

Blue Triangle Technologies General Terms of Use

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Last updated March 8, 2016.

These terms govern your use of our website or services such as the Blue Triangle Synthetic, Blue Triangle RUM, eRevenueInsights, (collectively, “**Services**”) and software that we include as part of the Services, including any applications, Content Files (defined below), scripts, instruction sets, and any related documentation (collectively

“**Software**”). By using the Services or Software, you agree to these terms. If you have entered into another agreement with us concerning specific Services or Software, then the terms of that agreement controls where it conflicts with these terms. **As discussed more in Section 3 below, you retain all rights and ownership you have in your content that you make available through the Services.**

1. How this Agreement Works.

1.1 Choice of Law. If you reside in North America, your relationship is with Blue Triangle Technologies Inc., a United States company, and the Services and Software are governed by the law of Virginia, U.S.A. You may have additional rights under the law. We do not seek to limit those rights to the extent prohibited by law.

1.2 Eligibility. You may only use the Services if you are (a) over 13 years old and (b) allowed by law to enter into a binding contract.

1.3 Privacy. The Privacy Policy at <http://www.bluetriangletech.com/privacy-policy> governs any personal information you provide to us. **By using the Services or Software you agree to the terms of the Privacy Policy.**

1.4 Availability. Pages describing the Services are accessible worldwide but this does not mean all Services or service features are available in your country, or that user-generated content available via the Services is legal in your country. We may block access to certain Services (or certain service features or content) in certain countries. It is your responsibility to make sure your use of the Services is legal where you use them. Services are not available in all languages.

1.5 Software. The Software is **licensed, not sold**, only in accordance with these terms.

1.6 Additional Terms. Some Services or Software are also subject to the additional terms below (the “**Additional Terms**”). New Additional Terms may be added from time to time.

1.7 Order of Precedence. If there is any conflict between the terms in this Agreement and the Additional Terms, then the Additional Terms govern in relation to that Service or Software.

1.8 Modification. We may modify or discontinue the Services, Software, or any portions or features thereof at any time without liability to you or anyone else. However, we will make reasonable effort to notify you before we make the change. We will also allow you a reasonable time to download your content. If we discontinue a Service in its entirety, then we will provide you with a pro rata refund for any unused fees for that Service that you may have prepaid.

2. Use of Service.

2.1 License. Subject to your compliance with these terms and the law, you may access and use the Services.

2.2 Blue Triangle Technologies Intellectual Property. We (and our licensors) remain the sole owner of all right, title, and interest in the Services and Software. We reserve all rights not granted under these terms.

2.3 Storage. When the Services provide storage, we recommend that you continue to back up your content regularly. We may create reasonable technical limits on your content, such as limits on file size, storage space, processing capacity, and other technical limits. We may suspend the Services until you are within the storage space limit associated with your account.

2.4 User-Generated Content. We may host user-generated content from our users. If you access our Services, you may come across content that you find offensive or upsetting. Your sole remedy is to simply stop viewing the content. If available, you may also click on the 'Report' button to report the content to us.

3. Your Content.

3.1 Ownership. You retain all rights and ownership of your content. We do not claim any ownership rights to your content.

3.2 Licenses to Your Content in Order to Operate the Services. We require certain licenses from you to your content to operate and enable the Services. When you upload content to the Services, you grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, display in reports and online reporting systems accessible by your staff, and translate the content as needed per section 3.4. **This license is only for the purpose of operating and improving the Services.**

3.3 Our Access. We will not access, view, or listen to any of your content, except as reasonably necessary to perform the Services. Actions reasonably necessary to perform the Services may include (but are not limited to) (a) responding to support requests; (b) detecting, preventing, or otherwise addressing fraud, security, unlawful, or technical issues; and (c) enforcing these terms.

3.4 Sharing Your Content.

(a) **Sharing.** Some Services may provide features that allow you to Share your content with other users or to make it public. “**Share**” means to email, post, transmit, upload, or otherwise make available (whether to us or other users) through your use of the Services. Other users may use, copy, modify, or re-share your content in many ways. Please consider carefully what you choose to Share or make public as you are entirely responsible for the content that you Share.

(b) **Level of Access.** We do not monitor or control what others do with your content. You are responsible for determining the limitations that are placed on your content and for applying the appropriate level of access to your content. If you do not choose the access level to apply to your content, the system may default to its most permissive setting. It’s your responsibility to let other users know how your content may be shared and adjust the setting related to accessing or sharing of your content.

