

# Disclaimer

## Nighthawk Integrated Solutions, LLC Web Site User Agreement and Disclaimers

[Legal Disclaimer](#) | [Privacy Notice](#)

Please read the following terms and conditions carefully before using this Web site or any of our other Web sites. By accessing or using our sites, you agree to the following terms and conditions. You should review these terms and conditions regularly as they may change at any time at our sole discretion. If you do not agree to any term or condition, you should not access or otherwise use our sites. The following terms and conditions apply to all of our Web sites, including any Web sites owned, operated or sponsored by any of our subsidiaries or affiliates. "Content" refers to any materials, documents, images, graphics, logos, design, audio, video and any other information provided from or on our Web sites.

### 1. We Provide Our Web Site For Your Convenience Only

Our Web site is provided to you without charge as a convenience and for your information only. By merely providing access to our Web site content, we do not warrant or represent that:

- the content is accurate or complete;
- the content is up-to-date or current;
- we have a duty to update any content;
- the content is free from technical inaccuracies or typographical errors;
- the content is free from changes caused by third party; and
- your access to our Web site will be free from interruptions, errors, computer viruses or other harmful components.

We do not assume any liability for these matters. In other words, you use our Web site at your own risk. Under no circumstances, including, but not limited to, negligence, shall we be liable for any direct or indirect, special, incidental or consequential damages. This includes loss of data or profit arising out of the use or the inability to use the content of this Web site, even if one of our representatives has been advised of the possibility of your damages. If your use of our Web site results in your need to service, repair or correct equipment or data, you assume the costs to the extent the law allows. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

### 2. We Provide Our Web Site "As Is" and Disclaim All Warranties

Our Web site content is provided "as is" and without warranties of any kind, either express or implied. We disclaim all warranties, express or implied, including, but not limited to, implied warranties and merchantability and fitness for a particular purpose.

### 3. We Do Not Have Responsibility for Links to Third Party Content

We may provide hyperlinks or pointers to other Web sites maintained by third parties or may provide third party content on our Web site by framing or other methods. The links to third party Web sites are provided for your convenience and information only. The content in any linked Web sites is not under our control so we are not responsible for the content, including any further links in a third party site. If you decide to access any of the third party sites linked to our Web site, you do this entirely at your own risk. It is up to you to take precautions to ensure that the third party you link to for your use is free of computer viruses, worms, trojan horses and other items of a destructive nature.

#### **4. If We Provide a Link, We Do Not Necessarily Endorse A Third Party**

We reserve the right to terminate a link to a third party Web site at any time. The fact that we provide a link to a third party Web site does not mean that we endorse, authorize or sponsor that Web site. It also does not mean that we are affiliated with the third party Web site's owners or sponsors.

#### **5. If a Third Party Links to Our Web Site, It is Not An Endorsement**

If a third party links to our Web site, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases, we are not aware that a third party has linked to our Web site.

A Web site that links to our Web site:

- May link to, but not replicate, our content;
- Should not create a browser, border environment or frame our content;
- Should not imply that we are endorsing it or its products;
- Should not misrepresent its relationship with us;
- Should not present false information about our products or services; and
- Should not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups.

#### **6. If You Transmit or Provide Data to Us, It is Non-Confidential**

We do not want to receive confidential or proprietary information from you through our Web site. If you transmit to or post on our Web site any material, data, information or idea by any means, it will be treated as non-confidential and non-proprietary and may be disseminated or used by us for any purpose. Personal data provided to us will be handled in accordance with our policies regarding privacy.

You are not authorized to post on or transmit to or from our Web site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law.

#### **7. Your Use of Our Web Site is Restricted**

Our Web site and its content are owned and operated by us. Our Web site's content is copyrighted and protected by U.S. and worldwide copyright laws and treaty provisions. In addition, our Web site content is protected by trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

No content from [www.NighthawkIS.com](http://www.NighthawkIS.com) or any other Web site owned, operated, licensed or controlled by us may be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way. You also may not, without our permission, "mirror" any material contained on our Web site on any other server. The sole exceptions to these restrictions are:

- you obtain written permission from us to waive these restrictions; or
- you may download one copy of the content on a single computer for informational, non-commercial and personal use only, provided you keep intact all copyright and other proprietary notices and do not modify, and will not copy or post, the content on any network computer or broadcast in any media.

