Terms & Conditions/Clarifications Statement

Direct-Track Software & SF6 Management Consulting Services

This Terms and Conditions/Clarifications statement is for the intended use of DILO Customers and their Affiliates' whom may purchase services from DILO Direct specifically including software and software services as well as SF6 management consulting services.

These Terms are binding on any use of the software and service provided by DILO for the technical support and counsel on the management of SF6 gas for a the purpose of management, handling, analysis, tracking and reporting. The Terms apply to users from the time that DILO provides access to Direct-Track or accepts in writing the counseling services of DILO and remains in effect for the duration/term of the service.

Direct Track will evolve over time based on user feedback and updates with regulations and requirements. DILO reserves the right to change these terms at any time, effective upon the posting of modified terms and DILO will make every effort to communicate these changes to all users via email or notification via the Website.

It is the obligation of the user to ensure that the terms have been read, understood and accepted to the most recent terms available on the Website.

By registering to use the Service the user acknowledges that they have read and understood these Terms and have the authority to act on behalf of any person or entity for whom they are using the Service for. The user is deemed to have agreed to these Terms on behalf of any entity for whom the user use the Service.

1. Definitions

"**Agreement**" - means these Terms of Use.

"**Access Fee**" - means the monthly/annual fee (excluding any taxes and duties) payable by the user and/or his/her entity in accordance with the fee schedule set forth under a specific agreement

"**Confidential Information**" - includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorized disclosure by the other party.

"**Data**" - means any data inputted by the user or with the users authority into the Website.

"**Intellectual Property Right**" - means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

"**Service**" - means the online accounting and management and consulting services made available (as may be changed or updated from time to time by DILO) via the Website.

"**Website**" - means the Internet site at the domain www.dilodirecttrack.com or any other site operated by DILO.

"**DILO**" - means DILO which is located in Odessa, FL and all current and future global subsidiaries of DILO, without limitation DILO Company Inc. DILO Direct, DILO Production Inc. (United States), DILO Armaturen und Anlagen GmbH (Germany) and its global subsidiaries.

"**Invited User**" - means any person or entity, other than the Subscriber, that uses the Service with the authorization of the Subscriber from time to time.

"**Subscriber and/or Customer**" - means the person or entity who registers to use the Service, and/or accepts any services offered by DILO, where the context permits, includes any entity on whose behalf that person registers or enters into contract to use and or accept the Service.

"**The user**" - means the Subscriber, and where the context permits, an "Invited User."

"**Entity**" - means the organization, company or individuals representing an organization, group or company which is represented by a user or a number of users.

2. Use of Software

DILO grants the user the right to access and use the Service via the Website with the particular user roles available to the user according to the user subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. The user acknowledges and agrees that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

2.1 the Subscriber determines who is an Invited User and what level of user role access to the relevant organization and Service that Invited User has;

2.2 the Subscriber is responsible for all Invited Users' use of the Service;

2.3 the Subscriber controls each Invited User's level of access to the relevant organization and Service at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;

2.4 if there is any dispute between a Subscriber and an Invited User regarding access to any organization or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

3.   The user Obligations

3.1 Payment obligations:

An invoice for the service fees will be issued as per the agreement by DILO immediately from the date the user is provided access to the service.

Monthly payment fees will be billed at the beginning of each month and will be paid per the terms of the payment agreements set forth by the user, the entity and DILO.

Annual payment fees will be billed at the beginning of the 12 month period or prorated period for the service and will be paid per the terms of the payment agreements set forth by the user, the entity and DILO.

All DILO invoices will be sent to the user, or to an Accounts Payable Contact whose details are provided by the user via Purchase Order. The user must pay or arrange payment of all amounts specified in any invoice by the due date for payment set forth on their service agreement. The user and/or their entity are responsible for payment of all taxes and duties in addition to the Access Fee.

3.2 Preferential pricing or discounts:

The user may from time to time be offered preferential pricing or discounts for the Access Fees as a result of the number of organizations or service tier that the user may have added to the Service or that have been added with the user authority or as a result of the user use of the Service ('Organizations'). Eligibility for such preferential pricing or discounts is conditional upon the user acceptance of responsibility for payment of any Access Fees in relation to all of the user's organizations. Without prejudice to any other rights that DILO may have under these Terms or at law, DILO reserves the right to render invoices for the full (non-discounted) Access Fees due or suspend or terminate the user use of the Service in respect of any or all of The user organizations in the event that any invoices for those Access Fees are not paid in full by the due date for payment.

