

ACL Content and Community Terms of Use

THESE ACL CONTENT AND COMMUNITY TERMS OF USE (THE “**AGREEMENT**”) ARE A LEGAL AGREEMENT BETWEEN YOU (EITHER A SINGLE PERSON, ENTITY OR GOVERNMENT ORGANIZATION, REFERRED TO AS “**YOU**” OR “**YOUR**”) AND ACL SERVICES LTD. (“**ACL**”) AND SET OUT THE TERMS AND CONDITIONS ON WHICH YOU MAY ACCESS AND USE THE COMMUNITY RESOURCES. CERTAIN COMPONENTS OF THE COMMUNITY RESOURCES ARE AVAILABLE TO THE PUBLIC GENERALLY, AND CERTAIN COMPONENTS ACL, OR THIRD PARTIES ON ACL’S BEHALF, ONLY MAKES AVAILABLE TO CUSTOMERS AS PART OF A PAID SUBSCRIPTION TO ACL’S GRC SERVICE (THE “**SERVICE**”) AND/OR ACL’S PROPRIETARY SOFTWARE (THE “**SOFTWARE**”), AS APPLICABLE.

BY ACCESSING OR USING THE COMMUNITY RESOURCES, YOU AGREE TO BE BOUND BY THIS AGREEMENT INCLUDING ALL TERMS INCORPORATED BY REFERENCE AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT ACCESS THE COMMUNITY RESOURCES.

ACL PERIODICALLY UPDATES THIS AGREEMENT FROM TIME TO TIME. CAREFULLY READ THIS AGREEMENT BEFORE YOU ACCESS AND USE THE COMMUNITY RESOURCES AS THIS VERSION MAY DIFFER FROM A PRIOR VERSION. SUBJECT TO THE “COMPLETE AGREEMENT” CLAUSE BELOW, THE VERSION OF THE AGREEMENT THAT APPLIES TO YOU IS THE VERSION THAT IS IN USE WHEN YOU ACCESS THE COMMUNITY RESOURCES. YOU CAN ALWAYS FIND THE MOST RECENT VERSION OF THIS AGREEMENT AT [HTTP://WWW.ACL.COM/ABOUT-US/LEGAL/](http://www.acl.com/about-us/legal/).

If there is any conflict or ambiguity between the English language version and any other language version of this Agreement, the English language version will prevail and it will be the authentic text for the purposes of interpretation.

The Agreement also applies to your use of what was formerly referred to as the ACL More Awesome Stuff: Community Resources. Your agreement for the Service or the Software, as applicable, may refer to the ACL More Awesome Stuff: Community Resources Terms of Use; therefore, any and all references to the ACL More Awesome Stuff: Community Resources Terms of Use are now references to the ACL Content and Community Terms of Use and the “Community Resources” available to you under the ACL More Awesome Stuff: Community Resources will now be available to you through the Content and Community site as part of your subscription to the Service or the Software, as applicable.