(c) **Comments.** The Services may allow you to comment on content. Comments are not anonymous, and may be viewed by other users. Your comments may be deleted by you, other users, or us.

3.5 Termination of License. You may revoke this license to your content and terminate our rights at any time by removing your content from the Service. However, some copies of your content may be retained as part of our routine backups.

3.6 Feedback. You have no obligation to provide us with ideas, suggestions, or proposals (“**Feedback**”). However, if you submit Feedback to us, then you grant us a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferrable, to use, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

3.7 Account Information.

You are responsible for all activity that occurs via your account. Please notify Customer Support immediately if you become aware of any unauthorized use of your account. You may not (a) Share your account information (except with an authorized account administrator) or (b) use another person’s account. Your account administrator may use your account information to manage your use and access to the Services.

4. Use of Software.

4.1 Subscription-Based Software License.

If we provide the Software to you as part of your subscription to use the Services, then subject to your compliance with these terms, we grant you a non-exclusive license to install and use the Software: (a) in the Territory, (b) so long as your subscription is valid, and (c) consistent with these terms and related documentation accompanying the Software. “**Territory**” means worldwide, but excludes any U.S. embargoed countries and countries where you are prohibited from using the Software or the Services.

4.2 Device-Based Software License. If you have purchased a Software license based on number of devices (such as if you have purchased Blue Triangle Synthetic, Blue Triangle RUM or eRevenueInsights for education), then this Section 4.2 applies:

(a) **License.** Subject to your compliance with these terms and the license scope specified in the documentation accompanying the Software, we grant you a non-exclusive license to install and use the Software: (1) in the Territory, (2) during the term of the license, (3) within the license scope, and (4) consistent with these terms and related documentation accompanying the Software.

(b) **Distribution from a Server.** If permitted in a license document between us and you, you may copy an image of the Software onto a computer file server within your Intranet for the purpose of downloading and installing the Software onto computers within the same Intranet. “**Intranet**” means a private, proprietary computer network you and your authorized employees and contractors can access. Intranet does not include portions of the Internet, network communities open to suppliers, vendors, or service providers, or network communities open to the public (such as membership or subscription-driven groups, associations, and similar organizations).

4.3 General License. If the Software is provided as part of the Services without restrictions on subscription or number of devices, then subject to your compliance with these terms, we grant you a non-exclusive license to install and use the Software (a) in the Territory, (b) for the purpose of using and accessing of the Services, and (c) consistent with these terms and related documentation accompanying the Software.

4.5 Restrictions and Requirements.

(a) **Proprietary Notices.** You must ensure that any permitted copy of the Software that you make contains the same copyright and other proprietary notices that appear on or in the Software.

(b) **Restrictions.** Unless permitted in these terms, you must not:

(1) modify, port, adapt, or translate the Software;

(2) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software;

(3) use or offer the Software on a service bureau basis;

(4) (i) circumvent technological measures intended to control access to the Software or (ii) develop, distribute, or use with the Software, products that circumvent the technological measures; or

(5) rent, lease, sell, sub-license, assign, or transfer your rights in the Software, or authorize any portion of the Software to be copied onto another's device. If you purchase Blue Triangle Synthetic, Blue Triangle RUM or eRevenueInsights for education (named user), then you may designate seats pursuant to the applicable documentation.

4.6 Territory. If you purchase more than one Software license, you must not install or deploy the Software outside of the country where you purchased the license unless otherwise permitted under volume licensing program you have entered into with us. If you live in the European Economic Area, "country" means the European Economic Area. We may terminate the license granted herein or suspend the Blue Triangle Synthetic, Blue Triangle RUM or eRevenueInsights subscription or access to the Services if we determine that you are using the Software or Services in violation of this Section.

4.7 Activation.

The Software may require you to take certain steps to activate your Software or validate your subscription. Failure to activate or register the Software, validate the subscription, or a determination by us of fraudulent or unauthorized use of the Software may result in reduced functionality, inoperability of the Software, or a termination or suspension of the subscription.

5. User Conduct.

5.1 Responsible Use. The Blue Triangle Technologies communities often consist of users who expect a certain degree of courtesy and professionalism. You must use the Services responsibly.

