

## **GraceSense Decision Workshop, Maintenance Hub, and Audit Tools End User Agreement & Acceptance**

### **Please Read These Terms & Conditions Carefully.**

This End-User Agreement (the "Use Agreement") is a legal agreement between you ("You") and Grace Engineered Products, Inc. ("Grace," "GraceSense," "We," or "Us") regarding your use of the **GraceSense™ Decision Workshop, Maintenance Hub, and Audit Tools** and corresponding Services (defined below). By accepting this Use Agreement You also accept Grace's Privacy Policy ([Privacy Policy](#)).

### **Acceptance of Terms**

When You access or use the **GraceSense™ Decision Workshop, Maintenance Hub, and Audit Tools** and its sub-domains (collectively, the "GraceSense Decision Workshop, Maintenance Hub, and Audit Tools" or the "Site"), You agree to the following terms and conditions. In order to use the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools, You must be at least 18 years old and able to form legally binding contracts under applicable law. If You are entering into this Use Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to this Use Agreement. If You do not have such authority or are not able to form legally binding contracts, You must not accept this Use Agreement and may not use the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools in any way. We may revise this Use Agreement from time to time, at Our sole discretion, by updating this posting. Unless otherwise provided below, the revised terms will take effect when they are posted. BY CONTINUING TO ACCESS OR USE THE SITE, YOU ARE INDICATING YOUR AGREEMENT TO THE TERMS OF THIS USE AGREEMENT AND ALL REVISIONS THEREOF. We take Your data privacy seriously. All Personal Information (defined below) we collect from and about You on this Site is subject to Our [Privacy Policy](#), which is incorporated herein by reference. If You do not agree with the conditions of this Use Agreement or Our Privacy Policy, You must not accept this Use Agreement and may not use the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools in any way.

These Terms & Conditions were last updated: November, 2018.

The Privacy Policy was last updated: August, 2017.

### **Access to the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools**

In order to use the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools, You must register for an account by providing Us with Your email address, password, full name, and other information as may be required. You must safeguard the password and email address that You use to access the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools. You acknowledge that Your account is personal to You or specific to Your company and You will not provide any other person with access to the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools unless they are authorized to act on Your behalf. You are responsible for all activities that occur under Your account, and You authorize Us to assume that any person using the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools with Your email address and password either is You or is authorized to act for You. You agree to immediately notify Us of any unauthorized use of Your account.

### **GraceSense Decision Workshop, Maintenance Hub, and Audit Tools Services**

"Services" means the services that are ordered by You under a free trial or an order form and provided by Us through the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools, including but not limited to the collection, aggregation, and/or providing of equipment/asset information, data, asset profile reports, and associated demographic data, and any other offline or support components. The Services offered through the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools may change or be enhanced over time and at any time at Grace's sole discretion.

By using the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools, You authorize Grace and each Affiliate (defined below) and Authorized Party (defined below) to access and extract data from your equipment,

sensors, hardware and accessories and any files that You upload to the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools (“Equipment/Asset Data”) to perform the Services. You understand and agree that We will perform the Services by inputting Equipment/Asset Data into Our proprietary analytical software and appending other data and information available, derived, or obtained from other data owned or licensed to Grace (“Grace Data”). We will not be responsible for retaining copies of Equipment/Asset Data or any reports created from Equipment/Asset Data except as provided for in an order form signed by Us.

For purposes of this Use Agreement, “Authorized Party” shall mean Grace’s data analysis partner Percēv, LLC and “Affiliate” shall mean any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, or received instructions from and acts on behalf of, Grace, including but not limited to Grace’s authorized independent sales representatives and distribution channel partners.

### **Free Trial**

If You register on [www.Gracesense.com](http://www.Gracesense.com) for a free trial of the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools, We will make one or more Services available to You, at Our discretion, on a trial basis free of charge until the earlier of 1) the end of the free trial period for which You registered, or 2) the start date of any Purchased Services (defined below).

NOTWITHSTANDING THE WARRANTIES & DISCLAIMERS SECTION BELOW, DURING THE FREE TRIAL, SERVICES ARE PROVIDED ‘AS IS’ WITHOUT ANY WARRANTY OF ANY KIND AND GRACE SHALL NOT INDEMNIFY YOU FOR YOUR USE OF THE GRACESENSE DECISION WORKSHOP, MAINTENANCE HUB, AND AUDIT TOOLS OR ANY SERVICES.

