

Terms of Service

1. General Terms

1.1 Your use of the SafeOps Self Services Platform is governed by this agreement (the “Terms”).

“SafeOps” means SafeOps LLC, a New Jersey limited liability company and its subsidiaries and Affiliates (as defined below) involved in providing the SafeOps Services. The “SafeOps Services” means the SafeOps cloud computing platform (i.e., the SafeOps Self Services Platform), the SafeOps application programming interface (API) and any other software or services offered by SafeOps in connection to any of those. “Affiliate” means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 You must agree to the Terms to use the SafeOps Services. Use of the SafeOps Services constitutes agreement with the Terms. You understand and agree that SafeOps will treat your use of the SafeOps Services as acceptance of the Terms from that point onward. Subject to your compliance with the Terms, SafeOps grants you a non-exclusive, non-transferable license to access and use the SafeOps Services during the Term, solely for use by you in accordance with the Terms.

1.3 SafeOps grants you a non-exclusive, non-sublicensable, non-transferable license to use the Documentation (e.g., manuals, instructions, or other documents or materials that describe the functionality, components, features, or requirements of the SafeOps Services) during the Term solely for your internal business purposes in connection with use of the SafeOps Services.

1.4 You acknowledge and agree that SafeOps (or SafeOps's licensors) owns all legal right, title, and interest in and to the SafeOps Services. This includes any intellectual property rights which subsist in the SafeOps Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

1.5 Nothing in these Terms grants you any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to, the SafeOps Services, SafeOps Materials (Documentation, specifications, and other data provided to you by SafeOps in connection with the SafeOps Services), or Third-Party Materials (material and information related to the SafeOps Services that are not property of SafeOps), whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the SafeOps Services, the SafeOps Materials, and the Third-Party Materials are and will remain with SafeOps and the respective rights holders in the Third-Party Materials.

1.6 You are the sole and exclusive owner of all right, title, and interest in and to all of your data that uses the SafeOps Services, including all intellectual property rights relating thereto. SafeOps shall only use your data as allowed under these Terms, to provide the SafeOps Services, or for SafeOps's other business purposes.

1.7 Except as provided elsewhere in these Terms, SafeOps acknowledges and agrees that it obtains no right, title, or interest from you in or to any content or applications that you create, submit, post, transmit, or display on or through the SafeOps Services, including any intellectual property rights which subsist in that content or application (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You are responsible for protecting and enforcing intellectual property rights to your content or application and SafeOps has no obligation to do so on your behalf.

2. Your Account and Use of the SafeOps Services

2.1 You must provide accurate and complete registration information any time you register to use the SafeOps Services. You are responsible for the security of your passwords, for any use of your account, and for any authorized or unauthorized use of your account by you or a third party posing as you. If you become aware of any unauthorized use of your password or of your account, you agree to notify SafeOps immediately.

2.2 Your use of the SafeOps Services shall comply with all applicable laws, regulations, and ordinances, including any laws regarding the export of data or software. You shall not use the SafeOps Services if you are barred from doing so under the laws of the United States or other countries, including the country you reside in or where you are located when using the SafeOps Services.

2.3 You agree to only use the access point of the SafeOps Services through the interface that is provided to you by SafeOps in connection with the SafeOps Services, unless you have been specifically allowed to do so in a separate agreement with SafeOps.

2.4 You agree not to circumvent or breach any security device or protection used by the SafeOps Services or to access or use the SafeOps Services other than through the use of your account.

2.5 You agree not to input, upload, transmit, or otherwise provide to or through the SafeOps Services or systems used by SafeOps, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code, such as viruses, worms, malware, or other malicious computer code.

2.6 You agree not to damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the SafeOps Services, systems used by SafeOps, or SafeOps's provision of services to any third party in any way.

2.7 You agree not to access or use the SafeOps Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other SafeOps customer), or that violates any applicable Law.

2.8 You agree not to access or use the SafeOps Services for purposes of competitive analysis of the SafeOps Services; the development, provision, or use of a competing software service or product; to

bring an intellectual property infringement claim against SafeOps; or any other purpose that is to the SafeOps's detriment or commercial disadvantage.

2.9 You will not access or use the SafeOps Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the SafeOps Services could lead to personal injury or severe physical or property damage.

2.10 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of the SafeOps Services or any part thereof, unless this is expressly permitted or required by law, or unless SafeOps grants permission for such in writing.

2.11 You have and will retain sole responsibility for: (a) all of your data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of you in connection with the SafeOps Services; and (c) your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by you or through the use of third-party services.

