Gruntwork Terms of Service

From https://gruntwork.io/terms *https://gruntwork.io/terms*

Preface

Thank you for using the Gruntwork services. Gruntwork has developed and makes available a suite of DevOps products and services, including subscription-based offerings (the "Subscription Products"), collections of DevOps code and documentation (the "Library Products"), and other features, websites, user interfaces, content, applications and other deliverables associated with our services (collectively, the "Services").

To be eligible to register for a Gruntwork account and use the Gruntwork Services, you must review and accept the terms of this Gruntwork Terms of Service (this "Agreement" or these "Terms"). PLEASE REVIEW THESE TERMS CAREFULLY. BY ACCEPTING THESE TERMS OR USING THE GRUNTWORK SERVICES, YOU AGREE TO THESE TERMS AND CONDITIONS WITH GRUNTWORK INC. ("Gruntwork"). IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT USE THE SERVICES.

In this Agreement, "you," "your" and "Customer" will refer to you. If you are registering for a Gruntwork account or using the Services on behalf of an entity or other organization, you are agreeing to these Terms for that entity or organization and representing to Gruntwork that you have the authority to bind that entity or organization to these Terms (and, in which case, the terms "you", "your" and "Customer" will refer to that entity or organization).

Gruntwork may revise these Terms from time to time. If Gruntwork does revise these Terms, the revised Terms will supersede prior versions. Revisions will be effective upon the effective date indicated at the top of these Terms, unless you have purchased a paid subscription to the Gruntwork Services, in which case such revisions will be effective upon the next renewal of your subscription. Gruntwork will provide you advance notice of any material revisions. This notice will be provided via the account portal and/or via an email to the email address Gruntwork has on file. For other revisions, Gruntwork will update the effective date of these Terms at the top of the page. Gruntwork encourages you to check the effective date of these Terms whenever you visit Gruntwork's website or account portal. Your continued access or use of the Services constitutes your acceptance of any revisions. If you do not agree to the revisions, you should stop using the Services and Gruntwork is not obligated to provide you with the Services.

1. Definitions

1.1. Affiliate

"Affiliate" means any person or entity owned or controlled by a party, owning or controlling a party, or under common ownership and control with a party, with "control" meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract interest or otherwise. For purposes of this Agreement, the term "Affiliate" does not include your investors or entities controlled by your investors that are not involved in your day-to-day business purpose.

1.2. Authorized Users

"Authorized User" means your employees, contractors, or Machine Users (as defined below) that are authorized under this Agreement to use the Services on your behalf.

1.3. Confidential Information

"Confidential Information" means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, "Confidential Information" will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

1.4. Documentation

"Documentation" means the printed and digital instructions, on-line help files, technical documentation and user manuals made available by Gruntwork for the Services.

1.5. Machine User

"Machine User" means a user account set up by an individual human who accepts this Agreement on behalf of the user account, provides a valid email address, and is responsible for its actions. A Machine User is used exclusively for performing automated tasks. Multiple users may direct the actions of a Machine User, but the owner of the Machine User is ultimately responsible for the machine's actions.

1.6. Order Form

"Order Form" means an order form, quote or other similar document that sets forth the specific Services and pricing therefor (including in relation to overages), permitted number of users, licenses, and subscription term, and that references this Agreement and is mutually executed by the parties.

1.7. Team

"Team" means a unique code repository used to manage infrastructure-as-code for a specific group or project within your organization, intended to represent a single team. Despite potential use by multiple groups, each code repository is considered one Team for the purpose of licensing under this Agreement.

2. The Services

2.1. Provision of the Services

Subject to the terms and conditions of this Agreement, Gruntwork will make the Services available to Customer pursuant to this Agreement, the license grant set forth in Section 3, the SLA available at https://gruntwork.io/legal/sla and the applicable Order Form.