- 1. Community Resources.** In this Agreement, “**Community Resources**” means, individually and collectively, the ACL content, tools and resources that ACL makes available to you through the Content and Community site to enhance your use of the Service and/or Software, including, without limitation, the ACL Peer Community, Tools & Templates, Training & CPE, Help Docs and Support. “Community Resources” includes the User Documentation for the Community Resources. “**User Documentation**” means any supporting product help, technical specifications or other documentation provided to you by ACL, including, without limitation, manuals, training materials and installation guides. ACL may in its sole discretion vary or discontinue some or all of the components of the Content and Community site or the Community Resources and such modifications may result in a loss of data stored in, or associated with, such components for which ACL is not responsible.
- 2. Term and Renewal.** Access to and use of certain components of the Community Resources is limited to customers who have a paid subscription to the Service and/or the Software, and such access will terminate when the paid subscription to the Service and/or Software, as applicable, expires.
- 3. ACL Community Profiles and Accounts.** Your Launchpad account profile is your Content and Community site account profile. You may modify your Launchpad and Content and Community site profiles. When you create a profile, your first name and last name is publicly displayed on your Content and Community site profile. Your name may also be displayed on the Content and Community site. Your profile is also searchable by other Launchpad users even if they are not a part of your organization. It is your responsibility to maintain the confidentiality of any password associated with your use of the Content and Community site. Subject to the express licenses granted in this Agreement, ACL grants you a non-assignable and non-transferable limited license to access the Content and Community site and the Community Resources for your internal business use. You must retain all proprietary notices that are contained in the Community Resources. Access to certain components of the Content and Community site is User ID and password controlled and associated with your Launchpad account. You agree that your account information is accurate, complete and current. You further agree that you will not allow any other person or entity to use your User ID and password to gain access to any restricted parts of the website and you will notify ACL if you become aware of any unauthorized use of your User ID and password. ACL has the right to suspend or terminate your access to your account or profile, without liability, if ACL reasonably believes or has determined that you have breached your obligations under this Agreement.
- 4. Posting Content and Messaging.** Subject to Section 6 (Prohibited Conduct), the Content and Community site allows platforms and forums for messaging, tagging and sharing of information in many ways, such as your profile, forums, user groups, and such other links available through the Content and Community site. Information and content that you share or post may be seen by other users of the Content and Community site or the public. Any content and information you post in the Content and Community site, including within forums or user groups, which ACL adopts for any of its products or future offerings, shall be deemed to be automatically assigned under this Agreement to ACL, and shall become the sole and exclusive property of ACL without any compensation to you. You agree that ACL may access, store and use any information or content that you provide in accordance with the terms of the ACL Privacy Policy. ACL is not responsible for the content of the postings or messages by you or any third party and is not obligated to monitor, edit, remove, or filter the postings. ACL does not endorse any materials that are submitted by users, even if such users are ACL employees, contractors or agents, and such materials do not necessarily

reflect the views of ACL. ACL may in its sole discretion refuse to post, modify or remove any content or information you post with or without notice to you. As posts are public and not confidential, users should consult their internal policies regarding the content they post.

