

## **COMPSOFTBOOK TERMS OF USE**

This Terms of Use document (“Terms”) shall govern your use of the CompSoftBook.com service, a web-based grading tool for scientific computing based courses (“Service”). Your acknowledgement of these Terms and your continued use of this Service represent your agreement to these Terms.

### **Background**

#### **1. Definitions**

For purposes of interpreting these Terms, the following terms have the following meanings ascribed to them:

**1.1.** “Confidential Information” means your information not generally known to the public that is submitted to the Service. Confidential Information does not include any information that is or becomes part of the public domain through no fault of CompSoftBook LLC, nor does it include personally identifiable information.

**1.2.** “Representative Institution” means the institution that you attend for the purposes of higher education that has recommended your use of the Service.

**1.3.** “Third Party” means an individual or entity other than CompSoftBook LLC, its employees, or you and your Representative Institution, its students, faculty, staff, or agents.

#### **2. Grant of License**

**2.1.** Grant of License to You. Subject to the terms and conditions of these Terms and in consideration for your agreement to these Terms, CompSoftBook LLC hereby grants to you, and you hereby accept, a non-exclusive, non-transferable license to access and use the Service. This license shall be in effect for the duration of 1 school term of Representative Institution.

**2.2.** CompSoftBook LLC’s Reservation of Rights. CompSoftBook LLC reserves all rights not expressly granted to you under these Terms.

**2.3.** Limitation. No provision of these Terms grants you, by implication, estoppel, or otherwise, any rights other than the rights expressly granted under these Terms to the Service, or to any other CompSoftBook LLC-owned technology, patent applications, patents, trademarks, or copyrighted works.

#### **3. Your Responsibilities**

**3.1.** Notification of Problems and Security Issues. You shall notify CompSoftBook LLC if any problem is encountered when using the Service. In addition, you shall immediately inform CompSoftBook LLC if you become aware of any potential security breach into your Confidential Information or the Service. You shall maintain reasonable security for the Service to prevent unauthorized access by individuals other than yourself.

**3.2.** No Improper Use of Service. You shall not use the Service or access CompSoftBook LLC servers for any unlawful purpose. You agree not to submit to the Service any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any Third Party proprietary rights, invasive of personal privacy, or otherwise objectionable. You agree not to circumvent any

authentication or security requirements established by the CompSoftBook LLC system administrators. You agree to not engage in any activity that would cause harm to the CompSoftBook LLC servers or CompSoftBook LLC's computer network, including without limitation any form of hacking, interference, probing, or scanning. You agree and understand that any such violation is a material breach of these Terms and may result in immediate suspension of your access to the Service and CompSoftBook LLC's termination of these Terms.

**3.3. Posted Information.** You agree that any information you post or transmit to the Service may be shared with Service administrators for the provision of technical support. You understand and agree that CompSoftBook LLC may monitor information posted to the Service for the purpose of assessing use of the Service as an instructional resource and curriculum-based course activity.

#### **4. Termination**

**4.1. Termination by CompSoftBook LLC.** If CompSoftBook LLC reasonably believes you have breached or failed to perform one or more of your duties under these Terms, CompSoftBook LLC shall have the right to terminate your access to the Service without notice. Any failure by CompSoftBook LLC to exercise any right to terminate shall not be deemed a waiver of such right.

**4.2. Termination by You.** You may terminate these Terms at any time by ceasing to use the Service. However, by terminating these Terms, you will not be entitled to any refund or proration of any payments due or made to CompSoftBook LLC relating to the Service.

**4.3. Effect of Termination.** You may terminate these Terms at any time by ceasing to use the Service. However, by terminating these Terms, you will not be entitled to any refund or proration of any payments due or made to CompSoftBook LLC relating to the Service.

#### **5. Release and Indemnification**

**5.1. Your Release.** You hereby release CompSoftBook LLC, its employees, and agents forever from any suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses) relating to or arising out of the exercise of your rights under these Terms including use of the Service.

**5.2. Your Indemnification.** Throughout the term of these Terms and thereafter, you shall indemnify, defend, and hold CompSoftBook LLC, its employees, regents and agents harmless from all suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses), relating to or arising out of the exercise of your rights under these Terms, including use of the Service, and including, without limitation, personal injury, property damage, breach of contract and warranty and products-liability claims relating to the Service and claims brought by any Third Parties.