2.12 You shall employ all physical, administrative, and technical controls, screening and security procedures, and other safeguards necessary to: (a) protect against any unauthorized access to or use of the SafeOps Services and (b) control the content and use of your data, including the uploading or other provision of your data to the SafeOps Services.

2.13 You are responsible for all compliance related to your data, including its content and use. This includes HIPAA and data security compliance related to your data.

2.14 You agree that SafeOps can use your name or your company's name for promotional or marketing purposes.

3. Policies, Privacy, and Support

3.1 You agree to comply with the SafeOps Acceptable Use Policy available at [acceptable use policy](#), which is incorporated herein by reference and which may be updated periodically at SafeOps's sole discretion.

3.2 The SafeOps Services shall be subject to the privacy policy for the SafeOps Services, which is incorporated herein by reference and which may be updated periodically at SafeOps's sole discretion. You shall use the SafeOps Services in accordance with this privacy policy.

3.3 SafeOps shall use commercially reasonable efforts to make the SafeOps Services available 24 hours a day, 7 days a week, except for planned downtimes or any unavailability caused by circumstances beyond SafeOps's reasonable control. You will receive notice of planned downtimes via the SafeOps Services. Circumstances beyond SafeOps's control include events such as acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SafeOps employees), denial of service attacks, or internet service provider delays or failures. In no event and under no circumstances will SafeOps be liable for any failure to provide the SafeOps Services or downtime of the SafeOps Services.

3.4 SafeOps provides technical support for the SafeOps Services. This technical support is described in SafeOps's general support documentation, which can be modified upon reasonable notice from time to time at SafeOps's sole discretion.

4. Fees for the SafeOps Services

4.1 You will pay all specified fees for your access to the SafeOps Service. Fees are invoiced and due the first of every month. Fees will be pro-rated if you begin access to the SafeOps Services in the middle of a month. You are responsible for providing complete and accurate billing and contact information to SafeOps and notifying SafeOps of any changes to such information.

4.2 If any invoiced amounts are not received by the due date, then at SafeOps's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) SafeOps may condition future access or renewals on payment. You shall reimburse SafeOps all costs incurred in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

4.3 SafeOps may, without limiting its other rights and remedies and without incurring any obligation or liability to you, suspend your access to the SafeOps Services if any charge owed by you is 30 days or more overdue, provided SafeOps has given you at least 10 days' prior notice that your account is overdue. SafeOps Services will remain suspended until such amounts are paid in full.

4.4 All amounts payable to SafeOps under these Terms shall be paid by you in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

4.5 Our fees do not include taxes and similar assessments, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by your use of the SafeOps Services. For clarity, SafeOps is solely responsible for taxes assessable against it based on its income, property, and employees.

5. Content on the SafeOps Services

5.1 You understand that all content (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos, or other images) that you may access as part of, or through your use of, the SafeOps Services is the sole responsibility of the person from which such content originated. This content does not include application(s) that you create using the SafeOps Services and any source code written by you to be used with the SafeOps Services.

5.2 SafeOps reserves the right (but shall have no obligation) to remove any content from the SafeOps Services. You agree to immediately take down any content that violates the Acceptable Use Policy, including taking down any content pursuant to a take-down request from SafeOps. If you do not comply with a request from SafeOps to take down any content, SafeOps reserves the right to directly take down such content or to disable applications that you create using the SafeOps Services.

5.3 If you become aware of any violation of the Acceptable Use Policy by an end user using applications created with the SafeOps Services, you shall immediately terminate such end user's account on your application. SafeOps reserves the right to disable such applications in response to a violation or suspected violation of the Acceptable Use Policy.

5.4 You agree that SafeOps has no responsibility to you or to any third party for such application or any content that you create, transmit, or display using the SafeOps Services. You also agree that SafeOps has no responsibility to you for the consequences of your actions (including any loss or damage which SafeOps may suffer) by doing so.

5.5 You agree that SafeOps has no responsibility or liability for the deletion or failure to store any content and other communications maintained or transmitted through use of the SafeOps Service. Other than SafeOps's responsibility under Section 8.6, you acknowledge that you are solely responsible for securing and backing up your applications and any content.

5.6 SafeOps shall maintain appropriate organizational and technical measures for protection of the security (including protection against unauthorized or unlawful processing of data, and against unlawful or accidental destruction, alteration or damage or loss, unauthorized disclosure of, or access to, sensitive information), confidentiality, and integrity of your data.

