

# MILTON ROY TERMS OF USE

Please review these Milton Roy (“Milton Roy”) Terms of Use (“Terms of Use”). By signing into and accessing Milton Roy, you acknowledge that you have read the Terms of Use set forth below and agree to abide by and be bound to these Terms of Use. As used in these Terms of Use, “Milton Roy” means Milton Roy, LLC, and its affiliates, including but not limited to Accudyne Industries, LLC, with a corporate office at 2728 North Harwood Street, Suite 200, Dallas, Texas, United States, 75201.

If you are accessing Milton Roy in your capacity as an executive, employee, consultant, or agent of a company, then you acknowledge that your consent to these Terms of Use is sufficient to bind both you and that company to these Terms of Use. For purposes of these Terms of Use, “you” or “End User” means both you, as an individual, and the company you represent.

If you do not agree with the terms and conditions of these Terms of Use, then you will not be allowed to access Milton Roy.

## 1. GRANT OF LIMITED LICENSE

Milton Roy is Milton Roy’ proprietary portal that allows you build a quote for our products based on variables that you enter based on your requirements. These Terms of Use will govern your use of Milton Roy, as well as any content or applications that are made available to you now or in the future through Milton Roy. Subject to these Terms of Use, Milton Roy grants to you a limited, royalty-free, non-exclusive, non-transferable license (“License”) to access and use Milton Roy. This License does not grant or transfer any ownership rights in Milton Roy or imply any rights other than those set forth in these Terms of Use. You must only access Milton Roy in accordance with these Terms of Use.

## 2. USER CONDUCT

**2.1 Username and Password.** You must have a unique username and password to access Milton Roy. You may not share this username and password with any other person. You are solely responsible for: (a) your own conduct when accessing Milton Roy; (b) all actions of any person accessing Milton Roy through the username and password assigned to you; and (c) any violations of these Terms of Use. You must notify Milton Roy immediately of any unauthorized use of your username or password.

### 2.2 Use Restrictions.

**2.2.1 General Use Restrictions.** You must not and must not allow any other person to do or attempt to do any of the following: (a) use Milton Roy or any portion of Milton Roy for any unlawful purpose; (b) market, sublicense, publish, distribute, lend, transfer, or otherwise make Milton Roy or any components or output from Milton Roy available to any third party; (c) alter, maintain, enhance, modify, or create derivatives of Milton Roy; (d) remove any trademark, copyright, or proprietary notices or use any meta tags or other ‘hidden text’ or framing techniques in connection with Milton Roy’ names or trademarks; (e) copy, decompile, disassemble, or otherwise reverse engineer Milton Roy or use any similar means to discover the source code or trade secrets in Milton Roy; (f) use Milton Roy to provide service bureau, time sharing, or other computer services to third parties; (g) circumvent any technological measures that control access to Milton Roy or violate the security of Milton Roy; (i) post, transmit, distribute, or infect Milton Roy with viruses, trojan horses, worms, time bombs, or other destructive functionality; (j) use Milton Roy in any nuclear, aviation, mass transit, life support, or any other inherently dangerous manner; (k) use Milton Roy in any manner that violates the rights of Milton Roy; (l) use screen scrapers, content miners, robots, spiders, web extractors, or any other automated means to access Milton Roy; or (m) use Milton Roy to benefit any party other than you. You represent and warrant that you will not use any Milton Roy for any purpose that is unlawful or prohibited by these Terms of Use. In addition, you represent and warrant that you will not post any ePHI or identifiers to Milton Roy.

**2.2.2 No Competitors.** You cannot access Milton Roy if you are a competitor of Milton Roy or any of its affiliates. You must not permit or attempt to permit any competitor of Milton Roy or any unauthorized third party to access, view, interact with, evaluate, or otherwise use Milton Roy, whether on behalf of you or any third party.