5.2 Misuse. You must not misuse the Services or Software. For example, you must not:

(a) copy, modify, host, sublicense, or resell the Services;

(b) enable or allow others to use the Service or Software using your account information;

(c) use the content or Software included in the Services to construct any kind of database;

(d) access or attempt to access the Services by any means other than the interface we provided or authorized;

(e) circumvent any access or use restrictions put into place to prevent certain uses of the Services;

(f) Share content or engage in behavior that violates anyone's Intellectual Property Right ("**Intellectual Property Rights**" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights.);

(g) Share any content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, or hateful;

(h) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(i) attempt to disable, impair, or destroy the Services, software, or hardware;

(j) disrupt, interfere with, or inhibit any other user from using the Services (such as stalking, intimidating, or harassing others, inciting others to commit violence, or harming minors in any way),

(k) engage in chain letters, junk mails, pyramid schemes, spamming, or other unsolicited messages;

(l) market or advertise any products or services through the Services unless we specifically allowed you to do so;

(m) use any data mining or similar data gathering and extraction methods in connection with the Services; or

(n) violate applicable law.

6. Fees.

You must pay any applicable taxes, and any applicable third-party fee (including, for example telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees). We are not responsible for these fees. We may take steps to collect the fees you owe us. You are responsible for all related collection costs and expenses.

7. Your Warranty and Indemnification Obligations.

7.1 Warranty. By uploading your content to the Services, implementing service tags, or creating an account on the Blue Triangle Technologies systems you agree that you have: (a) all necessary licenses and permissions, to use and Share your content and (b) the rights necessary to grant the licenses in these terms.

7.2 Indemnification. You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages,

including reasonable attorneys' fees, arising out of or related to your content, your use of the Services or Software, or your violation of these terms.

8. Disclaimers of Warranties.

8.1 Unless stated in the Additional Terms, the Services and Software are provided "AS-IS." To the maximum extent permitted by law, we disclaim all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We make no commitments about the content within the Services. We further disclaim any warranty that (a) the Services or Software will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results that may be obtained from the use of the Services or Software will be effective, accurate, or reliable; (c) the quality of the Services or Software will meet your expectations; or that (d) any errors or defects in the Services or Software will be corrected.

8.2 We specifically disclaim any liability for any actions resulting from your use of any Services or Software. You may use and access the Services or Software at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use and access of any Service or Software.

9. Limitation of Liability.

9.1 Unless stated in the Additional Terms, we are not liable to you or anyone else for any special, incidental, indirect, consequential, or punitive damages whatsoever (even if we have been advised of the possibility of these damages), including those (a) resulting from loss of use, data, or profits, whether or not foreseeable, (b) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or (c) arising from any other claim arising out of or in connection with your use of or access to the Services or Software. Nothing in these terms limits or excludes our liability for gross negligence, for our (or our employees') intentional misconduct, or for death or personal injury.

9.2 Our total liability in any matter arising out of or related to these terms is limited to US \$100 or the aggregate amount that you paid for access to the Service and Software during the three-month period preceding the event giving rise to the liability, whichever is larger. This limitation will apply even if we have been advised of the possibility of the liability exceeding the amount and notwithstanding any failure of essential purpose of any limited remedy.

9.3 The limitations and exclusions in this Section 9 apply to the maximum extent permitted by law.

10. Termination.

10.1 Termination by You. You may stop using the Services at any time. Termination of your account does not relieve you of any obligation to pay any outstanding fees.

10.2 Termination by Us. If we terminate these terms for reasons other than for cause, then we will make reasonable effort to notify you at least 30 days prior to termination via the email address you provide to us with instructions on how to retrieve your content. Unless stated in Additional Terms, we may at any time terminate these terms with you if:

(a) you breach any provision of these terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms);

(b) you fail to make the timely payment of fees for the Software or the Services, if any;

(c) we are required to do so by law (for example, where the provision of the Services or Software to you is, or becomes, unlawful);

(d) we elect to discontinue the Services or Software, in whole or in part; or

(e) there has been an extended period of inactivity in your free account.

10.3 Termination by Group Administrator. Group administrators for a Service such as “ERevueView” may terminate a user’s access to a Service at any time. If your group administrator terminates your access, then you may no longer be able to access content that you or other users of the group have shared on a shared workspace within that Service.

