

TERMS OF SERVICE

CSE Corporation (“CSE” or “We”), a Pennsylvania corporation, provides access to and use of the services, which may include our website, APIs, email notifications, and application (the "Services"), and any information, manuals, training videos, text, graphics, photos or other materials downloaded or accessed from the Services (collectively referred to as "Content"), subject to these Terms of Service ("Terms"). Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms, which may be updated by CSE from time to time without notice to you. You can review the most current version of the Terms at: www.csecorporation.com. By accessing or using the Services you agree to be bound by these Terms.

1. Basic Terms

You are responsible for your use of the Services, for any text, forms, files, or other material you submit to CSE using the Services, and for any consequences thereof. You may use the Services only if you can form a binding contract with CSE and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that CSE provides are always evolving and the form and nature of the Services that CSE provides may change from time to time without prior notice to you. In addition, CSE may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on your use of the Services at our sole discretion at any time without prior notice to you.

The Services may include advertisements, which may be targeted based on your use of the Services, queries made through the Services, or other information provided directly or indirectly to CSE. The types and extent of advertising by CSE on the Services are subject to change. In consideration for CSE granting you access to and use of the Services, you agree that CSE and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

2. Privacy

Any personal information that you provide to CSE is subject to our Privacy Policy, which governs our collection and use of your personal information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by CSE. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your CSE account, which you may not be able to opt-out from receiving.

3. Passwords

You are responsible for safeguarding the password, if required, that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords

(passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. CSE cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

4. Content on the Services

The information and Content presented on or through the Services is made available solely for general information purposes. We do not guarantee the completeness or accuracy of any Content or communications posted via the Services or endorse any opinions from third parties expressed via the Services. Under no circumstances will CSE be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere. Any reliance you place on such information is strictly at your own risk. For support for CSE products, please contact your service representative or the dealer from which you purchased the CSE product.

5. Your License To Use the Services

CSE gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Content that is provided to you by CSE as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by CSE, in the manner permitted by these Terms.

6. CSE's Rights

All right, title, and interest in and to the Services and Content are and will remain the exclusive property of CSE. The Services and Content are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the CSE name or any of the CSE trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding CSE, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

7. Restrictions on Content and Use of the Services

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, CSE' computer systems, or the technical delivery systems of CSE' providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by CSE (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with CSE; (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

8. Linking and Social Media Features

You may link to our website provided with the Services, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part. Further, the Services

may provide certain social media features that enable you to: link from your own or certain third-party websites to certain Content; send e-mails or other communications with certain Content, or links to certain Content; and cause limited portions of Content to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us and solely with respect to the Content they are displayed with. Subject to the foregoing, you must not: (i) establish a link from any website that is not owned by you; (ii) cause the Services or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site; (iii) link to any part of the website offered with the Services other than the homepage; (iv) otherwise take any action with respect to the Content that is inconsistent with any other provision of these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

9. Ending These Terms

The Terms will continue to apply until terminated by either you or CSE as follows. You may end your legal agreement with CSE at any time for any reason by deactivating your accounts and/or discontinuing your use of the Services. You do not need to specifically inform CSE when you stop using the Services.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms; (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 4, 5, 6, 7, 10, and 11. Nothing in this section shall affect CSE's rights to change, limit or stop the provision of the Services without prior notice, as provided above in section 1.

10. Disclaimers and Limitations of Liability

Please read this section carefully since it limits the liability of CSE and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "CSE Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

The Services and Content are for informational purposes only. The Services and Content are not intended to be a substitute for seeking support from an authorized service representative. Reliance on any information provided by the Services or Content provided by the CSE Entities is solely at your own risk.

A. The Services are Available "AS-IS"

You assume all risks and responsibility with respect to your use of the Services. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE CSE ENTITIES DISCLAIM ALL WARRANTIES AND CONDITION, WHETHER EXPRESS OR IMPLIED, OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The CSE Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security, or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the CSE Entities or through the Services, will create any warranty not expressly made herein.

B. External Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that the CSE Entities are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the CSE Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CSE ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE CSE ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID CSE, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE CSE ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

D. Indemnification

By using the Services, you agree to indemnify, hold harmless and defend the CSE Entities from any claims, damages, losses, liabilities and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim (including without limitation, claims made by third parties for infringement of intellectual property rights) by a third party that arises in connection with (i) your use or misuse of the Services; (ii) your breach of the Terms of Use; (iii) your violation of any law or the rights of a third party; or (iv) your submissions. You agree to cooperate as fully as reasonably required in the defense of any claim. CSE Entities reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you for which you will remain responsible for indemnifying and holding harmless the CSE Entities.

12. General Terms

A. Waiver and Severability

The failure of CSE to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

B. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the Commonwealth of Pennsylvania without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Westmoreland County, Pennsylvania, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

C. Entire Agreement

These Terms and our Privacy Policy are the entire and exclusive agreement between CSE and you regarding the Services (excluding any services for which you have a separate agreement with CSE that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between CSE and you regarding the Services.