2.2. Customer Responsibilities

2.2.1 Cooperation

Customer acknowledges that Gruntwork's provision of the Services is dependent on Customer providing all reasonably required cooperation, and Customer will provide all such cooperation in a diligent and timely manner.

2.2.2 Responsibility for Use

Customer will (i) be responsible for all use of the Services under its account, including use by its Authorized Users and Affiliates who have the right to use the Services, provided such Affiliate complies with the Agreement and conditions hereunder (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify Gruntwork promptly of any such unauthorized access or use or any other known or suspected breach of security or misuse of the Service and (iii) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the Service, including as set forth in the Documentation. Customer will be solely responsible for its failure to maintain such equipment, software and services, and Gruntwork will have no liability for such failure (including under any service level agreement).

2.3. Adding/Removing Users and Teams

You are entitled to up to the maximum number of Authorized Users and Teams specified in your most recent Order Form. If you wish to increase your maximum number of Authorized Users or Teams, you must purchase licenses from Gruntwork. When an Authorized User ends their employment or contractual relationship with you, you agree to remove the Authorized User within ten (10) business days.

2.4 Data Security

2.4.1 Security Measures

Gruntwork has implemented and will maintain appropriate technical and organizational security measures designed to preserve the security and confidentiality of the Services and any Customer Information (defined below) under its control.

2.4.2 Personal Data Commitments

To the extent that, as part of the Services, Gruntwork processes Personal Data on Customer's behalf, the terms of the Gruntwork Data Processing Agreement (currently located at https://gruntwork.io/legal/dpa), which are incorporated into and form a part of this Agreement, will apply to such processing.

2.5. Support

Gruntwork will provide support for basic Terragrunt questions, bug fixes and general support for all Gruntwork products. Gruntwork will not be responsible for supporting issues that do not directly relate to the Services, such as general purpose DevOps technical support, or support for third-party solutions.

Gruntwork will deliver one of the following support levels, as set forth in the applicable Order Form.

2.5.1 Community Support

Community Support includes:

- **Support via Knowledge Base:** Access to our online repository of questions and answers from Gruntwork personnel.
- **Support via Community Slack:** Participation in our customer-only Slack channel that includes informal support and interaction with other Gruntwork users.
- **Support via Email:** Direct email support for personalized assistance.
- **Named Technical Contacts:** The specified number of designated technical contacts within your organization may submit support requests via email.
- **No SLA.** Community support does not include a service level agreement; Gruntwork personnel will respond on a best-effort basis.

2.5.2 Startup Support

Startup Support includes all features of Community Support, plus:

- **Support Service Level Agreement (SLA):** Response times to support inquiries according to the SLA set forth in the applicable Order Form.

2.5.3 Enterprise Support

Enterprise Support includes all features of Startup Support, plus:

- **Support via Private Slack:** Request support in a Slack channel private to your Slack workspace and shared with the Gruntwork Slack workspace.

3. Intellectual Property Rights

3.1. Proprietary Rights

As between the parties, Gruntwork exclusively owns all right, title and interest in and to the Services, System Data and Gruntwork's Confidential Information. "System Data" means data collected by Gruntwork regarding the Gruntwork Product that may be used to generate logs, statistics or reports regarding the performance, availability, usage, integrity or security of the Services.

3.2. License Grant

The scope of your license will depend on the products and features you purchase from Gruntwork as set forth in the applicable Order Form.

3.2.1. License to Library Products

The Library Products include Gruntwork Library, which is a collection of infrastructure code created and updated from time to time by Gruntwork, and which is made available via the private git repositories listed at https://www.gruntwork.io/legal/library-repos. Gruntwork hereby grants you a royalty-free, worldwide, non-exclusive, non-transferable (other than as specifically set forth in Section 15 below), non-sublicensable license to use, install, test, execute, perform, and copy the Library Products exclusively for your internal business use, and to create derivative works or otherwise modify the Library Products purely for your internal business purposes (the "Library License"). For the avoidance of doubt, you may not distribute any Library Products to a third-party. Your use of the Library Products is solely for your internal business use only. Additionally, the Library License is granted on a per Authorized User basis, and you must purchase and maintain a valid license for each Authorized User who accesses the Library Products. The Library License is only granted to you if your applicable Order Form explicitly includes reference to a Library Product.