Violation of these restrictions will be a violation of one or more laws and is expressly prohibited by law. If you violate these restrictions, you may be subject to civil and criminal penalties. If we grant you permission to waive these restrictions, the permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded materials and printed materials.

The following is a non-exclusive list of registered trademarks, registered service marks, or trademarks or service marks of Nighthawk Integrated Solutions, LLC or its subsidiaries, in the United States and/or other countries or jurisdictions.

To the extent a name, logo or design does not appear on the above list, such lack of appearance does not constitute a waiver of any intellectual property rights that Nighthawk Integrated Solutions, LLC has established in its product or service names or logos, or in product configurations or designs, all of which rights are expressly reserved.

## **8. By Providing Content, We Do Not Allow You to Use Our Trademarks**

The trademarks, service marks and logos of Nighthawk Integrated Solutions, LLC used and displayed on our Web site are our registered and unregistered trademarks. Nothing on this Web site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our trademarks without our written permission. Requests to use trademarks owned by other companies which may be mentioned on this Web site should be directed to such other companies. We aggressively enforce our intellectual property rights. The name of Nighthawk Integrated Solutions, LLC or our logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on our Web site, without prior written permission.

## **9. You Must Obey Local Laws in Accessing Our Web Site**

This site is controlled by us from our offices within the United States of America. We make no representation that content or materials in the site are appropriate or available for use in other jurisdictions. Access to our Web site content or materials from jurisdictions where such access is illegal or prohibited. If you choose to access this site from other jurisdictions, you do so on your own initiative and are responsible for compliance with applicable local laws. We are not responsible for any law violations. You may not use or export the materials in this site in violation of U.S. export laws and regulations. Any claims relating to our Web site and its content and materials shall be governed by the laws of the State of Maryland without giving effect to any principles of conflicts of laws. You agree that any legal action or proceeding between us for any purpose concerning this Agreement or the parties' obligations shall be brought exclusively in a federal or state court in Maryland.

#### **10. You are Bound by Changes in this Agreement's Terms and Conditions**

We may at any time revise these terms and conditions by updating this posting. By using our Web site, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Nighthawk Integrated Solutions, LLC Web Site User Agreement and Disclaimers to which you are bound. Certain provisions of these terms and conditions may be superseded by other legal notices or terms located on parts of our Web site. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any other written agreement between Nighthawk Integrated Solutions, LLC and its customers or vendors, the express terms and conditions of the latter agreement shall prevail.

#### **11. You Agree to Indemnify Us for Using Our Web Site**

You agree to indemnify, defend and hold harmless Nighthawk Integrated Solutions, LLC, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to us from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you.

#### **12. Third Parties May Have Rights Under This Agreement**

Some of the provisions of this Agreement are for the benefit of Nighthawk Integrated Solutions, LLC and its officers, directors, employees, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

#### **13. How This Agreement May Be Terminated**

This Agreement may be terminated by either party without notice at any time for any reason; provided that you may no longer use our Web site after you have terminated this Agreement. Provisions 2, 6, 7, 8, 12, 14, and 15 of this Agreement shall survive any termination of this Agreement.

#### **14. Miscellaneous**

Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. We may assign our rights and duties under this Agreement to any party at any time without notice to you.

## **Website Privacy Notice**

This Privacy Notice provides important information about your privacy in connection with your use of Nighthawk Integrated Solutions, LLC websites. Please review it carefully. Your continued use of this website constitutes your agreement with this Privacy Notice and any subsequent updates.

### **Our Commitment to Privacy**

At Nighthawk Integrated Solutions, LLC your privacy is important to us. We are committed to complying with all applicable federal, state, local, and International privacy laws and regulations. We strive to provide an environment in which our employees, customers, stockholders, and partners trust us to handle personal information responsibly. We provide this privacy notice as part of our commitment to privacy by describing what personal information we collect, how we use it, how we protect it, and with whom we share it.

