

## Web Site Terms and Conditions

Welcome to the MEGTEC Web site (the "Web site"). The MEGTEC family of companies, includes MEGTEC Systems, Inc. and its predecessor companies, affiliates, subsidiaries, and divisions (referred to throughout this document and Web site individually and collectively as "MEGTEC" and as, "we," "us," or "our"). MEGTEC provides the following Terms and Conditions Agreement (the "Agreement") to govern your use of the Internet Web site owned and operated by MEGTEC (the "Service"). Please carefully review this entire Agreement. The Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained in the Agreement. Your use of the Service constitutes your binding consent to all such terms, conditions, and notices. If you do not agree to be bound by this Agreement, you are not authorized to use this Service.

### 1. Privacy

Please review our Privacy Policy, which also governs your visit to the Web site, so that you may understand our privacy practices.

### 2. Accuracy of Information

We attempt to be as accurate as possible when describing our products and services on the Web site; however, to the extent permitted by applicable law, we do not warrant that the product and services descriptions, or other content on the Web site is accurate, complete, reliable, current, or error-free. Products and services described on this Web site are subject to change without notice.

### 3. Intellectual Property

All content available on the Web site, including, but not limited to, text, graphics, logos, button icons, images, audio clips, video, data compilations, and software, and the compilation thereof (the "Content") is the property of MEGTEC, and is protected by United States and international copyright laws.

The trademarks, logos, and service marks displayed on the Web site (collectively, the "Trademarks") are the registered and unregistered marks of MEGTEC, in the United States and other countries, and are protected by United States and international trademark laws. All other Trademarks not owned by MEGTEC, our affiliates, our partners or our licensors that appear on the Web site, are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

### 4. No Professional Advice

Any information supplied through the Service or by any employee or agent of MEGTEC, whether by telephone, e-mail, letter, facsimile, or other form of communication, is for educational purposes or general guidance on the use of the Service, and does not constitute safety, legal, tax, accounting, or other professional advice. The receipt of any questions or feedback you submit to MEGTEC does not create a professional relationship and does not create any confidentiality privileges beyond those described in our Privacy Policy.

### 5. Modification of This Agreement

MEGTEC reserves the right to amend this Agreement at any time. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Terms and Conditions to which you are bound. Your use of the Service after the posting of modifications to this Agreement will constitute your acceptance of this Agreement, as modified. If at any time you do not wish to accept this Agreement, you are not thereafter authorized to use the Service.

### 6. Third-Party Links

We are not responsible for the content of any off-Web site pages or any other Web sites linked to or from the Web site. Links appearing on the Web site are for your convenience only and are not an endorsement by us, our affiliates, or our partners of the referenced content, product, service, or supplier. Your linking to or from any off-Web pages or other Web sites is at your own risk. We are in no way responsible for examining or evaluating, and we do not warrant the offerings of off-Web site pages or any other Web sites linked to or from the Web site, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and Web sites, including, without limitation, their privacy statements and terms and conditions.

#### Guidelines for Linking to this Site:

If you want to link to this site, you must comply with the following restrictions.

- (1) first submit a written request to MEGTEC and receive written approval;
- (2) upon approval by MEGTEC, you may link to, but not replicate MEGTEC's content (frames or iframes);
- (3) not create a browser or border environment around MEGTEC's content;
- (4) not imply that MEGTEC is endorsing it or its products;
- (5) not misrepresent its relationship with MEGTEC;
- (6) not present false information about MEGTEC or its business;
- (7) not use the MEGTEC logo without the expressed, written permission of MEGTEC; and
- (8) not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups

#### **7. Choice of Law and Forum**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, excluding its conflict of law rules. You and MEGTEC expressly agree to submit to the exclusive jurisdiction and venue of the courts in Wisconsin in all disputes arising out of or relating to the use of this Service.

#### **8. Limitation of Liability**

In no event will MEGTEC or its affiliates or any party involved in creating, producing, or delivering this service, be liable for any direct, incidental, consequential, indirect, special, or punitive damages out of your access, use, misuse, or inability to use this service or any linked services, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmissions, computer virus, or line or system failure.

MEGTEC reserves the right to alter the content of this service in any way, at any time, for any reason, without prior notification, and will not be liable for possible consequences of such changes. These limitations apply even if MEGTEC has been advised of the possibility of such damage.

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, MEGTEC's liability in such jurisdictions shall be limited to the extent permitted by law.

#### **9. Indemnification**

You agree to defend, indemnify, and hold us harmless for any loss, damages, or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your use of the Web site. You also agree to indemnify us for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

#### **10. No Waiver**

The failure of MEGTEC to enforce any provisions of this Agreement or respond to a breach by your or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.