- 5. Product Ideas.** Through the ACL Peer Community, you may post ideas, suggestions or feature requests (collectively, “**Ideas**”) relating to one of ACL’s products, resources or services. By submitting or posting an Idea, you agree your disclosure is gratuitous, unsolicited and without restriction. Such Ideas shall be deemed to be automatically assigned under this Agreement to ACL, and shall become the sole and exclusive property of ACL without any compensation to you. ACL is free to use or disclose the Ideas on a non-confidential basis to anyone. ACL reserves the right to refuse to post or to remove any Ideas. ACL is under no obligation to adopt or use any Ideas submitted to it. To the extent your employer or another organization owns or has rights in an Idea you are submitting, you represent that you are authorized by that employer or organization to submit and grant the rights specified here to your Idea under this Agreement. In consideration for ACL permitting you to post your Ideas (regardless of whether the feature request is adopted), you agree to the following: (a) you represent and warrant that you own or otherwise possess all intellectual property and other rights necessary to allow you to post your Idea on, and distribute it through, the ACL Peer Community; (b) you acknowledge that, to the best of your knowledge and belief, your submissions of Ideas do not make you a contributing inventor to any inventions that may arise during development by ACL of any products, services, features or applications implementing your Ideas. Your preceding knowledge notwithstanding, in the event that you are determined to be a contributing inventor to an invention based upon your Ideas by ACL in our discretion or by any court or government agency competent to make such determination, you promise to: (i) to cooperate with ACL in procuring all copyright, trademark and patents to protect the Idea; (ii) to execute all necessary paperwork required to procure such copyright, trademark or patent to the Idea on ACL’s behalf; and (iii) at ACL’s request execute any assignments assigning ownership of any patents or patent applications to ACL; (iv) you acknowledge that we may, in our sole discretion, elect to develop and market products, services or applications that incorporate Ideas that you submit and you agree not to make any claim against ACL or anyone using a product or service marketed by ACL related to the development and offering of such products, services or applications whether your Idea is adopted, not adopted or adopted but modified in any product, service or application; (v) you waive any intellectual property or other claims you may have now or in the future against us or anyone using a product or service marketed by us related to the operation of the ACL Peer Community, the hosting by ACL of other parties Ideas and the hosting by ACL of user reviews; (vi) to the extent that you possess now or in the future any copyright, patent or other intellectual property rights that may be infringed by the operation of the ACL Peer Community itself (excluding the content of individual Ideas), you hereby grant to us a non-exclusive, worldwide, irrevocable, perpetual, transferable (only to a successor of ACL’s by way of amalgamation, merger, acquisition or corporate reorganization), fully paid-up, royalty-free sub licensable license to all such rights with respect to the operation of ACL Peer Community as it may be modified from time to time; (vii) you acknowledge that anything posted on ACL Peer Community by any person, regardless of that person’s affiliation or non-affiliation with ACL, reflects only the opinion of the person making the post. In particular, you acknowledge that nothing posted on the ACL Peer Community gives rise in any way to a promise or undertaking by ACL to adopt, or refrain from adopting, any Idea or course of action regarding any Idea and that any reliance upon such postings is solely at your own risk; and (viii) any unreleased services or features discussed on ACL Peer Community or other ACL webpages are not currently available and may not be delivered on time or at all. If you purchase ACL’s products, you should make the purchase decisions based upon features that are currently available. ACL’s reserves the right to change its product and services plans at any time without notice, in ACL’s sole discretion.
- 6. Prohibited Conduct.** You represent and warrant that you will not (and if you have a paid subscription to the Service and/or the Software that your Named Users will not): (a) use any robot, spider, scraper, deep link or other automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor any portion of the Community Resources; (b) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Community Resources other than the search engines and search agents available through the Community Resources and other than generally available third-party web browsers (such as Microsoft Internet Explorer); (c) attempt to post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Community Resources; (d) attempt to decipher, decompile, disassemble, or reverse-engineer the Community Resources and any of the software comprising or in any way making up a part of the Community Resources; (e) post any malicious or harmful content to the Content and Community site and other users such as content that is hate speech, threatening, contains graphic images, promotes violence or constitutes bullying, harassment, discrimination or intimidation; (f) post or disseminate spam, junk mail, chain letters or other forms of solicitation; (g) use the Community Resources for multi-level marketing, pyramid schemes, personal profit, personal promotion or promote content and materials unrelated to ACL or its products and services; (h) collect or disclose other users’ content or personal information, including profile information without such user’s express written consent; (i) solicit user login information or access (or attempt to access) an account belonging to another user; (j) create false accounts or impersonate another user or individual who is not a user; or (l) post any content or materials that infringes a third party’s intellectual property rights.
- 7. Tools & Templates.** ACL may make available to you through the Content and Community site certain tools or templates that have been created by ACL or have been licensed by ACL from third parties. Such tools and templates are only available for paid subscription users. By making such tools and templates available, ACL is not providing any professional advice or warranting the accuracy of such tools or templates. ACL is not responsible for third party content or information or for any damages as a result of your use or reliance on such tools and templates. In using any content, tools or templates made available by ACL through a third party, you agree to comply with any additional terms, conditions or restrictions applicable to such content, tools or templates. You agree to indemnify, defend and hold harmless ACL and its officers, directors and employees against any claims,

damages, costs and expenses (including reasonable legal expenses) arising out of or in connection with your violation of any terms and conditions associated with third party tools and templates made available by ACL.

