

## **\*\* DATA PORTAL TERMS OF USE \*\***

### **GENERAL TERMS**

RCO Engineering, Inc. (RCO) provides the use of this website (RCO Data Portal) as a service to its customers. All content transferred through, and stored on, the RCO Data Portal is considered sensitive, highly confidential, and protected by trademark, copyright, and other intellectual property laws. Further, said content may also be subject to non-disclosure agreements governing its dissemination, storage, usage, and other such actions.

By using the RCO Data Portal, you agree to: (1) refrain from (i) impersonating any individual, (ii) misrepresenting your affiliation with any entity, and (iii) attempting to gain unauthorized access to any part of the RCO Data Portal; (2) verify whether a non-disclosure, or other agreement, governs the content being transferred, and if such an agreement is in effect, that its terms permit the content to be transferred through, and stored on, the RCO Data Portal; and (3) take reasonable care to prevent others from gaining unauthorized access to the RCO Data Portal. This includes, but is not limited to, securing your credentials and logging out of the RCO Data Portal when your account is not in use.

As a condition of gaining access to the RCO Data Portal, you will be required to create an account. You agree that all information provided to RCO staff for this purpose will be true, accurate, and complete. You further agree to maintain and promptly update this information as is necessary for it to remain true, accurate, and complete.

### **WARRANTY**

The RCO Data Portal is provided AS-IS and AS-AVAILABLE, without warranty, express or implied. RCO specifically disclaims any and all warranties, including, but not limited to: (1) availability, accuracy, reliability, or usefulness, whether arising from course of dealing or course of performance; and (2) fitness for a particular purpose, or that the RCO Data Portal will be secure, uninterrupted, free of errors, computer viruses, malicious code, or data corruption.

In no event will RCO be liable, to any party, for indirect, direct, special, exemplary, punitive, incidental or consequential damages (including, but not limited to, damages for loss of business profits, loss of information, and loss of use), or any other damages arising out of use, security breach, or reliance on the RCO Data Portal, even if RCO has been advised of the possibility of such damages.

### **INDEMNIFICATION**

By using the RCO Data Portal, you agree to defend, indemnify, and hold harmless, RCO, its directors, officers, and respective employees from any and all losses, costs, and expenses -- including reasonable attorneys' fees -- arising in any way from your use of the Data Portal.

### **SPECIAL ADMONITIONS FOR INFORMATION SUBJECT TO EXPORT CONTROLS AND/OR ECONOMIC SANCATIONS OR EMBARGOES**

You agree to comply with applicable laws and regulations regarding the disclosure of classified information, export controlled information, or information the disclosure of which is subject to economic sanctions and embargoes of the United States. You specifically agree not to publish Content using the RCO Data Portal the disclosure of which is subject to the International Traffic in Arms Regulations (ITAR), 22. C.F.R. §§ 120-130, or the Export Administration Regulations (EAR), 15. C.F.R. §§ 730-774, except as permitted by these regulations.

**PROVISIONS AND JURISDICTION**

If any provision in these Terms of Use is held to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions, and any part not held invalid or unenforceable shall remain in effect.

These Terms of Use constitute the entire agreement between the parties with regard to the RCO Data Portal and supersede all prior understandings and agreements, whether written or oral, as to such subject matter. By using the RCO Data Portal, you acknowledge that (1) you have read and understood these Terms of Use; and (2) that these Terms of Use have the same force and effect as a signed agreement.

This agreement will be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to its conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with use of the RCO Data Portal will be brought solely in Macomb County, Michigan, and you consent to the jurisdiction of such courts.