4.   General obligations:

The user must only use the Service and Website for The user's own lawful internal business purposes, in accordance with these Terms and any notice sent by DILO or condition posted on the Website. The user may use the Service and Website on behalf of others or in order to provide services to others. However, if the user does so, the user must ensure that they are authorized to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply.

4.1 Access conditions:

The user must ensure that all usernames and passwords required to access the Service are kept secure and confidential. The user must immediately notify DILO of any unauthorized use of their user passwords or any other breach of security and DILO will reset the corresponding password(s). The user must take all other actions that DILO reasonably deems necessary to maintain or enhance the security of DILO's computing systems and networks and the user access to the Services.

As a condition of these Terms, when accessing and using the Services, The user must:

i.   not attempt to undermine the security or integrity of DILO's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
ii. not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
iii. not attempt to gain unauthorized access to any materials other than those to which The user have been given express permission to access or to the computer system on which the Services are hosted;

iv. not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which The user do not have the right to use); and

v. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any software used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

5.   Usage Limitations:

Use of the Service may be subject to limitations, including but not limited to monthly transaction volumes and the number of calls the user is permitted to make against DILO's application programming interface. Any such limitations will be advised.

6.   Communication Conditions:

As a condition of these Terms, if the user uses any communication tools available through the Website (such as any forum, chat room or message center), the user agree only to use such communication tools for lawful and legitimate purposes. The user must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which the user does not have the right to use).

When the user makes any communication on the Website, updates to date or adds new data, the user represents that he/she is permitted to make such communication and is responsible for the data and the results. DILO is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based tool or services, the user must exercise caution when using the communication tools available on the Website. However, DILO does reserves the right to remove any communication at any time in its sole discretion.

7.   Indemnity:

The user and its entity indemnifies DILO against: all claims, costs, damage and loss arising from the users breach of any of these Terms or any obligation the user may have to DILO, including (but not limited to) any costs relating to the recovery of any Access Fees that are due but have not been paid by the user or its entity. The Indemnification clause also pertains to consulting services provided by DILO. Any information provided by DILO to user and/or entity are considered recommendations. It is the responsibility of the user to ensure any recommendations provided are in line with the entity policies and processes and are not in breach of any other agreements with internal and external organizations or vendors.

Further, the user and its entity indemnifies DILO against claims, costs, damage and loss arising from incorrect data, or data which equates to federal or state fines which result from reported emissions, stock shortages, or other related data.

8.   Confidentiality and Privacy

   8.1 Confidentiality:

   Unless the relevant party has the prior written consent of the other or unless required to do so by law:

   a.   Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person or third party, or use the same for its own benefit, other than as contemplated by these Terms.
   b.   Each party's obligations under this clause will survive termination of these Terms.
   c.   The provisions of clauses 4.1.1 and 4.1.2 shall not apply to any information which:

      i.   is or becomes public knowledge other than by a breach of this clause;

      ii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

      iii. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt

          from the disclosing party; or

      iv. is independently developed without access to the Confidential Information.

9.   Privacy:

DILO maintains a privacy policy that sets out the parties' obligations in respect of personal and/or organizational information. The user should read that policy at www.directtrack.com/privacy/, acknowledging that signing into the software implies the user and/or the entity has accepted that policy when the user accepts these Terms.

10. Intellectual Property

    10.1 General:

    Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of DILO (or its licensors).

    10.2 Ownership of Data:

    Title to, and all Intellectual Property Rights in, the Data remain the user property. However, the user access to the Data is contingent on full payment of the DILO Access Fees when due. The user grants DILO a license to use, copy, transmit, store, and back-up the user information and Data for the purposes of enabling the user to access and use the Services and for any other purpose related to provision of services to the user.

    10.3 Backup of Data:

    The user must maintain copies of all Data inputted into the Service. DILO adheres to its best practice policies and procedures to prevent data loss, including a system data back-up regime, but does not make any guarantees that there will be no loss of Data. DILO expressly excludes liability for any loss of Data no matter how caused.