- 8. ScriptHub, Pre-written Scripts and License Grant.** In this Agreement, **“Pre-written Scripts”** means, individually and collectively, the contributed scripts or analytics, in their unmodified form, available for download from ScriptHub for use exclusively with the Software. **“Pre-written Scripts”** includes the accompanying User Documentation for the Pre-written Scripts. **“Pre-written Scripts”** do not include ACL Essentials or customized scripts developed by ACL for you through a professional services engagement. Access to and use of the Pre-written Scripts is limited to the paid subscription term for the Service and/or Software and your license for the Pre-written Scripts will terminate when the paid subscription period for the Service and/or Software expires or is terminated in accordance with the terms of use or software license agreement under which the Service and/or Software is licensed. Subject to the terms and conditions of this Agreement, ACL grants to you a worldwide, non-exclusive, non-transferable and non-assignable (except as otherwise expressly provided in this Agreement) right and license to install, access, modify and use the contributed Pre-written Scripts for your internal business operations for the term of your subscription. Pre-written Scripts are provided “as-is” and ACL does not warrant that these Pre-written Scripts are free from errors. ACL does not provide Technical Support for Pre-written Scripts.
- 9. Inspirations, Analytic Content and License Grant.** In this Agreement, **“Analytic Content”** means, individually and collectively, the contributed analytic ideas and content, in their unmodified form, available for use through Inspirations. **“Analytic Content”** includes the accompanying User Documentation for the Analytic Content, if any is provided. Subject to the terms and conditions of this Agreement, ACL grants to you a worldwide, non-exclusive, non-transferable and non-assignable (except as otherwise expressly provided in this Agreement) right and license to access, modify and use the Analytic Content for your internal business operations for the term of your subscription.
- 10. Back-up Copy.** You may make a reasonable number of copies of the Pre-written Scripts for back-up and archival purposes only, provided that you reproduce all copyright and other proprietary notices that are on the original copy of the Pre-written Scripts.
- 11. Use by Third Parties.** ACL acknowledges and agrees that the Community Resources, including the Pre-written Scripts and/or Analytic Content may, subject to the terms of this Agreement, be used by your third-party service providers, independent contractors, consultants and outsourcers, provided that such third parties agree to comply with the terms of this Agreement and such third parties use the Community Resources only for your benefit and business purposes.
- 12. Documentation and Electronic Delivery.** All User Documentation is available on-line only and ACL has no obligation to deliver hard copies of any User Documentation or other items available through the Community Resources. You are permitted to print and make a reasonable number of copies of the User Documentation (i.e. manuals and installation guides) for your internal use in accordance with this Agreement, provided that you reproduce all copyright and other proprietary notices that are on the original copy of User Documentation.
- 13. Fees.** Access to certain components of the Community Resources is limited to customers who have a paid subscription to the Service and/or the Software. If any fees for your subscription to the Service and/or the Software are more than thirty (30) days overdue, ACL may, without limiting its other rights and remedies, suspend your access to and use of the Community Resources until such amounts are paid in full.
- 14. Ownership of the Community Resources.** Except as expressly provided herein, all title, ownership rights and intellectual property rights in and to the Community Resources, including all Pre-written Scripts, Analytic Content, Ideas or training content and materials available through ACL Academy, belong to ACL and its licensors, who are third party beneficiaries of this Agreement as it pertains to their proprietary rights. The Community Resources are protected by copyright laws and international copyright treaties and ACL may incorporate certain measures in the Community Resources to prevent unauthorized use of the Community Resources. You are responsible for any copyright infringement that you cause.
- 15. Intellectual Property and Restrictions.** ACL reserves all right, title and interest in and to the Community Resources, including all related intellectual property rights not expressly granted to you in this Agreement. Without limiting the generality of the foregoing, you acknowledge that the Community Resources contain trade secrets and subject to applicable laws, you agree that you will not: (a) copy the Community Resources, except as permitted under this Agreement; (b) modify, adapt or translate the Community Resources or reprint or reproduce all or any portion thereof, except as permitted under this Agreement and for your own internal business purposes; (c) use the content and related materials in the Community Resources as materials to perform unauthorized services outside of your organization or for profit (such as training third parties using the content in ACL Academy, excluding accredited professors who are part of the ACL Academic Network); (d) use the Community Resources to develop any works which are functionally compatible or competitive to the Community Resources or create any works which are derived from the Community Resources (using the Community Resources to produce reports or other tasks permitted by the Community Resources are not deemed to be works derived from the Community Resources); (e) lease, rent, loan, sell sub-license or distribute the Community Resources outside your organization or to a third party (including, using the Community Resources on a time-sharing basis, for service bureau purposes, or for the provision of a fee generating service directly or indirectly to third parties); (f) utilize any equipment, device, software, or other means designed to circumvent or remove any security mechanisms or form of copy or usage protection used by ACL in connection with the Community Resources (g) combine the Community Resources with any other software (including open source software), where the combined software is subject to the GNU General Public License or any other license that requires the combined program or the Community Resources and its source code to be made freely available; (h) publicly disseminate or disclose performance information or analysis on the Community Resources, including

any results of benchmark tests run on the Community Resources or (i) use the Community Resources in any manner that violates any applicable law or regulation.

