

## TERMS OF SERVICE

Terms of Service (these “**Terms**” or this “**Agreement**”) govern your use of services (the “**Services**”) provided by Brown Manufacturing Group, Inc (“**Brown Manufacturing**,” “**we**,” or “**us**”). By granting us access to hardware, software, and services used by you, you indicate your agreement with these Terms. If you do not agree with these Terms, do not use services provided by us and do not grant us access to hardware, software, or services used by you. If you are accepting these Terms on behalf of a business, you represent and warrant that you have sufficient authority to bind the business, and that your acceptance of these Terms shall bind the company on whose behalf you are accepting these Terms.

### 1. Intellectual Property Rights and Privacy Policy.

**1.1. Brown Manufacturing’s Intellectual Property.** The Services and their features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by Brown Manufacturing, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

**1.2. Client Data.** In order to perform the Services, we need access to information stored on hardware controlled by you. We use third party applications and services for this, including, without limitation, TeamViewer. Any information accessed or obtained by us while performing the Services will be (i) subject to the applicable terms and policies of the application we use to perform the Services; and (ii) used by us only as we performing the Services and for no other purpose.

**2. Use the Services at Your Own Risk.** You agree that your access to and use of the Services is at your own risk. We will have no responsibility for any harm that results from your access to or use of the Services, including, without limitation, data loss or corruption, or loss of actual or anticipated profits.



**3. Disclaimer of Warranties.** BROWN MANUFACTURING WILL NOT BE LIABLE FOR ANY DATA LOSS OR CORRUPTION WHICH MAY OCCUR DURING PERFORMANCE OF THE SERVICES. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER BROWN MANUFACTURING NOR ANY PERSON ASSOCIATED WITH BROWN MANUFACTURING MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER BROWN MANUFACTURING NOR ANYONE ASSOCIATED WITH BROWN MANUFACTURING REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVERS WHICH MAKES THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

BROWN MANUFACTURING HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**4. Limitation on Liability.** IN NO EVENT WILL BROWN MANUFACTURING, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, MEMBERS, MANAGERS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN NO EVENT WILL THE TOTAL LIABILITY TO YOU BY BROWN MANUFACTURING, ITS AFFILIATES, ITS MEMBERS, ITS MANAGERS, ITS EMPLOYEES, AND ITS CONTRACTORS, FOR ANY CLAIMS, DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT YOU PAID TO BROWN MANUFACTURING FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO YOUR CLAIM.



## 5. Miscellaneous.

5.1. No waiver of any breach of any provision of these Terms will be deemed a waiver of any preceding or succeeding breach or of any other provision of these Terms. No extension of time for performance of any obligations or acts will be deemed an extension of the time for performance of any other obligations or acts.

5.2. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of these Terms, but these Terms shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

5.3. These Terms shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its principles of conflicts of laws. Each of the Parties to this Agreement irrevocably submits to the exclusive jurisdiction of the courts of the State of Michigan located in Kent County, Michigan, and the United States District Court for the Western District of Michigan for the purpose of any suit, action, proceeding, or judgment relating to or arising out of these Terms. By accessing or using the Service, you irrevocably (i) consent to the jurisdiction of any such court in any such suit, action, or proceeding; (ii) consent to the laying of venue in such court; (iii) waive any objection to the laying of venue of any such suit, action, or proceeding brought in such courts; and (iv) waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

5.4. The Service is controlled by facilities in the United States of America. Brown Manufacturing makes no representations that the Service is appropriate or available for use in other locations. If you access the Service from any location outside the United States of America, you do so at your own risk and you are solely responsible for your compliance with all local laws and regulations.

5.5. These Terms of Service are the entire and exclusive agreement between Brown Manufacturing and you regarding the Service, and these Terms of Service supersede and replace any prior agreements between Brown Manufacturing and you regarding the Service.

