**“Feedback”**), you hereby assign to Parsolex all rights in the Feedback and agree that Parsolex shall have the right to use such Feedback and related information in any manner it deems appropriate without a duty of accounting to you. Parsolex will treat any Feedback you provide to Parsolex as non-confidential and non-proprietary. You agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary.

## **YOUR CONDUCT**

In order to help keep our Site a safe place for all users, we require that you comply with the following rules in connection with your use of the Site:

You will not send us any Communications Content that, in our sole discretion, is libelous, defamatory, tortious, obscene, pornographic, threatening, abusive, harassing, invasive of another's privacy or publicity rights, hateful, objectionable, harmful to minors, or that otherwise constitutes or encourages a criminal offense, violates the rights of another, or violates any law. We also reserve the right to turn over any Communications Content to law enforcement officials.

You will not impersonate any person or entity, or otherwise misrepresent your affiliation with any person or entity.

You will not send us any Communications Content that constitutes spam, junk mail, chain letters, pyramid schemes, or the like.

Unless you have obtained our prior written approval, you will not send us any Communications Content that contains any solicitations, advertising, or promotional materials, including but not limited to materials that solicit membership in any commercial online service or other organization.

You will not send us any Communications Content that contains computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or telecommunications equipment.

You will not send us any Communications Content that contains the personal information of third parties who have not given you permission to send us their personal information.

You agree to comply with all laws, rules and regulations applicable to your use of the Site.

## **YOUR REPRESENTATIONS AND WARRANTIES**

You represent and warrant that: (a) you have the legal right and authority to enter into this Agreement, either for yourself or the entity you represent, (b) this Agreement forms a binding legal obligation on either yourself or the entity you represent, and (c) you have the legal right and authority to perform your obligations under this Agreement and to grant the rights and licenses described in this Agreement.

You represent and warrant that your use of and access to the Site and the Materials will comply with all applicable laws, rules, or regulations and will not cause Parsorex itself or any other third party to violate any applicable laws. Parsorex is not responsible for notifying you of any such laws, enabling your compliance with any such laws, or for your failure to comply.

## **WARRANTY DISCLAIMER**

THE SITE AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." PARSOLEX DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, ADEQUACY, OR CURRENCY OF THE SITE, MATERIALS, ANYTHING ELSE PROVIDED BY OR ON BEHALF OF PARSOLEX, OR THE PRODUCTS ADVERTISED ON THE SITE OR OTHER DATA, INFORMATION OR THIRD-PARTY CONTENT THAT MAY BE PROVIDED THROUGH THE SITE. PARSOLEX EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SITE, MATERIALS, AND OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PARSOLEX OR ITS EMPLOYEES, WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION.

PARSOLEX MAKES NO WARRANTY THAT THE SITE OR MATERIALS (a) WILL MEET YOUR REQUIREMENTS OR (b) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. ANY PERMITTED USES OF MATERIALS OTHER THAN VIEWING ARE DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY SUCH OTHER PERMITTED USES.

## **LIMITATION OF LIABILITY**

PARSOLEX WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING

IN CONNECTION WITH OR OUT OF THE ACCESS TO OR USE OF THE SITE OR MATERIALS, EVEN IF PARSOLEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF OR ALTERATION TO COMMUNICATIONS CONTENT, OPPORTUNITY, REVENUES, PROFITS OR REPUTATION, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE CONTENT, GOODS OR SERVICES. PARSOLEX'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED **\$100**. YOU AGREE THAT PARSOLEX WOULD NOT ENTER INTO THIS AGREEMENT USE WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, PARSOLEX'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **INDEMNIFICATION**

You hereby agree to indemnify, defend, and hold harmless Parsorex and its officers, directors, shareholders, affiliates, employees, agents, service providers, contractors, assigns, users, customers, providers, licensees, and successors in interest ("**Indemnified Parties**") from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation ("**Claim**") against any Indemnified Party arising in any manner from: (1) your access to or use of the Site or Materials, (2) your collection and disclosure of any of our Materials or IPR, (3) your violation or alleged violation of applicable laws, (4) your negligence or willful misconduct, or (5) your breach or alleged breach of any representation, warranty, or other provision of this Agreement. Parsorex will use reasonable efforts to provide you with notice of any such claim or allegation. Parsorex will have the right to participate in the defense of any such claim at its expense; and you will not enter into any settlement that admits any liability on behalf of any Indemnified Parties without the prior written consent of the applicable Indemnified Parties.