### **One-Time & Subscription Purchases**

Purchases of Services (the “Purchased Services”) are made either online or through Our Affiliates via an order form, signed by Us, on either a one-time or an annual subscription basis.

### **Use of Services & Content**

Any person or company using the Services and/or the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools, and in particular but not limited to those purchasing/downloading any content, reports, or data, must do so in a professional manner, consistent with all applicable laws, regulations, and best practices related to individuals’ privacy and in accordance with this Use Agreement. You should not agree to this Use Agreement if you are unfamiliar with or do not intend to comply, or are unable to comply, with this body of guidance and regulation.

### **Maintenance**

In order to maintain the integrity and security of information on the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools and improve Services, Grace, its Authorized Party and/or its Affiliates may perform maintenance to the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools, including upgrades, patches, and feature enhancements on client-side devices (i.e., hardware on Your premises that collects and provides content to the GraceSense Decision Workshop and Maintenance Hub) and server-side devices (i.e., hardware used by Grace to receive content from client-side devices and to provide Services), at any time and within its sole discretion. Grace will make reasonable efforts to notify You in advance of maintenance, except for emergency maintenance (for which reasonable efforts to notify You will not be required), and You agree to make reasonable efforts under the circumstances to enable Grace, its Authorized Party and/or its Affiliates to perform all maintenance. This Use Agreement will govern any updates or modifications to the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools unless Grace provides a separate agreement with such update or modification, in which case the terms of that agreement will govern.

### **Modifications**

Grace may change, suspend, remove, or discontinue certain features or services associated with the Site, or any part thereof, at any time without notice. Grace also reserves the right to change or modify the Use Agreement at any time and in its sole discretion. If Grace makes changes to the Use Agreement, it will provide notice of such

changes, such as by sending an email notification, providing notice through the Site, or changing the “last updated” date at the beginning of the Use Agreement. We encourage You to review the Use Agreement frequently to ensure that You understand the terms and conditions that apply when You access and use the Site and any Services. Your continued use of the Site or any Services after the effective date of any revised version of the Use Agreement constitutes your acceptance of the revised version of the Use Agreement.

**Limitation of Liability, Indemnification, and Force Majeure.**

To the maximum extent permitted by law, each of You and Grace agrees that neither party, nor its affiliates, officers, directors, employees, shareholders, representatives, agents, or contractors (including, for Grace, any Affiliate and Authorized Party), shall be liable to the other party, nor its affiliates, officers, directors, employees, shareholders, representatives, agents, or contractors, for any indirect, special, incidental, exemplary, punitive, or consequential damages of any kind, nor for any damages arising from or relating to any delay, loss of goodwill, loss of, damage to, or unauthorized access to data, interruption in use or availability of data, loss of use of money or use of products, lost or diminished production, business interruption, lost profits, revenue or savings (actual or anticipated), or other economic loss or third party claims ensuing from or in connection with the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools, the Services, or this Use Agreement, even if such party has been advised of the possibility of such damages. Grace shall not be liable for inaccuracies in, conclusions or actions derived from, or violations of third party rights caused by Your content, nor for any failure of Your equipment not provided by Grace. To the maximum extent permitted by law, Grace’s aggregate liability to You shall not exceed the relative value of Your access to and use of the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools and any Purchased Services in the six (6) month period immediately preceding the event giving rise to the claim. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

Grace agrees to defend, indemnify and hold You and Your affiliates, officers, directors, employees, shareholders, representatives, agents, or contractors harmless from any damages, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees, court costs, and other costs arising from fines, civil penalties, personal injury to, or damage to the property of third parties) arising out of or connected to claims, actions, or proceedings asserted by third parties based upon or related to (a) Grace’s failure to properly license any third-party software provided by Grace to You in connection with providing the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools or any Services to You, (b) Grace’s recklessness or willful misconduct, and (c) Grace’s material breach of this Agreement. You agree to defend, indemnify and hold Grace and Grace’s affiliates, officers, directors, employees, shareholders, representatives, agents, or contractors (including any Affiliate and Authorized Party) harmless from any damages, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees, court costs, and other costs arising from fines, civil penalties, personal injury to, or damage to the property of third parties) arising out of or connected to claims, actions, or proceedings asserted by third parties based upon or related to (a) any unlicensed use of Your content, (b) Your recklessness or willful misconduct, and (c) Your material breach of this Agreement. Neither You nor Grace will be liable for delay or failure to perform obligations under this Agreement where the delay or failure results from a cause beyond either party’s reasonable control, such as utility failures or, more generally, acts of God (“Force Majeure”). The Terms of Sale may provide additional limitation of liability, indemnification, and Force Majeure applicable to the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools and/or the Services. To the extent of any conflict or ambiguity between the terms in this Section above and similar terms in the Terms of Sale, the terms in this Section above shall control.