- 16. Termination for Cause.** Either party may immediately terminate this Agreement and your subscription to the Service and/or the Software, as applicable, if the other party: (a) is in material breach of any provision of this Agreement or the agreement under which the Service and/or the Software is provided; and (b) fails to either cure the breach or make substantial progress to the terminating party's reasonable satisfaction to cure the breach within thirty (30) days receiving written notice from the terminating party. In addition, ACL may terminate this Agreement and your subscription to the Service and/or the Software, as applicable, immediately if you breach any intellectual property right of ACL or its licensors in the Community Resources (which includes, but is not limited to, breaching Section 14 (Ownership of the Community Resources) and Section 15 (Intellectual Property and Restrictions) of this Agreement).
- 17. Effect of Expiration or Termination.** The Service and the Software contain a disabling mechanism that allows ACL to prevent access to the Service and the Software, which will prevent you from accessing or using certain components of the Community Resources, including Scripthub and Inspirations and the Resources made available thereunder. If your subscription for the Service and/or the Software expires, or this Agreement is terminated (other than for cause by you) pursuant to Section 16, ACL will terminate your access to and use of the Service and/or the Software, and your access to and use of certain components of the Community Resources will terminate accordingly. Posted content or messages in the Content and Community site, within forums or user groups may be archived or deleted in ACL's sole discretion, during your subscription term or after expiration or termination of your subscription term. ACL is not obligated to maintain archived copies of such information. Forums and user groups as a whole may be also be archived or deleted in ACL's sole discretion at any time.
- 18. Disclaimer.** THE COMMUNITY RESOURCES ARE PROVIDED "AS-IS" AND ARE NOT WARRANTED TO BE ERROR-FREE, AND YOU ACCEPT THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE, RELIABILITY, ACCURACY AND RESULTS OF USE OF THE COMMUNITY RESOURCES. EXCEPT AS OTHERWISE RESTRICTED BY LAW, ACL AND ITS LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE COMMUNITY RESOURCES, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, NON-INFRINGEMENT, OR SATISFACTORY OR MERCHANTABILITY QUALITY. THE CONTENT OF THE COMMUNITY RESOURCES IS FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. THE COMMUNITY RESOURCES SHOULD NOT BE DEEMED EITHER TO SET FORTH ALL APPROPRIATE PROCEDURES, TESTS, OR CONTROLS OR TO SUGGEST THAT OTHER PROCEDURES, TESTS, OR CONTROLS THAT ARE NOT INCLUDED MAY NOT BE APPROPRIATE. ACL DOES NOT CLAIM THAT USE OF THE COMMUNITY RESOURCES WILL ASSURE A SUCCESSFUL OUTCOME. ACL SHALL HAVE NO OBLIGATION TO YOU OR ANY THIRD PARTY TO SUPPORT OR MAINTAIN THE COMMUNITY RESOURCES. YOU AND YOUR END USERS ARE RESPONSIBLE FOR APPLYING PROFESSIONAL JUDGEMENT TO THE SPECIFIC CIRCUMSTANCES PRESENTED TO DETERMINING THE APPROPRIATE PROCEDURES, TESTS, OR CONTROLS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACL, ITS LICENSORS, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS OR AGENTS, WILL INCREASE THE SCOPE OF THE EXPRESS WARRANTIES STATED ABOVE, OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS. ACL WILL NOT BE LIABLE FOR DAMAGES ARISING FROM THIRD PARTY SOFTWARE THAT OPERATES SEPARATELY BUT IN CONJUNCTION WITH THE COMMUNITY RESOURCES, AS THESE ARE LICENSED TO YOU UNDER SEPARATE AGREEMENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO A NINETY (90) DAY PERIOD COMMENCING FROM THE DATE YOU ACTIVATE YOUR SUBSCRIPTION TO THE SERVICE.