## **TERMINATION AND SUSPENSION**

This Agreement will remain in effect until terminated by either party. You may terminate this Agreement at any time by ceasing to access the Site and by destroying any Materials that you have been permitted to download from the Site. You acknowledge and agree that Parsorex may terminate your access to all or any part of the Site, with or without notice, for any or no reason, in its sole discretion, without liability of any kind. Parsorex may also, in its sole discretion and at any time, discontinue providing the Site, or any part thereof, with or without notice, without liability of any kind. Upon termination or expiration of this Agreement for any reason: (1) all rights granted to you under this Agreement will terminate; and (2) you will immediately cease all use of and access to the Site. Any Section of this Agreement which, by its nature, should survive the termination of this Agreement shall so survive.

Without limiting Parsorex's right to terminate this Agreement, Parsorex may also suspend your access to the Site or any Materials, with or without notice to you, upon any actual, threatened, or suspected breach of this Agreement or applicable law or upon any other conduct deemed by Parsorex, in its sole discretion, to be inappropriate or detrimental to Parsorex or any third party.

## **COPYRIGHT NOTICES**

Parsorex respects the intellectual property rights of others. We endeavor to promptly respond to any claim that the Site or anything on the Site infringes the copyright of any person. We will use reasonable efforts to investigate notices of alleged infringement and will take appropriate action under intellectual property law when we believe an infringement has taken place. To notify Parsorex of a possible infringement, notices should be sent to:

Parsorex GMP Center, Inc.  
Attn: DMCA Agent  
Purdue Research Park  
3000 Kent Avenue, Suite C1-100  
West Lafayette, IN 47906-1075

or

info@parsorexinc.com  
(with the subject line "DMCA Agent – Copyright Notice")

Your notice should include a detailed description of the alleged infringement that will enable Parsorex to make a reasonable determination. If Parsorex has notified you that you may be infringing, you may provide us with a counter notice (using the contact information above) containing sufficient information for us to make a reasonable determination. Please note that you may be held accountable for damages (including attorney's fees) for misrepresenting infringement.

## **CHOICE OF LAW AND JURISDICTION**

This Agreement shall be governed and construed in accordance with the laws of the State of Indiana, U.S.A. without regard to its conflict of laws principles. You agree that any suit or action between the parties arising from or related to this Agreement shall exclusively be resolved in a state court located in the State of Indiana, U.S.A. sitting in the County of Tippecanoe, or, if the subject matter jurisdictional requirements can be satisfied, in the United States District Court for the Northern District of Indiana, and you irrevocably consent and submit to the personal jurisdiction and venue of such state and federal courts for any such suit or action. You waive any right that you may have to object to the personal jurisdiction or venue of such state and federal courts.

## **EQUITABLE RELIEF**

You acknowledge that any breach or threatened breach of this Agreement by you will result in irreparable harm for which damages would not be an adequate remedy, and, therefore, in addition to its rights and remedies otherwise available at law, Parsorex will be entitled to seek immediate equitable relief, including injunctive relief, as appropriate. Parsorex will be entitled to the relief described in this paragraph without the requirement of posting a bond. If Parsorex seeks any equitable remedies, it will not be precluded or prevented from seeking remedies at law, nor will it be deemed to have made an election of remedies.

## **DISPUTES**

You agree that Parsorex may elect to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement in accordance with the procedures set forth in this Section. If any dispute cannot be resolved through negotiations between the parties within five days of notice from one party to the other of the dispute, Parsorex may elect to finally settle such dispute through binding arbitration under the arbitration rules of the American Arbitration Association ("AAA") then in effect (the "**Rules**"). Parsorex may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the "**Initial Period**") after the request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by Parsorex in the County of Tippecanoe, State of Indiana, U.S.A. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or pleaded to the arbitrator. The award of the arbitrators will require payment of the costs, fees, and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in a state court sitting in the County of Tippecanoe, State of Indiana, U.S.A. or the United States District Court for the Northern District of Indiana, and you irrevocably submit to the personal jurisdiction and venue of any such courts in any action or proceeding brought to enforce a judgment. Any additional costs, fees, or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

## **ATTORNEYS' FEES**

In addition to any other relief, the prevailing party in any action arising out of this Agreement will be entitled to its reasonable attorneys' fees and costs.

## **SEVERABILITY**

If any provision or part of this Agreement will be declared illegal, void or unenforceable, the remaining portions will continue in full force and effect to the extent permitted by law insofar as the primary purpose of this Agreement is not frustrated.

## **WAIVER**

Any waiver by either party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

## **CONSENTS**

Whenever the consent or approval of Parsolex is required hereunder, such consent or approval may be given or withheld by Parsolex in its sole discretion.

## **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the subject matter herein contained and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto.

## **QUESTIONS AND COMMUNICATIONS**

If you have any questions about this Agreement, you can contact us as follows:

send an e-mail to us at [info@parsolexinc.com](mailto:info@parsolexinc.com)

This Agreement was last updated October 28, 2019.