



GLOBAL ENERGY INNOVATIONS TRAINING AND CUSTOMER SUPPORT WEBSITE USE AGREEMENT

Terms and Conditions

Welcome to Global Energy Innovations, L.L.C., a company focused on the sale of test and measurement equipment ("Products") to businesses and other entities via the Internet and through distribution. In order to help make our Training and Customer Support Site ("Web Site") a trustworthy and safe place to visit, all users ("you", "your" or "Subscriber") of our service are required to accept and comply with our Web Site Use Agreement, which includes acceptance of, and compliance with, all of the terms and conditions provided herein, as amended from time to time. This Web site provides an Internet-based venue for Customers of Global Energy Innovations to visit for up-to-date information regarding the Products manufactured by Global Energy Innovations. This Web Site Use Agreement explains the contractual agreement between you and us regarding your use of our Web site (collectively, the "Terms of Use").

We may amend the Terms of Use at any time by posting amended terms on the Web site. Amended Terms of Use shall be effective upon the date of posting, or such later date specified therein, and shall apply to your use of our Web site beginning with such effective date. We may add, delete, modify or substitute the Products offered on our Web site, the pricing for such Products or any other Web site content in our sole discretion at any time. Your use of the Web site signifies your legal and binding agreement to all the terms and conditions set forth in this Web Site Use Agreement, in any privacy policy, as well as any other agreement related to your use of this Web site including, but not limited to, any terms and conditions of purchase

Restriction of Use

The information, materials, services, and related graphics available on this Site (collectively the "Content") are owned or licensed by Global Energy Innovations. The Content of this Site is protected by copyright laws, international copyright treaties, or other intellectual property laws and treaties. Global Energy Innovations hereby grants its Customers (who have been granted access to this site) use of the materials from this site for their training and support of Global Energy Innovations product only.

Global Energy Innovations authorizes you to view, download, reproduce, display and distribute the Content posted on this Site only for your own direct training and support of Global Energy Innovations products, unless specifically authorized to do otherwise by Global Energy Innovations in writing or as provided by the terms of any License Agreement. Any authorized download, reproduction or display of the Content must retain all copyright and proprietary notices as they appear in the Content. If you breach any of these Terms, your authorization to use this Site automatically terminates and you must immediately destroy any downloaded or printed materials.

User Accounts and Passwords

You are solely responsible for maintaining the confidentiality of any Subscriber name and password and are fully responsible for all activities that occur under your password or account. You agree to (i) immediately notify the Distributor and Global Energy Innovations of any unauthorized use of your password or account or any other breach of security, and (ii) ensure that you exit from your account at the end of each session. The Distributor and/or Global Energy Innovations cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.

You agree to provide accurate and complete information as requested by the applicable registration form. In addition, you agree that you will not impersonate any person or entity, and will not falsely state or otherwise misrepresent your affiliation with any person or entity. Global Energy Innovations may, in its sole discretion, terminate the accounts or access rights of users who may have provided inaccurate or incomplete information during registration or thereafter.

Download

All material that is made available to download as Content from the Site ("Downloaded Material") is the copyrighted or licensed work of Global Energy Innovations and/or its suppliers. Use of the Downloaded Material is governed by the terms of the end user license agreement, if applicable, that accompanies or is included with the Downloaded Material. The Downloaded Material is made available for download solely for use by Global Energy Innovations' Customers and strictly in accordance with the terms of the License Agreement. Any decompiling, reverse engineering, disassembly, or otherwise converting the Downloaded Material to a perceivable form not in accordance with the License Agreement is expressly prohibited, and may result in civil and criminal penalties.

Changes

Global Energy Innovations reserves the right to change product design or specifications at any time without notice.

Limitation of Liability

This information is provided "AS IS" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Global Energy Innovations shall not be liable to any person or entity under any circumstances for any special, incidental, indirect or consequential damages, including, without limitation, damages resulting from use of or reliance on this information, loss of profits or revenues or costs of replacement goods, even if informed in advance of the possibility of such damages.

Global Energy Innovations material is furnished subject to the terms and conditions of this agreement. Use of any Global Energy Innovations' software, products and materials will be considered acceptance of the agreement terms set forth.

Other

Global Energy Innovations grants you the right to use and copy its software products in their original form solely for non-commercial use within your organization.

This agreement and license shall be governed in the United States by the laws of the State of California, USA.