3.2.2. License to Subscription Products

The Subscription Products include Gruntwork Pipelines, Gruntwork Patcher, Gruntwork Catalog, Gruntwork Runbooks, support services, and access to KodeKloud and are provided to you as hosted software, self-hosted software, or a pre-built binary. Subject to the terms and conditions of this Agreement, Gruntwork will make the Subscription Products available to you during the term of your applicable Order Form, and hereby grants you a non-exclusive right to access and use the Subscription Products for your business purposes (the "Subscription License"). No other license rights will apply to the Subscription Products. For the avoidance of doubt, the Post-Termination License (set forth in Section 4.4) does not apply to the Subscription License. Unless explicitly stated otherwise in your Order Form, your access and use of the Services are subject to the Subscription License.

3.3. Professional Services

In connection with providing you the Services, Gruntwork may offer initial configuration assistance, Customer training, migration or other professional services that Gruntwork furnishes to Customer related to the Services (the "Professional Services"). If applicable, Gruntwork will use commercially reasonable efforts to (1) perform Professional Services and (2) deliver any deliverables in conformance with Gruntwork's provision of the Professional Services. Customer will give Gruntwork timely access to customer materials reasonably needed for Professional Services and/or the deliverables, and Gruntwork will use the customer materials only for purposes of providing Professional Services. Except as set forth otherwise and further described in a statement of work ("SOW"), (A) as between the parties, Gruntwork shall solely and exclusively own all right, title, interest in the Professional Services and (B) to the extent Gruntwork creates any work product or code on behalf of Customer in furtherance of the Professional Services (the "Deliverables"), and subject to the restriction set forth in Section 7.2(c), Gruntwork grants Customer a non-exclusive, perpetual license to use the Deliverables created from the Professional Services.

3.4 Customer Contributions to Gruntwork

Nothing in this Agreement requires you to contribute to the Services; however, if you choose to contribute any intellectual property via a submission to a Gruntwork source code repository (for example, via a GitHub pull request), Gruntwork will own such contribution ("Gruntwork-Owned Contribution"). You warrant that Gruntwork-Owned Contributions do not include any of your Confidential Information (as defined in Section 7), and you hereby assign to Gruntwork all rights in the Gruntwork-Owned Contribution, including, without limitation, all copyrights, patent rights, trade secret rights, trademark rights, moral rights, and other intellectual property rights to and in the Services in the United States and all other countries, including the right to pursue patents, utility models, or industrial design applications in the United States and all other countries, and will do everything reasonably possible (when requested by Gruntwork, and at Gruntwork's expense) to carry out in good faith the intent of this clause. Nothing in this Agreement requires you to provide access to Gruntwork to your source code repository, unless otherwise expressly required under the Agreement of a specific Service that you have utilized.

3.5. License to Customer Information

You grant Gruntwork a worldwide, non-exclusive license to host, copy, process, transmit, and display information, data, and other content provided or submitted by you or your Authorized Users to or through the Services (and modification and derivatives thereof) (collectively, "Customer Information") solely for the purpose of Gruntwork providing the Services to you in accordance with this Agreement.

3.6. Gruntwork Use of Open Source Software

You acknowledge that from time to time Gruntwork may utilize third-party software, such as publicly-distributed software (e.g., third-party software commonly known as "free software" or "open source software" subject to one or more third-party license agreements), or other third-party documentation and information in connection with providing the Library Products. Gruntwork may incorporate such third-party software into the Library Products or make use of such third-party software in the Library Products. If the third-party software uses a GPL, LGPL, or MPL license, Gruntwork will ensure the use of that third-party software in the Library Products does not trigger GPL, LGPL, or MPL obligations commonly referred to as "viral" obligations. Gruntwork will at all times use such third-party software only in accordance with Gruntwork's Open Source Usage Policy located at https://gruntwork.io/open-source-policy, which may be updated from time to time but at all times will meet industry standards.