#### **6. Confidentiality**

**6.1. Access to CompSoftBook LLC Information.** CompSoftBook LLC is a corporate registered with the state of Washington and is subject to the Washington Public Records Act, RCW 42.56 et seq., ("Act"), and no obligation assumed by CompSoftBook LLC under these Terms shall be deemed to be inconsistent with CompSoftBook LLC obligations as defined under the Act and as interpreted by CompSoftBook LLC in its sole discretion.

**6.2. Disclosure as Required by Law.** CompSoftBook LLC shall have the right to disclose your Confidential

Information as required by law or valid court order, provided that CompSoftBook LLC shall inform you prior to such disclosure and shall limit the scope and recipient of disclosure to the extent required by such law or court order.

## **7. Warranties and Disclaimers**

### **7.1. Disclaimers.**

**7.1.1.** COMPSOFTBOOK LLC DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, AND MAKES NO REPRESENTATIONS CONCERNING THE SERVICE AND ANYTHING ELSE DELIVERED OR OTHERWISE PROVIDED TO YOU UNDER THESE TERMS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**7.1.2.** The Service has been developed as part of research conducted at the CompSoftBook LLC. The Service is experimental in nature and is made available "AS IS," without obligation by CompSoftBook LLC to provide accompanying services or support except as specified in these Terms. The entire risk as to the quality and performance of the Service is with you.

**7.2. Remedy Limitation.** EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL COMPSOFTBOOK LLC BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGES ARISING IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED IN THESE TERMS, AND IN NO EVENT SHALL COMPSOFTBOOK LLC BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, WORK STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND.

**7.3. Damage Cap.** IN NO EVENT WILL COMPSOFTBOOK LLC'S TOTAL LIABILITY FOR THE BREACH OR NONPERFORMANCE OF THIS AGREEMENT EXCEED THE AMOUNT OF PAYMENTS PAID TO COMPSOFTBOOK LLC UNDER THESE TERMS.

## **8. General**

**8.1. Amendment and Waiver.** These Terms may be amended from time to time by CompSoftBook LLC. Such amendments shall be effective immediately and your continued use of the Service shall constitute acceptance of those amendments. No term or provision of these Terms will be waived and no breach excused unless such waiver or consent is in writing and signed by CompSoftBook LLC. No waiver of a breach will be deemed to be a waiver of a different or subsequent breach.

**8.2. Assignment.** The rights and licenses granted by CompSoftBook LLC in these Terms are personal to you and may not be assigned or otherwise transferred.

**8.3. Construction.** The headings preceding and labeling the sections of these Terms are for the purpose of identification only and will not in any event be employed or used for the purpose of construction or interpretation of any portion of these Terms. As used in these Terms and where necessary, the singular includes the plural and vice versa.

**8.4. Enforceability.** If a court of competent jurisdiction adjudges a provision of these Terms unenforceable, invalid, or void, such determination will not impair the enforceability of any of the remaining provisions hereof and the provisions will remain in full force and effect.

**8.5. No Third-Party Beneficiaries.** No provision of these Terms, express or implied, confers upon any

person other than you or CompSoftBook LLC any rights, remedies, obligations, or liabilities in these Terms.

**8.6. Notices.** All notices, requests, and other communications to CompSoftBook LLC shall be made to the following contact information:

CompSoftBook LLC

5260 18th Avenue NE Seattle, WA 98105

Phone: 206 355 9460

**8.7. Survival.** Immediately upon the termination or expiration of these Terms all your rights under these Terms will terminate; provided, however, your obligations that have accrued prior to the effective date of termination or expiration of these Terms will survive. The obligations and rights of each Party set forth in Articles 4 “Termination,” 5 “Release and Indemnification,” 7 “Warranties and Disclaimers,” and 6 “Confidentiality,” and Sections 8.8 “Applicable Law; Forum Selection” and 8.9 “Entire Agreement” will survive the termination or expiration of these Terms.

**8.8. Applicable Law ; Forum Selection.** The internal laws of the state of Washington will govern the validity, construction, and enforceability of these Terms, without giving effect to the conflict of laws principles thereof. A suit, claim, or other action to enforce the terms of these Terms will be brought exclusively in the state and federal courts of King County, Washington. You hereby submit to the jurisdiction of that court and waive any objections you may have to that court asserting jurisdiction over you or your assets and property.

**8.9. Entire Agreement.** These Terms are the final and complete understanding between the Parties concerning access and use of the Service. These Terms supersede any and all prior or contemporaneous negotiations, representations, and agreements, whether written or oral, concerning the Service.