



## **DRAFT TOS - USE ONLY FOR TESTING PURPOSES**

### **TRX Terms of Use**

WELCOME TO TRX! THESE TERMS OF USE GOVERN YOUR USE OF THE TRX (“OUR”) SERVICES.

YOU MAY ONLY USE OUR SERVICES DURING AN AUTHORIZED COMPLIMENTARY PERIOD OR AN ACTIVE SUBSCRIPTION PERIOD PURCHASED BY THE COMPANY THAT PROVIDED TO YOU YOUR ACCESS CODE TO THE SERVICES, AS AN EMPLOYEE OR CONTRACTOR OF SUCH COMPANY (THE “COMPANY”).

BY SIGNING IN TO OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SERVICE IS GOVERNED BY THESE TERMS OF SERVICE AND THE MASTER SUBSCRIPTION AGREEMENT BETWEEN TRX AND THE COMPANY (THE “MSA”). IF YOU ARE NO LONGER AN EMPLOYEE OR CONTRACTOR OF THE COMPANY WHO OWNS THIS USER ACCOUNT, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT SIGN IN AND MAY NOT USE THE SERVICES.

You may not access the Services if:

You are or become Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on May 29, 2012. It is effective between You and Us as of the date You accept this Agreement.

### **1. DEFINITIONS**

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Non-TRX Applications" means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the Services, including but not limited to those identified as MacroRisk Analytics or by a similar designation.

"Order Form" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

"Purchased Services" means Services that Your company or Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a "Setup and Training".

"Services" means the products and services that are ordered by You on an Order Form and made available by Us via Remote Desktop through an active user login. "Services" exclude Non-TRX Applications.

"User" means an individual who is authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by Us. Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"Terms" means this document, the terms Terms of Use.

"We," "Us" or "Our" means TRX, the company described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Alternative Dispute Resolution).

"You" or "Your" means you, the User that agrees to these Terms.

"Your Company" means the company or other legal entity for which you are using Our Services.

"Your Data" means all electronic data or information submitted by You to the Purchased Services. Your Data does not include any metrics generated by TRX from Your use of the Services.

### **3. APPROPRIATE CONDUCT**

3.1 You agree that you are responsible for Your own conduct and any data or customizations and settings that You create, transmit or display while using Our Services and for any consequences thereof.

3.2 You agree to use Our services only for purposes that are legal, proper and in accordance with the terms and the MSA. You agree that You will not engage in any activity that interferes with or disrupts Our services or servers or networks connected to Our services.

3.3 You agree to comply with Your Company's data usage and privacy policies. Users outside of the United States agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to and from the United States or Your country of residence.

3.4. You shall (i) be responsible for compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the

documentation we make available through the Service and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than You and your Company, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks. You acknowledge that the Services constitute the confidential, trade secret information of TRX and you agree to and shall not use or disclose the Services or any documentation for any purpose other than your permitted use as part of the Service.

#### **4. PROPRIETARY RIGHTS**

4.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

4.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivate works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

4.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, relating to the operation of the Services.

#### **5. INDEMNIFICATION**

You agree to indemnify Us and hold Us harmless against any and all costs, damages, expenses, liabilities, and claims resulting from, caused by, or attributable to any failure by You to comply with or perform any obligation or other provisions of this Agreement.

#### **12. TERM AND TERMINATION**

12.1. Term of Agreement. This Agreement commences on the date Your company purchase a subscription to use Our services and continues until all Your User subscriptions granted in accordance with that subscription has expired or been terminated.

13.2 Your User Account is provided under the terms of a MSA and all terms of the MSA are incorporated herein by this reference.

Entire Agreement. These Terms of Use, along with the MSA, including all exhibits and addenda thereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. These Terms of No modification, amendment, or waiver of any provision of these Terms of Use shall be effective against Us unless in writing and either signed or accepted electronically by Us . However, to the extent of any conflict or inconsistency between the provisions in the body of these Terms of Use and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of these Terms of Use, and all such terms or conditions shall be null and void.