

LION® Software As A Service Agreement

www.lionprotects.com/faset

Call LION Technical Services for account set-up and software support: 1.855.757.5466



FASET

FIRE & SAFETY
EQUIPMENT TRACKER



LION®

ready for action



LION Software As A Service Agreement

AGREEMENT BETWEEN USER AND LION APPAREL INC. (“LION”)

By using FASET as Software As A Service, you agree to the following:

The LION Software As A Service (SAAS) Site is comprised of various pages and software operated by LION.

The LION SAAS Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the LION SAAS Site constitutes your agreement to all such terms, conditions, and notices.

MODIFICATION OF THESE TERMS OF USE

LION reserves the right to change the terms, conditions, and notices under which the LION SAAS Site is offered, including but not limited to upgrades associated with the use of the LION SAAS Site.

LINKS TO THIRD PARTY SITES

The LION SAAS Site may contain links to other Sites (“Linked Sites”). The Linked Sites are not under the control of LION and LION is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. LION is not responsible for webcasting or any other form of transmission received from any Linked Site. LION is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by LION of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the LION SAAS Site, you warrant to LION that you will not use the LION SAAS Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the LION SAAS Site in any manner which could damage, disable, overburden, or impair the LION SAAS Site or interfere with any other party’s use and enjoyment of the LION SAAS Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the LION SAAS Site.

DISCLOSURE

LION reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in LION’s sole discretion.

MATERIALS PROVIDED TO LION OR POSTED AT ANY LION SAAS SITE

LION does not claim ownership of the materials you provide to LION (including data) or post, upload, input or submit to any LION SAAS Site or its associated services (collectively “Submissions”). However, by posting, uploading, inputting, providing or submitting your Submission you are granting LION, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, reproduce, edit, translate and reformat your Submission.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE LION SAAS SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. LION AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE LION SAAS SITE AT ANY TIME. ADVICE RECEIVED VIA THE LION SAAS SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

LION AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS

CONTAINED ON THE LION SAAS SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. LION AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LION AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE LION SAAS SITE, WITH THE DELAY OR INABILITY TO USE THE LION SAAS SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE LION SAAS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE LION SAAS SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LION OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE LION SAAS SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE LION SAAS WEB SITE.

TERMINATION/ACCESS RESTRICTION

LION reserves the right, in its sole discretion, to terminate your access to the LION SAAS Site and the related services or any portion thereof at any time, without notice.

GENERAL

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Ohio, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Montgomery County, Ohio, U.S.A. in all disputes arising out of or relating to the use of the LION SAAS Site. Use of the LION SAAS Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and LION as a result of this agreement or use of the LION SAAS Site. LION's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of LION's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the LION SAAS Site or information provided to or gathered by LION with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and LION with respect to the LION SAAS Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and LION with respect to the LION SAAS Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

COPYRIGHT AND TRADEMARK NOTICES:

All contents of the LION SAAS Site are: Copyright 2012 by LION APPAREL INC. and/or its suppliers. All rights reserved.