3.7. Your Use of Open Source Software

You also acknowledge that, under the terms of the Library License granted herein, you agree not to distribute the Library Products or any derivative of the Library Products in any way and, as such, acknowledge and agree that you will not "convey" any Library Products or derivative of the Library Products in a manner that would trigger GPL, LGPL, or MPL obligations commonly referred to as "viral" obligations. In the event you produce any derivative work from any portion of the Library Products, or otherwise modify the Library Products, you shall be solely responsible for ensuring that such derivatives or modifications comply with the terms of the licenses to any third-party software incorporated into the Library Products.

3.8. Feedback

You hereby grant Gruntwork a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, reproduce, translate, modify, create derivative works from, distribute, and incorporate into the Services, any suggestions, enhancement requests, recommendations or other feedback provided by you or your Authorized Users relating to Services. Notwithstanding anything stated to the contrary in this Agreement, this irrevocable license will continue after the expiry or termination of this Agreement for any reason.

4. Term and Termination

4.1. Term

The term of this Agreement will become effective on the date these Terms are accepted by you and continue until your account is terminated as set forth below.. Except as set forth in an Order Form, the term of your Agreement will automatically renew for successive renewal terms equal to the length of the initial term, unless either party provides the other party with written notice of non-renewal at least fifteen (15) days prior to the end of the then-current term (each, a "Renewal Term").

Notwithstanding the foregoing, except as set forth in an Order Form, for customers who entered into an Agreement with Gruntwork on or before May 2, 2024, the initial term length of such Agreement and each Renewal Term thereof is twelve (12) months.

4.2. Termination

Each party may terminate this Agreement upon written notice to the other party if there are no Order Forms then in effect. Each party may also terminate this Agreement or the applicable Order Form upon written notice in the event (a) the other party commits any material breach of this Agreement or the applicable Order Form and fails to remedy such breach within thirty (30) days after written notice of such breach or (b) subject to applicable law, upon the other party's liquidation, commencement of dissolution proceedings or assignment of substantially all its assets for the benefit of creditors, or if the other party become the subject of bankruptcy or similar proceeding that is not dismissed within sixty (60) days. Gruntwork may further terminate this Agreement if (a) we, in our sole discretion and in good faith, believe you have breached your warranty set forth in Section 10 or (b) if, in our sole discretion, we believe that you or your Authorized Users' continued use of the Services creates legal risk for Gruntwork or presents a threat to the security of the Services or other Gruntwork customers.

4.3. Effects of Suspension or Termination

If, at any time, any of the Services or the Agreement (or any portion hereof) are suspended or terminated for any reason, you will not be entitled to a refund of any amounts paid, to the fullest extent permitted by law. Notwithstanding anything stated to the contrary, all Sections of this Agreement that, either explicitly or by their nature, must remain in effect after termination of the Agreement, shall survive termination .

4.4. Post-Termination Library License

If, at any time, all or any portion of the Agreement or your Services are terminated (other than by Gruntwork for cause), the Library License will remain in effect for all of your forks of the Library Products source code repositories as of the termination date. Gruntwork recommends that, prior to the termination date, you fork any Gruntwork source code repositories and update your infrastructure code to remove all references to any private Gruntwork source code repositories.

Notwithstanding the foregoing, the Library License set forth in this Section 4.4 is only valid to Customers who have purchased (and paid for) a perpetual usage right to the Library Products from Gruntwork, or to customers who purchased Gruntwork on or before May 2, 2024.