**2.3 Confidentiality.** “Confidential Information” means all information and data regarding Milton Roy or Milton Roy that is identified as confidential and proprietary or that you should reasonably know is confidential by the nature of its disclosure. You must not disclose Confidential Information to third parties and must protect any Confidential Information with the same degree of care as you use to protect your own confidential information, but in no event less than a reasonable degree of care. You represent and warrant that you will not use, reveal, relay, expose, make known, or provide any Confidential Information you receive through Milton Roy to any third parties (even to those third parties

who already have access to the Confidential Information) for any purpose, including but not limited to leveraging lower prices from suppliers.

**2.4 Dealings with Third-Parties and Third-Party Obligations.** Any dealings with third parties that you make through or in connection with your use of Milton Roy are governed by your agreement with that third party. You represent and warrant that your use of Milton Roy and its contents does not violate any obligations (including, but not limited to, contractual or fiduciary duties) that you may have to third parties. Milton Roy is not liable for (i) any quotes or contractual arrangements that you provide to or enter into with third parties (using on your own terms of sale or otherwise, even if you use Milton Roy to prepare such documents) or (ii) any conflicts between these Terms of Use or any other agreement between you and Milton Roy and your third-party dealings.

**2.5 Compliance with Laws.** In using Milton Roy, you must comply at all times with all applicable laws, rules, and regulations. You agree that you will not transfer or export Milton Roy into any country or use Milton Roy in any manner prohibited by the U.S. Export Administration Regulations or any other applicable export control law, restriction, or regulation.

### **3. THIRD-PARTY CONTENT**

Milton Roy may contain content provided to Milton Roy by third parties (each, a “Third-Party Provider”). Third-Party Providers may retain independent intellectual property ownership rights in such third-party content. Use of Milton Roy requires you to accept all terms and conditions passed through from Third-Party Providers. Third-Party Provider pass-through terms are provided in Exhibit A and incorporated by reference into these Terms of Use. To the maximum extent permitted by applicable law, the software provided by the Third-Party Provider hereunder is provided “as is” without any condition or warranty whatsoever by the Third Party Provider. The entire risk associated with the installation and use of the software resides with you. All other conditions or warranties, either express or implied, are disclaimed, including, without limitation, the implied conditions or warranties of merchantability, ownership and fitness for a particular purpose. The Third-Party Provider will not be liable for any indirect, incidental, consequential, special or other damages.

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When you link to another party's site, you should be aware that those companies may use cookies or other means to collect information about you. In this case, the Milton Roy privacy policy and terms will not apply. As Milton Roy does not control these sites, you should be aware that Milton Roy's privacy policy and terms of use do not apply.

### **4. INTELLECTUAL PROPERTY**

**4.1 Data Ownership.** You own any data that you provide, in the past or future, for use with Milton Roy, and you represent and warrant that you will only provide data that you own or you are fully authorized to use or disclose in compliance with applicable law. You hereby specifically agree to release and hold harmless Milton Roy for all claims arising from and/or relating to the use or disclosure of data that you provide to Milton Roy, including but not limited to intellectual property claims. For its own business purposes, Milton Roy has the right to access, manipulate, mask, filter, analyze, use, display, and store any data that you provide to Milton Roy for Milton Roy' business purposes and your agreement to these Terms of Use serves as your specific consent and authorization for Milton Roy to access, manipulate, mask, filter, analyze, use, display, and store, for its own business purposes, any data that you provide to Milton Roy.

**4.2 Feedback and Output.** From time-to-time, Milton Roy may seek or you may offer comments, input, or ideas regarding your use of Milton Roy or Milton Roy's features and functionality generally (“Feedback”). In addition, you will likely develop some output using Milton Roy, including but not limited to creating custom reports (“Output”). Milton Roy welcomes your Feedback regarding Milton Roy and encourage you to use all the functions available in Milton Roy to create Output. Any Feedback that you give to us (either oral or written) or any Output that you develop using Milton Roy is Milton Roy' exclusive property. Your submission of any Feedback or development of any Output constitutes an

assignment to Milton Roy of all rights, title, and interest in all copyrights or intellectual property rights in the Feedback or Output. Milton Roy may use, distribute, manipulate, disclose, publish, or reproduce any Feedback or Output related to your use of Milton Roy, without notice or compensation to you.