10.4 Survival. Upon expiration or termination of these terms, any perpetual licenses you have granted, your indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in these terms will survive. Upon the expiration or termination of the Services, some or all of the Software may cease to operate without prior notice.

11. Investigations.

11.1 Screening. We do not review all content uploaded to the Services, but we may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing, or keywords).

11.2 Disclosure. We may access or disclose information about you, or your use of the Services, (a) when it is required by law (such as when we receive a valid subpoena or search warrant); (b) to respond to your requests for customer service support; or (c) when we, in our discretion, think it is necessary to protect the rights, property, or personal safety of us, our users, or the public.

12. Export Control Laws.

The Software, Services, content, and your use of the Software, Services, and content, are subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Software, Services, and content. You agree to comply with all the laws, restrictions, and regulations.

13. Dispute Resolution.

13.1 Venue. Any claim or dispute you may have against us must be resolved by (a) a court located in Richmond, Virginia, U.S.A., if the law of Virginia, U.S.A., governs the Services, and (b) a court located in Dublin, Ireland, if the law of Ireland governs the Services. You agree to submit to the personal jurisdiction of the applicable court for the purpose of litigating the claim or dispute. The parties specifically disclaim the applicability of the U.N. Convention on Contracts for the International Sale of Goods.

13.2 Injunctive Relief. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Services or content in violation of these terms you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

14. Specific Software Terms.

This section applies to specific Software and components. If there is any conflict between this section and other sections, then this section governs in relation to the relevant Software or components.

14.1 Javascript Tag. The javascript code that is placed on your site to allow data collection.

14.2 Blue Triangle Portal. The web accessible site where your reports and data can be viewed and displayed to audience of your choosing.

(a) Additional Definitions.

(1) "**Deploy**" means to deliver or otherwise make available, directly or indirectly, by any means including but not limited to a network or Internet.

15. Jurisdiction-Specific Terms.

This section applies to specific jurisdictions. If there is any conflict between this section and other sections, then this section governs in relation to the relevant jurisdiction.

15.1 European Economic Area.

(a) **Warranty.** If you obtained the Software in the European Economic Area (EEA), you usually reside in the EEA and you are a consumer (that is, your use of the Software is for business related purposes), then your warranty period with regard to the Software is the duration of your subscription. Our entire liability related to any warranty claim and your sole and exclusive remedy under any warranty will be limited to either, at our option, support of our Software based on the warranty claim, replacement of the Software, or if support or replacement is not practicable, refund of prepaid and unused subscription fee proportionate to the specific Software. Furthermore, while these terms apply to any damages claims you make in respect of your use of the Software, we will be liable for direct losses that are reasonably foreseeable in the event of our breach of this agreement. You should take all reasonable measures to avoid and reduce damages, in particular by making backup copies of the Software and its computer data.

(b) **Decompilation.** Nothing included in these terms limits any non-waivable right to decompile the Software that you may enjoy under the law. For example, if you are located in the European Union (EU), you may have the right under applicable law to decompile the Software if it is necessary to do so in order to achieve interoperability of the Software with another software program and we has not made this information available. Under this circumstance, you must first ask us in writing to provide the information necessary to achieve this interoperability. In addition, the decompilation may only be performed by you or someone who may use the Software on your behalf. We have the right to impose reasonable conditions before providing the information. You may use the information we supply or that you obtain only for the purpose described in this paragraph. You may not disclose the information to any third party or use the information in a manner that infringes our copyright or a copyright of one of our licensors.

15.2 Australia. If you obtained the Software in Australia, then the following provision applies, notwithstanding anything stated to the contrary in these terms:

NOTICE TO CONSUMERS IN AUSTRALIA:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

16. Notice to U.S. Government End Users.

For U.S. Government procurements, Software is a commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S.

Government must be in accordance with license rights and restrictions described in these terms.

17. Notification of Copyright Infringement.

17.1 DMCA. We respect the Intellectual Property Rights of others and we expect our users to do the same. We will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act (“DMCA”).

17.2 Take-Down Notice. If you believe that your work has been infringed in connection with the Services, please provide written notification via regular mail or via fax (not via email or phone) to our Copyright Agent (contact information below) that contains all of the following elements:

(a) A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;

(b) A description of the copyrighted work(s) infringed;

(c) A description of where the content that you claim is infringing is located on the Services;

(d) Information sufficient to permit us to contact you, such as your physical address, telephone number, and email address;

(e) A statement by you that you have a good faith belief that the use of the content identified in your notice in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(f) A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner’s behalf.