5. Compensation and Invoicing

5.1. Billing for Services

If Customer has purchased a subscription or has otherwise agreed to pay any fees in an Order Form, Customer will pay Gruntwork the fees set forth in the applicable Order Form. All fees are quoted and payable in United States dollars, all payment obligations are non-cancelable and, except as expressly set forth herein, all fees paid are non-refundable. If Customer has selected a payment plan and provided its payment information to Gruntwork, then Customer (a) represents and warrants to Gruntwork that such information is true and that Customer is authorized to use the payment instrument, (b) will promptly update its account information with any changes to its payment instrument information, and (c) hereby authorizes Gruntwork (including through its payment processor, in which case Customer hereby agrees to the applicable terms and policies of such payment processor) to bill your payment instrument in advance in accordance with the terms of the applicable payment plan. If Customer is paying the fees set forth in an Order Form by invoice, then all fees are due within thirty (30) days of the date of the invoice. If Customer is overdue on any payment and fails to pay within ten (10) business days of a written notice of your overdue payment, then Gruntwork may assess a late fee and/or suspend Customer's account until Customer pays the amount Customer is overdue plus the late fee. The late fee will be either 1.5% per month, or the maximum amount allowable by law, whichever is less

5.2. Taxes

All applicable use, sales and other similar taxes and government charges will be payable by Customer. Customer will not withhold any taxes from any amounts due to Gruntwork.

6. Third-Party Applications

From time to time, Gruntwork may offer to you the ability to access, or the Services may be integrated or interact with, third party applications, websites, and services ("Third-Party Applications") to make the Services available to you. These Third-Party Applications may have their own terms and conditions of use and privacy policies. Your use of these Third-Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that Gruntwork does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or for any transaction you may enter into with the provider of any such Third-Party Applications, nor does Gruntwork warrant the compatibility or continuing compatibility of the Third-Party Applications with the Services.

7. Confidentiality; Restrictions

7.1. Confidentiality

Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information (a) to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and (b) as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law. Neither party will disclose the terms of this Agreement to any third party, except that either party may confidentially disclose such terms to actual or potential lenders, investors or acquirers. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section 7, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

7.2. Technology Restrictions

Customer will not directly or indirectly: (a) reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the Subscription Products; (b) attempt to probe, scan or test the vulnerability of the Subscription Products, breach the security or authentication measures of the Subscription Products without proper authorization or wilfully render any part of the Subscription Products unusable; (c) use or access the Services (including any Deliverables) to develop a product or service that is competitive with Gruntwork's products or engage in competitive analysis or benchmarking; (d) transfer, distribute, resell, lease, license, or assign the Services or otherwise offer the Services on a standalone basis; or (e) otherwise use the Services in violation of applicable law (including any export law) or outside the scope expressly permitted hereunder and in the applicable Order Form.

8. Limited Liability

UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL GRUNTWORK BE LIABLE TO CUSTOMER FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF A REPRESENTATIVE OF GRUNTWORK HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY AGGREGATE DAMAGES, COSTS OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM. THE FOREGOING PROVISIONS ALLOCATE THE

RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS

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9. Indemnification

You will defend, indemnify, and hold harmless Gruntwork and its Affiliates and their respective officers, shareholders, directors, employees, and agents from and against any third party liability, claims, demands, damages, judgments, losses and expenses of any nature, including legal expenses and attorney's fees, arising out of any theory of liability (including tort, warranty, or strict liability) or out of damage to any property, resulting from the misuse of the Services by you or your Authorized Users in breach of the Agreement. Gruntwork will cooperate as reasonably required in the defense of any such claim, at your expense. Gruntwork reserves the right, at your expense, to retain separate counsel for itself in connection with any such claim or, if you have not responded reasonably to such claim, to assume the exclusive defense and control of such claim. You will also be liable to Gruntwork for any costs and attorneys' fees Gruntwork incurs to successfully establish or enforce Gruntwork's right to indemnification under this Section.

