

Survalent User Portal Terms of Use

Last updated: March 31, 2014

1. ACCEPTANCE.

Your use of the Survalent User Portal ("Portal") is governed by these Terms of Use ("TOU"). Survalent reserves the right to update these TOU at any time without notice to you. The most current version of these TOU can be found at the "Legal" hypertext link located at the bottom of the Portal web pages. **You may only access or use the Portal if you agree to these terms. If you do not agree, do not access or use the Portal.**

2. ONLINE SERVICES SOLD THROUGH PORTAL.

Survalent may offer online services for trial or purchase through this Portal (collectively, "Services"). **These TOU do not govern the trial, sale, purchase or other use of the Services. The Services, including any updates, enhancements or new features, are governed by the agreement(s) under which you purchase or use them.**

3. ACCEPTABLE USE.

As a condition of your use of the Portal, you must comply with the [Survalent Acceptable Use Policy](#).

4. ACCOUNT, PASSWORD AND SECURITY.

If any part of the Portal requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to notify Survalent immediately of any unauthorized use of your account or any other breach of security. Survalent will not be liable for any losses you incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Survalent or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

5. PRIVACY.

Please read the [Privacy Statement](#) for information about Survalent's collection and use of your personal information. The Services may be governed by their own privacy statement(s), as referenced in the applicable agreements and sign-up processes specific to each Service.

6. NOTICE REGARDING PORTAL AND SOFTWARE OR DOCUMENTS AVAILABLE VIA THE PORTAL.

IN NO EVENT WILL SURVALENT AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PORTAL, INCLUDING WITHOUT LIMITATION ANY SOFTWARE OR DOCUMENTS AVAILABLE VIA THE PORTAL.

7. SOFTWARE AVAILABLE FROM THE PORTAL.

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reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law, and may result in civil or criminal penalties.

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FOR YOUR CONVENIENCE, SURVALENT MAY MAKE AVAILABLE THROUGH THE PORTAL TOOLS OR UTILITIES FOR USE AND/OR DOWNLOAD. SURVALENT DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM USE OF ANY SUCH TOOLS OR UTILITIES.

8. DOCUMENTS AVAILABLE FROM THE PORTAL.

Permission to use documents, such as help topics, manuals, white papers, datasheets, videos, and FAQs (collectively, "Documents"), that are made available on the Portal is granted, provided that (a) you do not remove or obfuscate any copyright notice, (b) the copyright notice must appear in all copies, together with the content of this permission notice, (c) use of the Documents is for informational and non-personal use only and will not be copied or posted or broadcast in any media, and (d) no modifications of the Documents are made. Use for any other purpose is expressly prohibited by law, and may result in civil or criminal penalties.

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9. COMMUNITY.

The Portal contains a Community with links to bulletin board services, chat areas, news groups, blogs, user forums, wikis, communities, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.

- Upload or otherwise make available, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, which are made available through the Communication Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Portal or other user or usage information or any portion thereof.

Survalent has no obligation to monitor the Communication Services. However, Survalent reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. Survalent reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

Survalent reserves the right at all times to disclose any information as Survalent deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Survalent's sole discretion.

Always use caution when giving out any identifiable information about yourself or your company in any Communication Services. Survalent does not control or endorse the content, messages or information found in any Communication Services and, therefore, Survalent specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any

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Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

10. SURVALENT USERS ID.

To use the Portal, you must have a Survalent Users ID - a multi-purpose authentication Web service that makes it easy for you to sign in to web sites or Survalent Users. If you do not have a Survalent Users ID, your organization will be required to create one for you. Please see the administrator within your organization for further information. These TOU apply whenever you use your Survalent Users ID.

We may cancel or suspend your access to the Survalent Users ID network at any time without notice and for any reason. Reasons for cancellation may include, but are not limited to, our ceasing to provide the Services in your region or your breach of these TOU, failure to sign in to the Survalent Users ID network during a 120-day period, or failure to pay support maintenance fees you owe us or our agents. If we cancel your Survalent Users ID credentials, your right to use the Survalent Users ID stops immediately. Cancellation of the credentials will not alter your obligation to pay all charges made to your billing account for use of any Services to which you subscribe.

11. INTELLECTUAL PROPERTY RIGHTS.

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