**4.3 Navigational Data.** From time-to-time, Milton Roy may use technical methods to track and analyze traffic patterns on Milton Roy, such as the frequency with which you and other users are visiting various parts of the application. Milton Roy may also use tools to measure and collect session information, including page response time, download errors, length of visits, etc. Milton Roy may use this information or employ a third party to help Milton Roy analyze this information to measure site activity, develop new ideas for improving Milton Roy, and for its business purposes.

**4.4 Marks.** You must not remove, alter, deface, obscure, or otherwise modify any of Milton Roy' Marks that are displayed on Milton Roy or any Output, whether those Milton Roy Marks are displayed or otherwise rendered by software or on printed media. In addition, you must not adopt or otherwise use any Marks containing confusingly similar names, designs, or other indicia to Milton Roy' Marks nor dilute Milton Roy' Marks in any manner. "Marks" means all proprietary indicia, trademarks, trade names, symbols, logos, or brand names Milton Roy adopts to identify Milton Roy, its products, or any related parties.

**4.5 IP Rights.** Milton Roy retains title and all other ownership and proprietary rights in and to its IP Rights, and any and all derivative works based on the IP Rights. This ownership and IP Rights include any and all rights in and to patents, trademarks, copyrights, and trade secret rights. The IP Rights are not "work made for hire" within the meaning of U.S. Copyright Act 17 U.S.C. Section 101. You must not copy or reproduce all or any part of the IP Rights, whether electronically, mechanically, or otherwise, in any form including, but not limited to, the copying of data, presentation, style, or organization. "IP Rights" mean Milton Roy and all source code, object code, documentation (whether electronic, printed, written or otherwise), working papers, non-client data, programs, diagrams, models, drawings, flow charts, and research (whether in tangible or intangible form or in written or machine-readable form), and all techniques, processes, inventions, knowledge, know-how, trade secrets (whether in tangible or intangible form or in written or machine-readable form), developed or provided by Milton Roy.

## **5. SECURITY**

**5.1 Security Protections.** Milton Roy's security controls and practices are designed to protect the confidentiality, integrity, and availability of data that is hosted. These practices are aligned with the ISO/IEC 27002 Code of Practice for information security controls, from which a comprehensive set of controls are selected. Your access to Milton Roy is through a secure communication protocol provided by Milton Roy.

**5.2 Backup Your Content.** You must back up, to your own computer or other device, any data or other content that you input into via Milton Roy. Milton Roy does not guarantee or warrant that any content you input or access through Milton Roy will not be subject to inadvertent damage, corruption, or loss.

## **6. MODIFICATIONS**

All content contained herein is subject to change without notice. Milton Roy reserves the right to modify these Terms of Use at any time and to add additional terms and conditions related to specific content accessible through Milton Roy. Milton Roy will update the static Terms of Use tab on the Milton Roy homepage. If you do not agree to any Terms of Use (including any updates to the Terms of Use), then please do not access or use Milton Roy. Milton Roy may terminate, change, suspend or discontinue any aspect of the site, including the availability of any features of the site, at any time. Milton Roy may also impose limits on certain features and services or restrict your access to parts of the site without notice or liability.

**7. QUOTES.** Any quotes prepared through Milton Roy are estimates based on the data entered by you into Milton Roy. We reserve the right to change pricing, delivery times, and other terms if the data entered is incorrect or changes. All quotes are subject to our standard terms and conditions located at <http://www.Milton Roy.com/Terms-and-Conditions-of-a-Sale> and subject to the specifications set forth on any order. ANY QUOTE IS EXPRESSLY LIMITED TO AND EXPRESSLY MADE CONDITIONAL ON YOUR ACCEPTANCE OF THE FOREGOING TERMS AND CONDITIONS WHICH ARE INCORPORATED HEREIN BY REFERENCE. MILTON ROY OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. MILTON ROY RESERVES THER RIGHT TO CHANGE THE TERMS AND CONDITIONS AT ANY TIME WITHOUT NOTIFICATION.

