

PRECISE WEBSITE TERMS OF USE

Effective as of July 28, 2020

I. INTRODUCTION

Precise Systems maintains the website at https://www.goprecise.com/ (the "**Precise Website**" or "**Website**"). By accessing or using the Precise Website, you agree to be bound by the following terms and conditions (these "**Terms of Use**"), including the disclaimers and limitations of liability contained herein. These Terms of Use are a binding legal agreement between you and Precise Systems.

From time to time, we may update these Terms of Use. If we do, we will note near the top of this page the date that any changes are made and/or when they become effective. You should revisit these Terms of Use on a regular basis, as revised versions will be binding upon you. Your continued use of the Precise Website after the effective date of such changes to these Terms of Use will tell us that you agree to those changes.

II. YOUR USE OF THE PRECISE WEBSITE

1. Prohibited Uses; Representations by You

By accessing or using the Precise Website, you agree that you will not use the Precise Website in any way that:

- is unlawful, threatening, violent, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, tortious, indecent, vulgar, profane, obscene, or that Precise Systems deem in its sole discretion to be inappropriate;
- may harm Precise Systems, its service providers, its business partners, or any other person;
- violates or infringes the rights of anyone else;
- gains or tries to gain unauthorized access to the Precise Website, or the computers, networks, or data of Precise Systems or its service providers, or that otherwise modifies or interferes with the use or operation of the Precise Website;
- alters, damages, or deletes any content provided by Precise Systems, or removes or modifies any copyright or other intellectual property notices that appear on the Precise Website;
- contains computer viruses or other disruptive, damaging or harmful files or programs; or otherwise violates these
 Terms of Use or any other guidelines or policies provided by Precise Systems.

In addition, you represent and warrant that:

- if you provide Precise Systems with any information (including payment information via our payment portal), you have the
 right to provide to Precise Systems such information and the information that you provide does not infringe, violate,
 misappropriate or otherwise conflict with the rights of any third party; complies with all applicable local, state, provincial,
 national and other laws, rules and regulations; and does not violate these Terms of Use;
- you will only provide true, accurate and complete information on the Precise Website; and
- you have all requisite rights and authority to enter into these Terms of Use.

2. Your Use of Electronic Documents and Forms on the Precise Website

The Precise Website contains electronic versions of various terms and conditions and forms that you may download (such as on our Supplier Portal). By downloading and using these documents, you agree to the use of electronic documents and records with Precise Systems and all future documents and records in connection with Precise Systems and that this use satisfies any requirement that we provide you these documents and their content in writing. If you do not agree, do not download, or use these electronic documents and forms.



PRECISE WEBSITE TERMS OF USE

III. PRIVACY

The Precise Website Privacy Policy is available at https://www.GoPrecise.com. This Privacy Policy may change from time to time, so review it with regularity and care. The Privacy Policy governs how the information that you provide from your use of the Precise Website may be collected, used and disclosed by Precise Systems. By using the Precise Website, you consent to this collection, use, and disclosure by Precise Systems.

IV. OWNERSHIP OF INTELLECTUAL PROPERTY

Precise Systems and its licensors (and each of their respective successors and assigns) own the copyrights, trademarks, service marks, and trade dress rights to all materials and content displayed on and from the Precise Website (including visual interfaces, interactive features, graphics, designs, databases and their data, computer code, products, software and all other elements and components of the Precise Website) (the "Intellectual Property"). You may not reproduce, modify, create derivative works from, display, frame, perform, publish, distribute, disseminate, transmit, broadcast or circulate any such materials or content to any third party (including displaying or distributing the material using a third-party website) without Precise Systems's prior written consent except to use the Precise Website for its intended purposes. Precise Systems retain all rights that are not otherwise expressly granted in these Terms of Use.

V. DISCLAIMERS

1. Accuracy of Data

Precise Systems make no warranties or representations as to the accuracy, completeness or timeliness of the materials or content provided as part of the Precise Website, including any of the materials, content and forms provided on the Supplier Portal or the Customer Portal. Precise Systems assume no liability or responsibility for any errors or omissions in the Precise Website. No warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any materials or content.

2. Disclaimers

THE PRECISE WEBSITE (INCLUDING THE MATERIALS AND CONTENT PROVIDED ON THE PRECISE WEBSITE) IS PROVIDED "AS IS," AND PRECISE SYSTEMS: (i) MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (ii) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (iii) DOES NOT REPRESENT OR WARRANT THAT THE PRECISE WEBSITE IS OR WILL BE ERROR-FREE, WILL BE CONSTANTLY AVAILABLE OR THAT ACCESS WILL BE UNINTERRUPTED, WILL MEET YOUR REQUIREMENTS, OR WILL BE TIMELY OR SECURE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE PRECISE S WEBSITE. USE OF THE PRECISE WEBSITE IS AT YOUR SOLE RISK. PRECISE SYSTEMS MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED USING THE Precise WEBSITE. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In such event, such warranties are limited to the minimum warranty period allowed by the applicable law. Neither Precise Systems, any of its employees or contractors, nor any other party involved in producing or delivering the Precise Website, shall be held liable for any improper or incorrect use of the Precise Website.

PRECISE S Y S T E M S

PRECISE WEBSITE TERMS OF USE

VI. LIMITATION OF LIABILITY AND INDEMNITY

1. Limitation of Liability

YOU AGREE TO RELEASE PRECISE SYSTEMS, ITS AGENTS, EMPLOYEES AND CONTRACTORS FROM ANY AND ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE PRECISE WEBSITE. YOU AGREE TO INDEMNIFY PRECISE SYSTEMS, ITS AGENTS, EMPLOYEES AND CONTRACTORS AGAINST ALL SUCH CLAIMS, LIABILITIES AND LOSSES BROUGHT BY THIRD PARTIES. YOU FURTHER AGREE THAT THIS RELEASE EXTENDS TO ANY PARTY CLAIMING UNDER YOU AND THAT NO INSURANCE COMPANY WILL HAVE ANY RIGHT OF SUBROGATION.

NEITHER PRECISE SYSTEMS, ITS AGENTS, EMPLOYEES NOR CONTRACTORS WILL BE LIABLE TO YOU OR ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) IN CONNECTION WITH THE PRECISE WEBSITE, EVEN IF PRECISE SYSTEMS, ITS AGENTS, EMPLOYEES OR ITS CONTRACTORS ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CLAIMS, INCLUDING, WITHOUT LIMITATION, CLAIMS IN CONTRACT AND TORT (SUCH AS NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS MAY NOT APPLY TO YOU. WITHOUT LIMITING THE FOREGOING, THE PRECISE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

2. Indemnity

You agree to indemnify, defend, and hold Precise Systems harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Precise Website and any information you submit to Precise Systems via the Precise Website; or violating these Terms of Use, the Precise Website Privacy Policy, or any applicable law or regulation, or the rights of any third party.

VII. APPLICABLE LAW

Any dispute arising out of your use of the Precise Website shall be resolved according to the laws of the State of Maryland, United States of America, without giving effect to that state's principles of conflicts of laws. The federal and state courts of Maryland shall have exclusive jurisdiction over all claims.

VIII. CONTACT US

Any questions regarding these Terms of Use should be directed to Precise@GoPrecise.com. You also may write to:

PRECISE SYSTEMS
Attn: Corporate Relations
22290 Exploration Drive, Suite 400
Lexington Park, Maryland 20653