11. Third-party applications and the user Data.

If the user enable third-party applications for use in conjunction with the Services, the user acknowledges that DILO may allow the providers of those third-party applications to access the user Data as required for the interoperation of such third-party applications with the Services. DILO shall not be responsible for any disclosure, modification or deletion of the user Data resulting from any such access by third-party application providers.

12. Warranties and Acknowledgements

    12.1 Authority:

    The user warrants that where the user has registered to use the Service on behalf of another person, the user has the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service the user binds the person on whose behalf the user acts to the performance of any and all obligations that the user becomes subject to by virtue of these Terms, without limiting the user own personal obligations under these Terms.

13. Acknowledgement:

The user acknowledges that:

   a.   The user is authorized to use the Services and the Website and to access the information and Data that the user inputs into the Website, including any information or Data input into the Website by any person the user has authorized to use the Service. The user is also authorized to access the processed information and Data that is made available to the user through The user use of the Website and the Services (whether that information and Data is the users own or that of anyone else).
   b.   DILO has no responsibility to any person other than the user and nothing in this Agreement confers, or purports to confer, a benefit on any person other than the user. If the user uses the Services or accesses the Website on behalf of or for the benefit of anyone other than the user him/her self (whether a body corporate or otherwise) the user agrees that:

      i. The user is responsible for ensuring that the user has the right to do so;

      ii. The user is responsible for authorizing any person who is given access to information or Data, and the user

         agrees that DILO has no obligation to provide any person access to such information or Data without The

         user's authorization and may refer any requests for information to the user to address; and

      iii. The user will indemnify DILO against any claims or loss relating to:

         a. DILO's refusal to provide any person access to The user information or Data in accordance with these Terms,

         b. DILO's making available information or Data to any person with the user authorization.

   c.   The provision of, access to, and use of, the Services is on an "as is" basis and at the user own risk.
   d.   DILO does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the

Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. DILO is not in any way responsible for any such interference or prevention of the user's access or use of the Services.

e.   DILO is not the user accountant and use of the Services does not constitute the receipt of accounting advice. If the user has any accounting questions, please contact an accountant.

f.   It is the user's sole responsibility to determine that the Services meet the needs of the user's and their entity's business needs and are suitable for the purposes for which they are used.

g.   The user remain solely responsible for complying with all applicable accounting, tax and other laws. It is the user responsibility is to check that storage of and access to the user Data via the Software and the Website will comply with laws applicable to the user (including any laws requiring the user to retain records).

14. No warranties:

DILO gives no warranty about the Services. Without limiting the foregoing, DILO does not warrant that the Services will meet the user requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

15. Consumer guarantees:

The user warrants and represents that the user is acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

16. Limitation of Liability

16.1 To the maximum extent permitted by law, DILO excludes all liability and responsibility to the user (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.

16.2 If the user suffers loss or damage as a result of DILO's negligence or failure to comply with these Terms, any claim by the user against DILO arising from DILO's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Access Fees paid by the user in the previous 12 months.

16.3 If the user is not satisfied with the Service, the user sole and exclusive remedy is to terminate these Terms by providing written notice to DILO and accepting severance terms as outlined in these terms (section 17).

17. Termination

17.1 Trial policy

If applicable, when the user first signs up for access to the Services the user can evaluate the Services under the defined trial usage conditions, with no obligation to continue to use the Services. DILO does not guarantee a trial usage. However, if the user chooses to continue using the Services thereafter, the user will be billed from the day the user first added the user billing details into the Services. If the user chooses not to continue using the Services, the user may request to be removed from the Services.

17.2 Termination of contract

The user, user entity, DILO have the right to terminate the contract at any time with the following conditions:

1.   User advises DILO in writing of the desire to terminate.
2.   DILO advises user in writing of the desire to terminate.
3.   A minimum of 30 days is provided to de-activate account including down load and turnover of existing data.
4.   DILO deserve the right to make any corrections to avoid termination of contact
5.   Payments are up to date.
6.   DILO reservices the right to not provide refund for work completion because of termination (see section 18)

18. Prepaid Subscriptions

DILO will not provide any refund for any remaining period of an existing contract and/or Access Fee received.