## **8. TERMINATION**

**8.1 Milton Roy's Right to Terminate.** Milton Roy may terminate or suspend this License if it determines that you are violating these Terms of Use or you are taking or facilitating any action that puts Milton Roy, its customers, its systems, or its data at risk in any manner. Milton Roy may provide you with a 10-day period to cure any alleged violations

but has no obligation to allow you access to Milton Roy during the 10-day period. If you fail to cure any alleged violation within this 10-day period or if the violation is not capable of being cured, then Milton Roy may terminate your access to Milton Roy.

**8.2 Effect of Termination.** Upon termination, Milton Roy will disable your username and password. You must not attempt to access or use Milton Roy or represent in any form that you have access to Milton Roy.

**9. ASSIGNMENT AND SUCCESSORS**

Milton Roy may assign any of its rights or obligations under this License. You may not assign any of your rights or obligations under this License without Milton Roy' prior written consent, and any purported assignment by you without Milton Roy' prior written consent is void. Subject to the previous sentence, this License will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns.

**9. NOTICES**

Any questions, comments or legal notices regarding these Terms of Use or Milton Roy must be sent by a mail delivery system that can be tracked to the following address: Accudyne Industries, LLC, 2728 North Harwood Street, Suite 200, Dallas, Texas, United States, 75201; Attn: Legal Department; with an electronic copy to legaldepartment@accudyneindustries.com.

**10. NO WARRANTIES**

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**11. LIMITATION OF LIABILITY**

**IN NO EVENT WILL MILTON ROY BE LIABLE FOR ANY DAMAGES OR COSTS INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR OR ANY PERSON'S USE OF, OR INABILITY TO USE, MILTON ROY. IN NO EVENT WILL MILTON ROY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER MILTON ROY OR THESE TERMS OF USE EXCEED THE \$100.00. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. TO THE EXTENT THOSE EXCLUSIONS OR LIMITATIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH IN THESE TERMS OF USE MAY NOT APPLY TO YOU.**

**MILTON ROY HAS NO LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY ERRORS OR INACCURACIES IN MILTON ROY THAT COULD CAUSE FAILURES, CORRUPTION, OR LOSS OF DATA OR INFORMATION OR ANY OTHER DAMAGE TO YOUR SYSTEMS. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF MILTON ROY, INCLUDING WITHOUT LIMITATION, COSTS INCURRED FOR THE USE OF OR ANY DAMAGE TO YOUR COMPUTERS, EQUIPMENT, DEVICE, PERIPHERALS, SOFTWARE, DATA, OR INFORMATION.**

**12. International Users and Jurisdiction.** This site is maintained and controlled by Milton Roy in the State of Illinois United States of America. Milton Roy makes no representation that materials on this site are appropriate or available for use at other locations outside of the United States and access to this site from territories where this site's contents are illegal is prohibited. If you access this site from locations outside the United States, you are responsible for

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### **13. SURVIVING PROVISIONS**

Sections: 2.5 (Confidentiality), 3 (Content-Specific Terms and Third-Party Content); 4 (Intellectual Property), 10 (Surviving Provisions); and Exhibit A will survive any termination or expiration of this Agreement and continue in full force and effect.

*Version Release: 2018.05.04*

## EXHIBIT A

### THIRD-PARTY CONTENT PROVIDERS PASS-THROUGH TERMS

These pass-through terms are applicable only to the Milton Roy solution that contains the specific third-party content. If you do not agree to the terms and conditions contained in this [Exhibit A](#), then you will not be able to access any content available under Milton Roy, and you should contact your Milton Roy representative for a refund if you have paid any prepaid fees.

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Pass-Through Terms:

None.

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### AUTHORIZATION

By accessing Milton Roy you represent and warrant that you have the requisite organizational authority and full power to accept the Terms of Use and the third-party content provider's pass-through terms set forth in Exhibit A.

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