6. Recommendations

6.1 SafeOps may, and you grant us permission to, make recommendations via the SafeOps Services for products or services we think may be of interest to you based on your use of the SafeOps Services.

7. Term

7.1 These Terms commence upon your acceptance of the Terms and, unless terminated earlier, will continue for as long as you are using the SafeOps Services. SafeOps has the ability to changes these Terms from time to time by notifying you of the changes. Continued use of the SafeOps Services by you will be deemed acceptance of any new terms.

8. Modification and Termination of the SafeOps Services

8.1 SafeOps constantly tries to improve the SafeOps Services to provide the best possible experience for its users. SafeOps reserves the right, at its sole discretion, to make any changes to the SafeOps Services to: (a) maintain or enhance (i) the quality or delivery of SafeOps's services to its customers, (ii)

the competitive strength of or market for SafeOps's services, or (iii) SafeOps Services' cost efficiency or performance; or (b) to comply with applicable law. You acknowledge and agree that the form and nature of the SafeOps Services may change from time to time without prior notice to you. Changes to the form and nature of the SafeOps Services, such as security patches, added functionality, and other enhancements, will be effective with respect to all versions of the SafeOps Services.

8.2 You may, at any time during the term, request changes to the SafeOps Services in writing. You and SafeOps shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in a written change order signed by you and SafeOps. By requesting changes to the SafeOps Services, you agree that your disclosure is gratuitous, unsolicited, and without restriction. Such a disclosure to SafeOps and will not place SafeOps under any fiduciary or other obligation, and SafeOps is free to use the idea without any additional compensation to you, and/or to disclose the idea on a non-confidential basis or otherwise to anyone.

8.3 The Terms continue in full force and effect until the SafeOps Services ordered by you expire or are terminated. Upon termination of the SafeOps Services or your account, these Terms will terminate, but Sections 2, 3, 5, 10, 11, 13, and any other right or obligation in the Terms that, by its nature, should survive termination or expiration shall continue to be effective.

8.4 SafeOps may terminate these Terms, upon written notice to you, if you fail to pay any amount owed for your use of the SafeOps Services; become insolvent or generally unable to pay your debts as they become due; file a petition for bankruptcy; become subject to any bankruptcy or insolvency proceeding; make or seek to make a general assignment for the benefit of its creditors; or apply for or have appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of your property or business.

8.5 SafeOps may, directly or indirectly, suspend, terminate, or otherwise deny you or any other person's access to or use of all or any part of the SafeOps Services, without incurring any resulting obligation or liability, if: (a) SafeOps receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires SafeOps to do so; or (b)

SafeOps believes, in its sole discretion, that: (i) you have failed to comply with any of these Terms, or accessed or used the SafeOps Services beyond the scope of the rights granted or for a purpose not authorized under these Terms or in any manner that does not comply with any instruction or requirement of the specifications of the SafeOps Services; (ii) you are, have been, or are likely to be involved in any fraudulent, misleading, or unlawful activities; or (iii) these Terms expire or are terminated. This section does not limit any of SafeOps's other rights or remedies, whether at law, in equity, or under these Terms.

8.6 SafeOps will retain your data for 30 days from termination of your access or use of all or any part of the SafeOps Services.

9. Representations, Warranties, and Disclaimers

9.1 SafeOps warrants that (i) it has authority to enter into and perform the obligations under these Terms and (ii) it will perform the SafeOps Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner. For any breach of a warranty above, your exclusive remedy shall be to not renew your access to the SafeOps Services.

9.2 You warrant that you have validly entered into these Terms and have the authority to do so. You also warrant that you own or otherwise have and will have the necessary rights and consents in and relating to the your data so that, as received by SafeOps, your data does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, privacy, or other rights of any third party or violate any applicable law.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1, ALL SERVICES ARE PROVIDED "AS IS." SAFEOPS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT

LIMITING THE FOREGOING, SAFEOPS MAKES NO WARRANTY OF ANY KIND THAT THE SAFEOPS SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

9.4 THIS SECTION 9 SETS FORTH YOUR SOLE REMEDIES AND SAFEOPS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SAFEOPS SERVICES OR ANY SUBJECT MATTER OF THESE TERMS INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitation of Liability

10.1 SAFEOPS SHALL NOT BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS OR THEIR SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (d) COST OF REPLACEMENT GOODS OR SERVICES, (e) LOSS OF GOODWILL OR REPUTATION, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 THE AGGREGATE LIABILITY OF SAFEOPS ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SAFEOPS SERVICES IN THE 6 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SECTION 10.2 SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THESE TERMS.