**Prohibited Uses** – You may not use the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools in any manner that could disrupt, damage, disable, overburden, or impair the Site or the Services. You agree that You are responsible for Your own conduct while using the Site and for any consequences thereof. By way of example, and not as a limitation, You agree that You will not, and will not permit others to:

- Post or distribute any computer program or device that interferes with, surreptitiously intercepts, or expropriates any system, data, or asset information
- Access, tamper with or use non-authorized areas of the Site

- Attempt to modify, reproduce, decompile or reverse engineer any software contained in the Site
- Remove any copyright, trademark, or other proprietary rights notices from the materials contained in or on the Site or in the materials or documentation received through the Services

You agree that Grace shall decide, in its sole discretion, if Your conduct violates any aspect of the Use Agreement and that Grace may take whatever action it deems appropriate to address such violation including without limitation notification of appropriate authorities and removal of Your access to the GraceSense Decision Workshop and Maintenance Hub and/or cancellation of any Services.

#### **Your Responsibilities For Content & Conduct**

You agree to provide accurate and current information when signing up for and using the GraceSense Decision Workshop and Maintenance Hub and any Services. You will not impersonate any person or entity, misrepresent Your affiliation with a person or entity, or misrepresent the origin of any content distributed through the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools or the Services. You warrant and represent that You have the legal right to possess, use or view any and all electronic data You transmit utilizing the GraceSense Decision Workshop and Maintenance Hub, and that such data does not infringe a third party's intellectual property rights or rights of publicity or privacy. You further agree that acceptance of this Use Agreement on behalf of Yourself or the entity You represent will not violate the terms or conditions of any other agreement to which You are a party.

**Provision of Purchased Services** – We agree to 1) make the Purchased Services available to You pursuant to this Use Agreement and the applicable order form, 2) provide Our support, as detailed in the applicable order forms, at no additional charge, and/or upgraded support if purchased, and 3) use commercially reasonable efforts to make the online Purchased Services available during U.S. business hours, except for: (i) planned downtime; or (ii) any unavailability caused by any Force Majeure event.

**Ownership and Use of Data.** In order to use the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools and the accompanying Services You will be required to communicate/upload the Equipment/Asset Data wirelessly to the Site. You are solely responsible for the accuracy, quality, integrity, legality, and use of the Equipment/Asset Data acquired from your facility and provided to Grace in instances where the data is extracted/gathered using hardware, sensors or accessories that are NOT supplied by Grace. You acknowledge that You own or have a license for the use of the Equipment/Asset Data uploaded through the Site and in accordance with the terms of this Use Agreement and have the right to disclose the Equipment/Asset Data to Grace for the uses and purposes set forth herein. We acknowledge that You own all right, title and interest in and to the Equipment/Asset Data that you upload to the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools. You hereby grant to Grace and its Authorized Party a nonexclusive, fully paid up, royalty free, perpetual, irrevocable, and worldwide license to copy, anonymize, aggregate, process, reproduce, display, distribute, and create derivative works using the Equipment/Asset Data in combination with or into other similar data and information available, derived or obtained from other data owned or licensed to Grace (when so combined, referred to as "Aggregate Data"). You represent and warrant to Us that You have the right, title and/or authority to grant such license of Equipment/Asset Data to Us. Grace and its Authorized Party may use the Aggregate Data to enhance and improve its Services, product offering, the Grace Data, and the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools, and to provide services, including the copying, publication, distribution, display, licensing or sale of Aggregate Data in any form and related or similar statistics or data to third parties, including preparing derivative works, or combining with other works. Grace will be the owner of all right, title and interest in and to Aggregate Data. Grace will use personally identifiable information ("Personal Information") in conformance with its Privacy Policy. If Aggregate Data contains any Personal Information, then Grace, before publishing, distributing, displaying, licensing, selling, or otherwise disclosing such Aggregate Data, will de-identify such Aggregate Data and dissociate such Aggregate Data from You. The license granted to Us in this Section is without restrictions of any kind except as expressly set forth above. We shall have the right, but not the obligation, to use the Equipment/Asset Data after any termination of your account with Us.