Before you file the notification, please carefully consider whether or not the use of copyrighted material at issue is protected by the “fair use” doctrine, as you could be liable for costs and attorneys’ fees should you file a takedown notice where there is no infringing use. If you are unsure whether a use of your copyrighted material constitutes infringement, please contact an attorney. In addition, you may wish to consult publicly available reference materials such as those found at the U.S. Copyright website or at www.chillingeffects.org.

17.3 Counter-Notice. If you believe we disabled or removed access to your content as a result of an improper copyright infringement notice, please provide, pursuant to the DMCA, written notification via regular mail or via fax (not via email or phone) to our Copyright Agent (contact information below), which must contain all of the following elements:

- (a) A physical or electronic signature of the subscriber;
- (b) Identification of the content that was removed from the Services and the location of the Service on which the content appeared before it was removed;
- (c) A statement under penalty of perjury that you have a good faith belief that the content was removed or disabled as a result of mistake or misidentification of the content to be removed or disabled;
- (d) Information sufficient to permit us to contact you, such as your physical address, telephone number, and email address; and
- (e) A statement that you consent to jurisdiction of the Federal District court for the district where you reside (or of Richmond, Virginia if you reside outside of the United States) and that you will accept service of process from the person who provided notification under DMCA subsection (c)(1)(C) or an agent of the person.

Before you file a counter-notification, please carefully consider whether or not the use of the copyrighted material at issue is infringing, as you could be liable for costs and attorneys' fees in the event that a court determines your counter-notification misrepresented that the content was removed by mistake. If you are unsure whether use of the content at issue constitutes infringement, please contact an attorney. In addition, you may wish to consult publicly available reference materials such as those found at www.chillingeffects.org.

17.4 Copyright Agent. Our Copyright Agent for notice of claims of copyright infringement can be reached as follows:

By mail:
Copyright Agent
Blue Triangle Technologies Inc.
9097 Atlee Station Road Suite 304
Mechanicsville, VA 23116

By email: ops@bluetriangletech.com
By telephone: 804-226-0623

The Copyright Agent will not remove content from the Services in response to phone or email notifications regarding allegedly infringing content, since a valid DMCA notice must be signed, under penalty of perjury, by the copyright owner or by a person authorized to act on his or her behalf. Please submit the notifications by fax or ordinary mail only and as further described by this section. The Copyright Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and that the infringement is occurring on the Services. All other inquiries directed to the Copyright Agent will not be responded to.

18. Compliance with Licenses.

If you are a business, company, or organization, then we may, no more than once every 12 months, upon seven 7 days' prior notice to you, appoint our personnel or an independent third party auditor who is obliged to maintain confidentiality to inspect your records, systems, and facilities to verify that your installation and use of any and all Software or Services is in conformity with its valid licenses from us. Additionally, you will provide us with all records and information requested by us in order to verify that its installation and use of any and all Software and Services is in conformity with your valid licenses from us within 30 days of our request. If the verification discloses a shortfall in licenses for the Software or Services, you will immediately acquire any necessary licenses, subscriptions, and any applicable back maintenance and support. If the underpaid fees exceed 5% of the value of the payable license fees, then you will also pay for our reasonable cost of conducting the verification.

19. Miscellaneous.

19.1 English Version. The English version of these terms will be the version used when interpreting or construing these terms.

19.2 Notice to Blue Triangle Technologies. You may send the notices to us to at the following address: Blue Triangle Technologies Inc., 9097 Atlee Station Rd. Suite 304, Mechanicsville, VA 23116, Attention: General Counsel.

19.3 Notice to You. We may notify you by email, postal mail, postings within the Services, or other legally acceptable means.

19.4 Entire Agreement. These terms constitute the entire agreement between you and us regarding your use of the Services and Software and supersede any prior agreements between you and us relating to the Services.

19.5 Non-Assignment. You may not assign or otherwise transfer these terms or your rights and obligations under these terms, in whole or in part, without our written consent. We may transfer our rights under these terms to a third party.

19.6 Severability. If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.

19.7 No Waiver. Our failure to enforce or exercise any of these terms is not a waiver of that section.