10.3 The limitations in Sections 10.1 and 10.2 do not apply to claims arising from SafeOps's gross negligence or willful misconduct.

11. Indemnification

11.1 You shall indemnify and defend SafeOps against any claim, demand, suit, or proceeding made or brought against SafeOps by a third party arising from or in any way related to (a) your breach of the Terms, (b) any of your data or content, (c) processing of your data by SafeOps; (d) your use of the SafeOps Services, (e) negligence or more culpable act or omission (including recklessness or willful misconduct) by you or any third party on behalf of you in connection with these Terms; or (f) your violation of applicable laws, rules, or regulations in connection with the SafeOps Services, and you shall indemnify SafeOps for any damages, attorney fees, and costs finally awarded against SafeOps resulting from such an action. SafeOps shall promptly notify you in writing of any action for which SafeOps believes it is entitled to be indemnified pursuant to Section 11.1. SafeOps shall cooperate with you at your sole cost and expense. You shall promptly assume control of the defense and shall employ counsel of your choice to handle and defend the claim. You shall not settle any action under Section 11.1 in any manner that adversely affects SafeOps's rights without SafeOps's prior written consent.

12. Other Content

12.1 The SafeOps Services may include links to external sites or resources. You acknowledge and agree that SafeOps has no control over any external sites or resources which are provided by companies or persons other than SafeOps and that SafeOps is not responsible for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy, or existence of any advertising, products, or other materials on, or available from, such external sites or resources.

13. General Legal Terms

13.1 The Terms constitute the entire agreement between you and SafeOps and govern your use of the SafeOps Services. The Terms will supersede any prior agreements, understandings, representations, or warranties between you and SafeOps with respect to the SafeOps Services. No amendment, modification, or waiver of these Terms will be effective unless in writing and signed by an authorized representative of each party.

13.2 If you have entered into or enter into a Master Service Agreement with SafeOps, that Master Service Agreement shall not supersede or overrule any of these Terms.

13.3 There are no third party beneficiaries to these Terms. The parties are independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

13.4 You agree that SafeOps may provide you with notices by postal mail, email, or postings on the SafeOps Services. By providing SafeOps your email address, you consent to SafeOps's use of your email address to send you any notices required by law in lieu of communication by postal mail.

13.5 Except as otherwise set forth in these Terms, (i) no failure by SafeOps to exercise or (ii) delay by SafeOps in exercising any right, remedy, power, or privilege arising from these Terms will be taken as a waiver thereof, and such a right, remedy, power, or privilege will still be available to SafeOps.

13.6 If SafeOps provides you with a translation of the English language version of these Terms, the English language version of these Terms will control if there is any conflict.

13.7 If any provision of these Terms is to any extent illegal, otherwise invalid, or incapable of being enforced, such a provision shall be excluded to the extent of such invalidity or unenforceability. All other provisions of these Terms shall remain in full force and effect. To the extent permitted and possible, the invalid or unenforceable provision shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable provision.

13.8 The Terms, and your relationship with SafeOps under the Terms, shall be governed by the laws of the State of New York without giving effect to any choice or conflict of law provisions. You and SafeOps agree to submit to the exclusive jurisdiction of the courts located within New York County to resolve any disputes or other legal matters arising from the Terms.

13.9 You cannot assign any of its rights or obligations under these Terms, by operation of law or otherwise, without the prior written consent of SafeOps, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign the entirety of its rights and obligations under these Terms, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any purported assignment, delegation, or transfer in violation of Section 13.9 is void. Any purported assignment by you in breach of Section 13.9 shall result in, at SafeOps's discretion, termination of your use of the SafeOps Services upon written notice.

13.10 In no event will SafeOps be liable or responsible to you, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms, when and to the extent such failure or delay is caused by any circumstances beyond SafeOps's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of these Terms, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, national or regional shortage of adequate power or telecommunications or transportation, any complete or partial government shutdown, or passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition. Either party may terminate these Terms if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more. In the event of any failure or delay caused by a Force Majeure Event, SafeOps shall give prompt written notice to you stating the period of time the occurrence is expected to continue and shall use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

13.11 You acknowledge and agree that a breach or threatened breach by you of any of your obligations under these Terms may cause SafeOps irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, SafeOps is entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

13.12 In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by SafeOps against you arising out of these Terms, SafeOps is entitled to recover its reasonable attorneys' fees and court costs from you in the event SafeOps prevails.