We agree to take commercially reasonable steps to safeguard all Equipment/Asset Data that is uploaded to the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools. We presently maintain, and will continue to maintain, industry standard administrative, technical, and physical safeguards to protect the security and confidentiality of Equipment/Asset Data obtained from You. It is important that You understand, however, that no website or cloud service is completely secure or “hacker proof” and We cannot guarantee security of the information that You submit to Us. You are responsible for taking personal steps to protect your own Personal Information as well as Equipment/Asset Data against unauthorized disclosure or misuse. Grace agrees to report to You in writing any unauthorized access to or disclosure of Your Equipment/Asset Data that requires notification under any applicable state statute (“Breach Incident”). We will make the report to You promptly upon discovery of any such Breach Incident.

### **Intellectual Property**

You acknowledge and agree that significant Intellectual Property is embodied in and relates to the Site and Services, to which You have no interest in and no transfer of which is implied or will occur in connection with Your access to or use of the Site or Services, except as explicitly permitted under this Use Agreement or as otherwise agreed to in writing. As used herein, “Intellectual Property” shall mean any inventions, discoveries, data, know-how, works of authorship, or information, including copyrights, trademarks, patents and patent applications, and trade secrets, as well as any registrations or applications relating to any of the foregoing, and any other rights of a similar nature or character, whether now existing or hereafter created, developed, arising, or otherwise coming into being.

Grace’s name and logo(s) and all related product and service names, design marks, slogans, and any other words, names, symbols, or devices used by Grace to identify and distinguish its goods or services, including the Services, are the trademarks or service marks of Grace. No trademark or service mark license is granted in connection with your access to or use of the Site or Services or this Use Agreement. Access to or use of the Site and Services does not authorize you to use any trademarks or service marks of Grace in any manner.

### **Discretion Over Content, Use, Storage, And Operation of the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools**

We may edit, move, or delete any content in the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools (including content or communications that You have provided) for any reason, and may preserve and disclose content, Equipment/Asset Data, or user information if required to do so by law or in the good faith belief that doing so is necessary to: (a) comply with a legal process; (b) enforce this Use Agreement; (c) respond to claims that any content violates the rights of third parties; (d) protect the rights, property, or personal safety of Grace, its users, or the public; or (e) administer the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools.

### **Term & Termination**

This Use Agreement commences on the date You first accept it and continues for as long as you are using or accessing the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools or any Services.

The term of each one-time and subscription Service purchase will be specified in the applicable order form. Except as otherwise specified in an order form, subscriptions will automatically renew for additional periods equal to the expiring subscription or one (1) year (whichever is shorter), unless either party gives the other written notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. Subscription pricing during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least sixty (60) days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.

Either You or We may terminate this Use Agreement for cause 1) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or 2) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership,

liquidation or assignment for the benefit of creditors. You should send all such notices to Grace Engineered Products, Inc. at 1515 E. Kimberly Rd, Davenport, IA 52807. Grace will send all such notices to You at the email or physical address provided when You created Your account for use of the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools. Additionally, Grace may, in its sole discretion, terminate this Use Agreement at any time without cause upon sixty (60) days written notice to You.

We reserve the right to suspend or terminate Your account, in whole or in part, or prohibit Your further use of the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools at any time due to misuse or violation of this Use Agreement or evidence thereto. We may immediately, and in Our sole discretion, terminate this Agreement and cancel any Services, without notice to You, if You misuse the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools or the Services in violation of the terms included in this Use Agreement.

If this Use Agreement is terminated by You for cause in accordance with this section or without cause by Grace, We will refund to You any prepaid fees covering the remainder of all order terms on your account following the effective date of termination. If this Use Agreement is terminated by Us for cause in accordance with this section, You agree to pay any unpaid fees covering the remainder of all order terms on your account following the effective date of termination. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

#### **Links**

As a convenience, this Site may contain links to other websites or resources provided by third parties and access is at your own risk. You acknowledge and agree that Grace is not responsible for the content available on these websites. We accept no responsibility for the content found on those websites or for any loss or damage that may arise from Your use of them. The inclusion of any link does not imply We recommend or endorse the linked website.

