

## TERMS OF USE (“TERMS”)

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  - a. **Data Security.** Without limiting the obligations of confidentiality set forth in Section 3 of these Terms or otherwise, FMX shall not use, disclose or access Your data except as authorized by You, required to support the Products or to comply with law or as permitted by these Terms or the Commercial Terms. FMX shall implement commercially reasonable controls and procedures to limit access or use by its employees and contractors to Your data except as permitted by the preceding sentence. FMX, however, makes no representations or warranties with regard to Your or any third party’s compliance with standards or use of other data security controls.
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  - a. **By FMX.** FMX will make commercially reasonable efforts to make the Products available in a professional manner consistent with the level of care, skill, practice and judgment exercised by other professionals in developing and providing Products of a similar nature under similar circumstances.
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9. **Reverse Engineering.** You agree (a) not to disassemble, reverse engineer, or decompile any portion of the Product, and (b) not to disclose or disseminate any software code or other proprietary elements of the Product or any portion thereof. Any attempt to disassemble the object code of the Product is unauthorized and will result in immediate termination of the Agreement, in addition to any other remedies available to FMX. You shall have no access, or right, to any source code relating to the Product.

10. **Compliance.** You may not commit any act which would, directly or indirectly, violate any law, regulation, treaty, or other agreement, including, without limitation, any laws relating to the export or re-export or diversion of the Product or other items to which the U.S. adheres or with which the U.S. complies. You represent and warrant that: (a) You are not located in, under the control of, or a resident of a jurisdiction where the use of the Product or the transaction contemplated in the Commercial Terms is prohibited; and (b) You shall not, in any manner whatsoever, either remove, convey, export, import, divert or transmit the Product from or to Your jurisdiction, or any other jurisdiction, in violation of applicable laws and regulations. You further agree, in connection with Your use of the Product, not to (i) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of FMX's or a third party's computer or property or information; (ii) use the Product in any manner that could damage, disable, overburden, or impair any FMX server, or the network(s) connected to any FMX server or third party server or interfere with any other party's use and enjoyment of the Product; (iii) attempt to gain unauthorized access to services, materials, other accounts, computer systems or networks connected to any FMX server or third party server or to the Product, through hacking, password mining, or any other means; (iv) disclose, harvest, or otherwise collect information, including e-mail addresses, or other private information about any third party without that party's express consent; (v) sell, lease, or rent access to or use of the Product, or otherwise transfer or sublicense any rights to use the Product under these Terms; (vi) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (including but not limited to the rights of privacy and publicity) of others; (vii) upload, store, or otherwise make available any Protected Health Information or any files or other data that may contain Protected Health Information as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the regulations promulgated pursuant to HIPAA; (viii) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by Intellectual Property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary written consent to do the same, (ix) send "spam" or other unsolicited communications to any party; (x) create a "mail drop" for such communications, or engage or permit e-mail relay services; (xi) "spoof" or otherwise impersonate any other party, or falsely state or otherwise misrepresent your identity or affiliation, or (xii) use any Products in connection with life support systems, human implantation, medical devices, nuclear facilities, nuclear systems or weapons, aviation, mass transit or any applications where failure or malfunction could lead to possible loss of life or catastrophic property damages. You shall indemnify and defend FMX from and against any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from Your use of the Product.

11. **Term.** The limited license provided for under these Terms shall commence on the date the Product is first made available to You and shall continue for the applicable period of time that You are authorized to continue using the Product pursuant to the Commercial Terms, unless earlier terminated by FMX in its sole discretion. All provisions of these Terms relating to disclaimers of warranties, limitation of liability, remedies or damages, and FMX's proprietary rights shall survive termination. You agree upon termination to return or destroy the Product together with all copies, modifications and merged portions, in any form, upon FMX's request.

12. **Fees Exclusive of Taxes.** The fees for Products as listed in the Quote do not include applicable federal, state or local taxes of any kind. You are wholly responsible and solely liable for any and all taxes and/or regulatory fees that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise access, bypass, franchise or other taxes, fees, duties, charges or surcharges, regulatory fees, however designated (except only for taxes on FMX's net income), imposed on, incident to, or based upon the provision, sale or use of the Products

(the "Taxes"). You agree to file all applicable tax returns in respect of Taxes and remit in a timely manner all Taxes to the appropriate governmental authority in the respective jurisdiction. In the event FMX is required to remit any Taxes that may arise in any jurisdiction, FMX reserves the right to seek reimbursement of Taxes paid from You, and You agree to indemnify and hold FMX harmless from any and all liability associated with such reimbursement.