19. No-fault termination:

These Terms will continue for the period covered by the Access Fee paid or payable under clause 3.1. At the end of each billing period these Terms will automatically continue for another period of the same duration as that period, provided the user continues to pay the agreed Access Fee when due, unless either party terminates these Terms by giving notice to the other party at least 30 days before the end of the relevant payment period. If the user terminates these Terms the user shall be liable to pay all relevant Access Fees on a pro-rata basis for each day of the then current period up to and including the day of termination of these Terms.

20. Breach:

If The user:

a. breaches any of these Terms (including, without limitation, by non-payment of any Access Fees) and does not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;
b. breaches any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 8 or any payment of Access Fees that are more than 30 days overdue); or
c. The user or its entity becomes insolvent or the user entity goes into liquidation or has a receiver or manager appointed of any of its assets or if the user becomes insolvent, or makes any arrangement with the user entity's creditors, or becomes subject to any similar insolvency event in any jurisdiction,

DILO may take any or all of the following actions, at its sole discretion:

a. Terminate this Agreement and the users use of the Services and the Website;
b. Suspend for any definite or indefinite period of time, the users entity use of the Services and the Website;
c. Suspend or terminate access to all or any Data.
d. Take either of the actions in this clause in respect of any or all other persons whom the user have authorized to have access to the user entity information or Data.

For the avoidance of doubt, if payment of any invoice for Access Fees due in relation to any of The user entity Billing Contacts, Billing Plans or any of the user entity's organizations (as defined at clause 3) is not made in full by the relevant due date, DILO may: suspend or terminate The user entity's use of the Service, the authority for all or any of the user entity organizations to use the Service, or the user entity rights of access to all or any Data.

21. Accrued Rights:

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement the user will:

a. remain liable for any accrued charges and amounts which become due for payment before or after termination; and
b. immediately cease to use the Services and the Website.

22. Expiry or termination:

Clauses 3.1, 3.2, 4.1, 6, 7, 8, and 10 survive the expiry or termination of these Terms.

23. Technical Support

25.1 Technical Problems:

In the case of technical problems the user must make all reasonable efforts to investigate and diagnose problems before contacting DILO. If the user still requires technical help, please contact DILO by sending an email to directtrack@dilo.com or to the DILO assigned technical support contact.

24. Service availability:

Whilst DILO intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place.

If for any reason DILO has to interrupt the Services for longer periods than DILO would normally expect, DILO will use reasonable endeavors to publish in advance details of such activity on the Website or send email communications to the user and/or the user entity's main administrator.

25. General

   25.1 Entire agreement:

   These Terms, together with the DILO Privacy Policy and the terms of any other notices or instructions given to the user under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between The user and DILO relating to the Services and the other matters dealt with in these Terms.

   25.2 Waiver:

   If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

   25.3 Delays:

   Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

   25.4 No Assignment:

   The user may not assign or transfer any rights to any other person(s) or entity without DILO's prior written consent.

   25.5 Governing law and jurisdiction:

   If the information or Data the user are accessing using the Services and the Website is solely that of a person or entity that is a taxable business in the United States of America at the time that the user accepts these terms then the State of Florida law governs this Agreement and the user submit to the exclusive jurisdiction of the state courts of Pasco County, Florida or federal court for the State of Florida for all disputes arising out of or in connection with this Agreement. If the information or Data the user is accessing using the Services and the Website is solely that of a person or entity who is not a taxable business in the United States or its territories at the time that the user accepts these terms the United States law governs this Agreement and the user submit to the exclusive jurisdiction of the courts of the United States for all disputes arising out of or in connection with this Agreement.

   25.6 Severability:

   If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

   25.7 Notices:

   Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to DILO must be sent to directtrack@dilo.com or to any other email address notified by email to the user by DILO. Notices to the user will be sent to the email address which the user provided when setting up the users entity access to the Service.

   25.8 Rights of Third Parties:

   A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

These Terms & Conditions apply for the life of the contract and/or agreement and may not be replaced by other T&C and condition statements applied or implied without a final agreement from DILO.