THE LINKS ON THE CONTENT AND COMMUNITY SITE TO THIRD PARTY WEBSITES OR CONTENT ARE PROVIDED FOR YOUR CONVENIENCE ONLY. ACL IS NOT RESPONSIBLE FOR AND DOES NOT ENDORSE, CONTROL OR MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONTENTS, PRODUCTS AND SERVICES OFFERED FROM THIRD PARTY WEBSITES. YOU ARE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED IN THIRD PARTY WEBSITES, FOR COMPLYING WITH THE TERMS OF USE FOR SUCH THIRD PARTY WEBSITES OR CONTENT, AND FOR REVIEWING AND UNDERSTANDING THE PRIVACY POLICIES OF SUCH WEBSITES.

ACL reserves the right to do any of the following, at any time, without notice: (1) modify, suspend or terminate operation of or access to the Content and Community site, or any portion thereof, for any reason; (2) modify or change the Content and Community site or any portion thereof, and any applicable policies and terms; and (3) interrupt the operation of the Content and Community site, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

19. Mutual Limitation of Liability.

- 19.1.** THE PARTIES, AND THEIR LICENSORS AND AFFILIATES (INCLUDING THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS AND AGENTS) WILL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR CORRUPTION OR LOSS OF DATA OR COSTS OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE COMMUNITY RESOURCES, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, so portions of this limitation and exclusion may not apply to you.