#### **Warranties & Disclaimers**

You represent and warrant that Your use of the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools and the Services will not violate any U.S. law, statute, or other governmental regulation. You further represent and warrant to Grace that You own or have and will have the necessary rights in Equipment/Asset Data so that, as received by Us in the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools and processed in accordance with this Use Agreement, the Equipment/Asset Data does not and will not infringe, misappropriate or otherwise violate any intellectual property rights or any privacy or other rights of any third party or violate any applicable law.

Grace warrants that 1) We have full power and authority to enter into this Use Agreement, and 2) the Grace Data will be as current, accurate, and complete as reasonably possible using the source data, compilation and data processing methods normally employed by Us in the ordinary course of Our business; provided, however, there is no warranty that the Grace Data is error-free. THE FOREGOING WARRANTIES DO NOT APPLY, AND GRACE STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY MATERIALS CONTAINED IN THE GRACE DATA.

Any material downloaded or otherwise obtained through the GraceSense Decision Workshop, Maintenance Hub, Audit Tools is done at Your own discretion and risk. You are solely responsible for any damage to Your computer system or loss of data that results from the use or download of any such material. No advice or information, whether oral or written, obtained by You from Grace or through or from the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools shall create any warranty not expressly stated in this Use Agreement.

YOU UNDERSTAND AND AGREE THAT IF YOU UPLOAD OR DOWNLOAD EQUIPMENT/ASSET DATA TO OR FROM THE GRACESENSE DECISION WORKSHOP, MAINTENANCE HUB, AND AUDIT TOOLS, YOU DO SO AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

*GRACE PROVIDES THE SITE AND SERVICES 'AS IS' AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, GRACE, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR OTHERWISE WITH RESPECT TO THE SITE AND SERVICES, OR THE RESULTS TO BE OBTAINED FROM SUCH SITE OR SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, GRACE PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.*

#### **Notices**

You authorize Us to send You notices pursuant to this Use Agreement or any order form on Your account, at Our discretion, via electronic mail, postal mail, or by posting them on the Site. You agree that all agreements, notices, disclosures, and other communications that We provide to You electronically or by posting on the Site satisfy any legal requirement that such communications be in writing. It is Your responsibility to check for updates to this Use Agreement.

#### **General Terms**

This Use Agreement, including any documents referenced by and incorporated into this document, constitutes the entire agreement between You and Grace and governs Your use of the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools and any Services, and supersedes all prior or contemporaneous agreements, understandings, or representations and, except as expressly provided herein, may not be modified or amended except in writing signed by both Parties. If any part of this Use Agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect. This Use Agreement is personal to You and You may not transfer, assign or delegate it to anyone without the express written permission of Grace. Any attempt by You to assign, transfer or delegate this Use Agreement without the express written permission of Grace shall be null and void. This Use Agreement and any registration for or subsequent use of the GraceSense Decision Workshop, Maintenance Hub, and Audit Tools will not be construed as creating or implying any relationship of agency, independent contractor, franchise, partnership, or joint venture between any user and Grace. The waiver by Grace of a breach or other violation of any provision of this Use Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Use Agreement.

You assume liability for damages arising from any breach of this Use Agreement by You or any entity You represent. You agree that any such breach or threatened breach will result in irreparable injury to Grace, for which monetary damages are an inadequate remedy, and agree (i) to take all reasonable measures, including, but not limited to court proceedings, at Your own expense to prevent any such breach or threatened breach; and (ii) that Grace shall be entitled to temporary and permanent injunctions restraining such breach or threatened breach without posting a bond.

This Use Agreement will be governed by the laws of the state of Iowa, U.S.A., without regard to its conflicts of law provisions. Any action to enforce any provision of this Use Agreement shall be brought, if at all, in a court of competent subject matter jurisdiction in Des Moines, Iowa. You hereby consent to the exclusive jurisdiction of the state and federal courts located in Iowa over any dispute concerning this Use Agreement and waive all defenses for lack of personal jurisdiction and forum non conveniens.