### **Scope of This Notice**

This notice applies to all visitors to our corporate website and affiliated websites sponsored by the Corporation. Some of our websites, such as the NIS Employee Service Center websites that provide employees access to personnel and benefits information from the Internet, may provide more detailed privacy or disclaimer notices, in which case they take priority over this notice. To make this notice easy to find, we make it available in the footer of every web page where it applies. Employees and others with access to the Nighthawk Integrated Solutions, LLC internal Intranet should note that this privacy notice will apply if linked directly from there; otherwise, our internal privacy policies will apply as defined in Corporate Command Media.

### **What Information We Collect and How We Use It**

While visiting our website you may be asked to voluntarily provide personal information in order to accomplish the purpose of your visit. For example, if you are exploring career opportunities you may be asked to provide your email address, residence, education, work experience, and other personal information typically found on a résumé. If you are a supplier you may be asked to identify the financial institution you use and provide account numbers. Also, you will be asked to provide your email address to subscribe to our Investor Relations email distribution list. The specific information that you may choose to provide will depend on the nature of the transaction to be completed and is always voluntary.

### **How We Protect Your Information**

We use reasonable physical, electronic, and managerial procedures to safeguard and secure the information you provide to us against loss, misuse, or unauthorized access. All personal

information that we collect is protected using industry standard computer security and industrial security practices.

### **Cookies and Other Website Technical Considerations**

Our website uses modern web application methods that result in the automatic collection and storage of certain data that some may consider to be personal or personally identifiable information. This includes your Internet Protocol or IP addresses, type of browser that you use, and other technical data about your computing environment. This information is stored in server logs that we maintain and review for the purpose of improving and supporting the secure operation of our website. We use “cookies” on our website to enhance the experience of our visitors, such as retaining user preferences between sessions. A cookie is a small text file that is stored on your computer. Cookies cannot be used to deliver viruses to your computer, they are uniquely assigned to you, and our cookies can only be read by our web servers. You have the ability to accept or decline cookies or, if you prefer, you can modify your web browser settings to decline all cookies or selectively decline cookies as they are offered. Our website may contain links to other websites. You should carefully review the privacy notices and practices of other websites, as we cannot control or be responsible for the privacy practices of sites not affiliated with Nighthawk Integrated Solutions, LLC.

### **With Whom We Share Your Information**

Information collected from you by Nighthawk Integrated Solutions, LLC will not be shared with third parties for purposes other than in support of Nighthawk Integrated Solutions, LLC’s operations and as necessary to facilitate the purpose for which you provided it. In some cases we may share the information with service providers retained by the Corporation to provide services on its behalf. These providers will use your information only to accomplish the task for which they have been retained. Nighthawk Integrated Solutions, LLC is a United States corporation with operations in many other countries. From whatever place you provide information to this website, you should expect that it will be processed and viewed in the United States. Your use of this website constitutes your consent for any cross-border data transfer resulting from such use. Your information may also be shared under the following circumstances (i) if we are required to do so by law enforcement authorities or government agencies, and (ii) in connection with investigations or other efforts to prevent illegal activities or pertaining to public safety.

### **Children’s Privacy**

Nighthawk Integrated Solutions, LLC’s websites are not designed with the intent to collect information from children under the age of 13. We ask that children under the age of 13 not submit any personal information to us while viewing our website. If you believe that we have collected information about a child under 13, please contact us at [NIS@NighthawkIS.com](mailto:NIS@NighthawkIS.com) so that we may delete the information.

### **Updates to This Privacy Notice and to Your Information**

We may update this Privacy Notice periodically without prior notice to reflect changes in our practice. Updates will be dated and posted on our corporate website. If you volunteered personal information to Nighthawk Integrated Solutions, LLC and would like to update it, please visit the portion of this site where you submitted the information and follow the directions there to submit any changes.

**How to Contact us**

If you have questions relating to this Privacy Notice, or for any questions you might have about our privacy practices, please contact our Privacy Office at [NIS@NighthawkIS.com](mailto:NIS@NighthawkIS.com).