10. Warranties and Disclaimers

10.1. Customer Warranties

You hereby represent and warrant to Gruntwork as follows: (a) you have the authority to enter into this Agreement and to bind the entity you have listed to the this Agreement, and that this Agreement constitutes your and its legal, valid, binding and enforceable agreement; and (b) execution and performance of this Agreement (i) does not breach any agreement of yours or the entity's with any third party, or any duty arising in law or equity, (ii) does not violate any law, rule or regulation applicable to you or the entity, and (iii) are within your and its powers.

10.2. Disclaimers

GRUNTWORK DISCLAIMS ALL WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, GRUNTWORK PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR FREE. IN ADDITION, GRUNTWORK MAKES NO REPRESENTATION OR WARRANTIES REGARDING ITS COMPLIANCE WITH THE CENTER FOR INTERNET SECURITY AWS FOUNDATIONS BENCHMARK NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), OR ANY OTHER PRODUCT OR SERVICE ADVERTISED, PROMOTED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE, AND GRUNTWORK IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF THE FOREGOING. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM GRUNTWORK SHALL CREATE ANY WARRANTY ON BEHALF OF GRUNTWORK. THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Export Control

Gruntwork's Services may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. You warrant that you are (1) not located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions; and (2) not a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions.

You agree to comply with all applicable export and reexport control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITAR. Specifically, you agree that you shall not – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Gruntwork to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

12. Independent Contractor

You and Gruntwork are independent parties and nothing in this Agreement will constitute either Party or their employees as the employer, principal, or partner of or joint venture with the other Party. Neither you nor Gruntwork has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

13. Force Majeure

No failure or omission by either Party in the performance of any obligation of this Agreement will be deemed a breach of this Agreement or create any liability if the same will arise from any cause or causes beyond the control of such Party, including, without limitation, the following: acts of god, storm, flood, or earthquake; any act, rule, regulation, order or requirement of any governmental authority or by any officer, department, agency or instrumentality thereof; fire; accident; war; rebellion; insurrection; riot; invasion; national emergency; pandemic; lack of or inability to obtain fuel or power; or other similar causes beyond the control of such Party provided that such Party provides notice to the other Party of such an event and such failure or omission resulting from one of the above causes is cured as soon as is practicable.

14. Notices

Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Notices to Customer must be sent to Customer's email or other address as set forth in Customer's account information. Notices to Assembly must be sent to the following address:

> 2307 Fenton Pkwy, #107-623, San Diego, California, USA 92108,
> legal@gruntwork.io

15. Assignment

15. Assignment

Neither Party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either Party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without the consent of the other Party. The terms of this Agreement will be binding upon the Parties and their respective successors and permitted assigns.

16. Governing Law and Dispute Resolution

This Agreement will be governed by and construed in accordance with the laws of the state of Delaware. If any controversy, claim or dispute arises out of or relating to this Agreement, including, without limitation, the breach or interpretation of this Agreement (collectively, a "Dispute"), each Party shall designate an executive who is authorized to investigate, negotiate and settle the Dispute. The executives shall exercise good faith efforts to settle the Dispute. If the executives do not resolve the Dispute within thirty (30) days (or an extended period if they so agree) of the initial notice of the Dispute from one Party to the other, then the Parties may pursue the Dispute in courts in accordance with this section. No court or other action pertaining to a Dispute shall be pursued unless this dispute resolution procedure has been exhausted. Nonetheless, either Party at any time may pursue equitable relief before any court of competent jurisdiction in order to protect its intellectual property rights or Confidential Information.

17. Miscellaneous

The Agreements, including, without limitation, this Agreement, constitute the entire understanding and agreement of the Parties, and supersedes all prior written or oral agreements with respect to the subject matter of this Agreement. The failure to exercise any right provided in this Agreement by a Party will not be a waiver of prior or subsequent rights by such Party. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and the Parties will, in good faith, attempt to modify the invalid provision so it becomes a valid provision.