



## ETQ Mobile App Terms and Conditions

These Mobile App Terms and Conditions are part of the ETQ Master Subscription Agreement, Master Software License Agreement, or other written Software license agreement executed by ETQ and Customer as applicable (the "Agreement"). Capitalized terms used in this document and not defined in this document shall have the respective meanings set forth in the applicable Agreement; provided that in these Terms and Conditions, the term "Services" applies to any Services and Services and shall also refer to the Mobile App.

These Mobile App Terms and Conditions apply to Customer's use of the Mobile App by Customer under the terms of the Agreement between ETQ, LLC and the Customer that is a party to the Agreement, and is incorporated into the Agreement by reference. Capitalized terms will have the meaning specified in the Agreement. We reserve the right to change the terms of these Mobile App Terms and Conditions at any time by posting a revised version at <https://www.etq.com/company/legal-agreements.shtml>.

Effective Date: January 24, 2019

### DEFINITIONS.

**"Device"** means an Apple iOS-based, Google Android-based computing tablet, or such other computing tablet using a hardware platform and operating system supported by ETQ for use of the Mobile App.

**"Mobile App"** means the Services made available by ETQ for installation on a Device owned or controlled by Customer or authorized Active Users. The Mobile App is a distinct and separate Services product from ETQ Reliance® and does not constitute an Update to the Services.

### 1. Mobile App License Terms.

**1.1** ETQ hereby grants to Customer, and Customer hereby accepts, subject to the terms and conditions of the Agreement and these Terms and Conditions, an internal, non-exclusive and nontransferable license to use the Mobile App and its applicable Documentation on a compatible Device solely for its intended purpose as described in such Documentation and as permitted by this Agreement, in connection with Customer's authorized use of the Services licensed to it under this License Agreement. The Mobile App may not be used by more than the total number of Active Users for which Customer has purchased license rights, nor by individuals other than those selected by Customer to be Active Users, which parameters shall be encoded in a License Key which ETQ shall provide to Customer. Installation of the License Key shall be required in order to use the Mobile App.

**1.2** Customer's (and Customer's Active Users') right to use Mobile Apps shall cease upon the expiration, termination or suspension of the Agreement. Customer agrees to comply with any applicable third-party terms or agreement applicable to components of the Mobile App, the existence of which shall be made known upon installation or use of the Mobile App.

**1.3** Customer shall protect the confidentiality of the Mobile App and ETQ's intellectual property rights therein to the same extent as Customer is obligated to protect the Services. All restrictions and obligations applicable to use of the Services shall apply to the use of the Mobile App.

**2. Location-Based Services and Information.** The Mobile App may contain or use location-based services. If Customer uses or accesses such location-based services in connection with the Mobile App, Customer hereby consents to the collection, transmission and use of Customer's Active Users' location information by the Mobile App. Specifics regarding the collection and use of location information by the Mobile App will be specified in the Mobile App's "About" section.

**3. Privacy.** The Mobile App may collect information concerning its use, including information submitted by Active Users or transmitted automatically as the Mobile App is used, including location information (unless an Active User's Device is configured to prevent sharing of location information), time stamp, Device and OS identification, Mobile App usage data, login credentials, and other information as may be described in ETQ's Privacy Policy at <http://www.ETQ.com/privacy.shtml>. In any event, ETQ may use such information as stated in ETQ's Privacy Policy to manage and track the Active User login process, for security, auditing, the provision of services and functionality through the Mobile App, product improvement, for communicating to Customer and/or Active Users the availability of updates to the Mobile App and information regarding other ETQ products and services, and as otherwise permitted in the Agreement.

**4. Customer Support.** ETQ shall provide Customer Support for the Mobile App in accordance with the Terms and Conditions of Customer Support set forth at <https://www.etq.com/company/legal-agreements.shtml> and incorporated herein by reference to the same extent that ETQ provides Customer Support with respect to the Services. Updated versions of the Mobile App may be made available from time to time by ETQ and Mobile Apps users shall be sent notices through iTunes or Google Play.

**5. Warranty Disclaimer.** EXCEPT TO THE EXTENT THAT THE WARRANTY ORIGINALLY PROVIDED WITH RESPECT TO THE SERVICES, AS SET FORTH IN THE AGREEMENT, REMAINS IN EFFECT AND THEREFORE SHALL APPLY TO THE MOBILE APP, THE MOBILE APP IS PROVIDED "AS IS," WITHOUT WARRANTIES, AND NEITHER ETQ NOR ITS LICENSORS, EMPLOYEES, AGENTS, DISTRIBUTORS, MARKETING PARTNERS, RESELLERS, PARENT, AFFILIATES OR SUBSIDIARIES MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO CUSTOMER, ANY OF ITS AFFILIATES, OR TO ANY OTHER PARTY WITH RESPECT TO THE MOBILE APP OR THE MOBILE APP DOCUMENTATION, OR MAINTENANCE AND TECHNICAL SUPPORT OR OTHERWISE WITH RESPECT THERETO, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED AND DISCLAIMED. ETQ DOES NOT WARRANT THAT THE MOBILE APP WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE MOBILE APP IS WITHOUT DEFECT OR ERROR OR THAT THE MOBILE APP WILL OPERATE WITH ANY DEVICE, OTHER HARDWARE OR SERVICES NOT SPECIFIED IN ITS DOCUMENTATION.



**6. Agreement to Apple and Google Terms; Authority; Conflict.** Customer represents and warrants that any individual downloading and installing the Mobile App at the direction of Customer shall have authority to do so and to agree to the terms and conditions governing use of Google Play and Apple iTunes and App Store applicable to third party digital content obtained from such sites (or their replacement sites from which the Mobile App may be downloaded) on behalf of Customer. In the event of any conflict between the aforementioned Apple and/or Google terms and conditions and this Agreement as it pertains to the Mobile App, this Agreement shall govern.