- 19.2.** THE PARTIES, AND THEIR LICENSORS AND AFFILIATES (INCLUDING THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS AND AGENTS) WILL NOT BE LIABLE TO EACH OTHER FOR ANY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO ALL DIRECT DAMAGES, WITH AN AGGREGATE VALUE GREATER THAN THE FEES ACTUALLY PAID BY YOU FOR THE SUBSCRIPTION TERM FOR THE SERVICE AND/OR THE SOFTWARE, AS APPLICABLE, DURING WHICH THE CLAIM WAS FIRST MADE.
- 19.3.** The limitation of liability in Section 19.2 will not apply: (a) to a party's indemnification obligations under this Agreement; (b) if you breach any of ACL's intellectual property rights with respect to the Community Resources, including, but not limited to breach of Section 15 (Intellectual Property and Restrictions); (c) to any gross negligence or willful misconduct of a party; or (d) to liability for death or personal injury.
- 20. Notices.** Any notice that either party is required or permitted to give to the other party under this Agreement will be in writing, and be delivered to ACL Services Ltd. at the address set out at <http://www.acl.com/about-us/contact-us/> (Attention: Legal Department) and to you at the address provided on the applicable order form or invoice when you subscribed to, or renewed your subscription to, the Service and/or the Software or created an account with ACL for Inspirations. Either party may, from time to time, change their address for notice by providing written notice of the change to the other party, which notice may be sent by fax, regular mail or email (provided that no automated or other response is received indicating non-delivery or the absence of the recipient). The delivery of notice for any other purpose will be by personal delivery, courier, registered mail or confirmed email (except that e-mail notice will not apply for notices required under the "Termination for Cause" or "Dispute Resolution" provisions of this Agreement). Delivery will be deemed effective upon receipt, if delivered personally or by courier, on five (5) business days from sending, if delivered by registered mail, or upon confirmed receipt, if delivered by e-mail (provided that no automated or other response is received indicating non-delivery or the absence of the recipient).
- 21. Governing Law.** If you are located in the United States, this Agreement will be governed by and construed in accordance with the laws of the State of New York, USA. If you are located in Europe, the Middle East or Africa, this Agreement will be governed by and construed in accordance with the laws of England. If you are located in Asia (other than the Middle East) this Agreement will be governed by and construed in accordance with the laws of Singapore. If you are located in any other country or location, this Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- 22. Dispute Resolution.** This section will apply to resolve all disputes arising out of or relating to this Agreement and your use of the Community Resources. First, the parties will attempt in good faith to resolve each controversy or claim within sixty (60) days by negotiations between senior executives of the parties who have settlement authority and who do not have direct responsibility for the administration of the matter. The disputing party will give the other party written notice of the controversy or claim in accordance with the notice provision of this Agreement. The other party will submit a response within twenty (20) days after receiving said notice. The notice and response will include a summary of the party's position, a summary of the evidence and arguments supporting its position and the name of the executive who will represent the party. The executives will meet at a mutually acceptable time and place within thirty (30) days of the disputing party's notice and thereafter as often as they deem reasonably necessary to resolve the controversy or claim. If the controversy or claim has not been resolved within sixty (60) days of the disputing party's notice, the controversy or claim will be resolved through binding arbitration. Subject to and without restriction of the rights of a party to injunctive relief or other interim measures of relief, the parties agree to resolve disputes by binding arbitration before a single arbitrator who has substantial experience in resolving intellectual property and commercial technology contract disputes. If you are located in the United States, the arbitration will be held in New York, New York, USA and will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. If you are located in Europe, the Middle East or Africa, the arbitration will be held in London, England and the arbitration will be conducted in accordance with the LCIA (London Court of International Arbitration) Rules. If you are located in Asia (other than the Middle East) the arbitration will be held in Singapore and the arbitration will be conducted in accordance with SIAC (Singapore International Arbitration Centre) Rules. If you are located in any other country or location, the arbitration will be held in Vancouver, B.C., Canada and the arbitration will be conducted in accordance with the International Commercial Arbitration Rules of Procedures of the British Columbia International Commercial Arbitration Centre. The language of the arbitration will be English.
- 23. Waiver and Severability.** No waiver of any right under this Agreement is effective unless in writing and signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement. If any section of this Agreement is unenforceable, that section will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability and the other sections of this Agreement will remain in full force.
- 24. Complete Agreement.** This Agreement comprises the complete and exclusive statement of the agreement between the parties with respect to the Community Resources and supersedes any prior discussions or agreements, oral or written, between the parties with respect to the Community Resources.
- 25. Assignment and Enurement.** Either party may, upon giving prior written notice to the other, assign its rights under this Agreement to a: (a) subsidiary or affiliate company; or (b) corporate successor by merger, purchase of assets and assumption of liabilities, acquisition, reorganization, or otherwise; provided that such subsidiary, affiliate or corporate successor agrees to be bound by this Agreement. In addition to the foregoing, you may only assign this Agreement if the assignee is not a competitor of ACL, you cease use of the Service and/or the Software, as applicable, and the usage of the Service and/or the Software does not exceed the number of Named Users for which you have purchased licenses. Neither party will be considered in breach of the

confidentiality provisions of this Agreement by reason of such assignment. This Agreement will enure to the benefit of and be binding upon the parties and their respective legal representatives, successors, executors, heirs and permitted assigns.

- 26. Monitoring Usage.** You acknowledge and agree that ACL may, from time to time, review and monitor use of the Content and Community site and the Community Resources, including analysis of individual user behavior, in order to test and evaluate the performance of the Community Resources and to protect the operation and integrity of ACL's systems. ACL may collect technical data and related information, including, but not limited to, technical information about your use of the Content and Community site (for example: session length, device type, operating system), and use this information for purposes of research, development and service improvement, as long as such information is in a form that does not personally identify you and nothing in this Agreement will be interpreted to prevent or limit ACL's rights to do so.
- 27. Privacy.** ACL's Privacy Policy (<http://www.acl.com/about-us/legal/>) identifies how ACL collects, uses and discloses, on a limited basis, information concerning you, other than customer data. ACL's Privacy Policy also sets forth the safeguards ACL has implemented to keep such information secure.

Last updated Mar 10-17.

© 2017 ACL Services Ltd. All rights reserved.