

## VITROCSA DOWNLOAD WEBSITE – TERMS OF USE

These Terms of Use set forth the terms and conditions of your use of the Vitrocsa Download Website (“**Website**”):

### **1. Right to Use the Website.**

- 1.1. Grant of User Rights. Subject to your compliance with these Terms of Use, Goldbrecht Inc. (“**Goldbrecht**”) grants to you a non-exclusive, non-transferable right to use the Website to the extent you are authorized to do so by a Goldbrecht representative. Access to the Website is granted by Goldbrecht per project on an invitation only basis. Unless otherwise expressly permitted by Goldbrecht, you may only use the information contained in the Website (“**Data**”) in connection with a project and for no other purpose. Goldbrecht is not responsible for any server unavailability or performance issues.
- 1.2. Ownership & Limitations. All right, title, and interest in and to the Website and all related software and documentation, and all patents, copyrights, trade secret rights, trademarks, trade names, and other proprietary rights embodied in the Data or associated with the Data are and shall remain with Goldbrecht and its third party licensors and licensees. The Website and Data are protected by the copyright laws of the United States and international treaties. You shall have no right or interest in the Website or Data other than a limited right to use the Website in accordance with these Terms of Use. The Website and Data embody valuable confidential and secret information of Goldbrecht, which required the expenditure of considerable time and money to develop. You waive all claims of ownership to any rights in the Data you may obtain during your use of the Website and warrant that you shall not, during or after you use of the Website, or by any renewal or amendments of these Terms of Use, contest or assist others in contesting Goldbrecht's rights in the Data. You assign, and at the request of Goldbrecht, will execute documents confirming any assignment to Goldbrecht of any rights, if any, which you may have acquired to the Data through your use of the Website. No license is granted for the sale, licensing, or other commercial exploitation of the Data for a benefit to you. In the event you desire to commercially benefit from the Data or sell merchandise related to the Data, you must first seek and obtain a separate license from Goldbrecht for this use or any use not granted by these Terms of Use.
- 1.3. User Obligations. You are responsible, at your expense, for obtaining and maintaining all of the hardware, software, internet, and other services that you may need to use the Website. You are responsible for protecting and safeguarding any keys, certificates, passwords, access codes, user ID's, or other login information (collectively, “**Passwords**”) that are provided to you or that are generated in connection with your use of the Website. You must use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Website and you are responsible for all activities that occur under your Passwords. You shall not (i) attempt to copy, alter, modify, adapt, translate, or create derivative works of the Data; (ii) attempt to reverse engineer, disassemble, decompile, or otherwise discover the source code of the software; or (iii) disclose or make any Passwords available to any other person.

### **2. Prohibited Activities.**

- 2.1. Illegal, Harmful, or Offensive Use. You may not make any illegal, harmful, or offensive use of the Data. Without limiting the foregoing, you may not transmit, display, or store Data in way that (i) infringes or misappropriates the rights of any third party or defames a third party; (ii) violates any law, statute, ordinance, or regulation; (iii) assists others in defeating technical copyright protections; or (iv) is connected with obscene, pornographic, indecent, excessively violent, harassing, malicious, or fraudulent content.
- 2.2. Security Violations. You may not interfere with, attempt to interfere with, or disrupt the integrity, security, functionality, or proper operation of the Website. You may not attempt to alter, destroy, or damage the Website or any Data.
- 2.3. Network Abuse. You may not (i) monitor or crawl the Website system in such a way as to impair or disrupt the operation of the system; (ii) intentionally interfere with the proper functioning of the system; or (iii) use manual or electronic means to avoid any use limitations placed on the system.

### **3. Suspension, Limitation, & Termination.**

- 3.1. Goldbrecht shall be entitled, without liability to you, to suspend, terminate, or limit your access to the Website at any time if you breach any of the provisions of these Terms of Use.
- 3.2. Upon termination, except as otherwise provided in these Terms of Use, all rights in the Website and Data granted to you under these Terms of Use shall automatically terminate.

**4. No Warranty.**

- 4.1. The Website is provided to you strictly on an "as is" basis and without warranty of any kind. GOLDBRECHT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF SERVICE, WHETHER MADE BY GOLDBRECHT EMPLOYEES OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY BY GOLDBRECHT FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF GOLDBRECHT WHATSOEVER.

**5. Limitation of Liability.**

- 5.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL GOLDBRECHT BE LIABLE TO YOU FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF USE DAMAGES.

**6. Disclaimer & Indemnification.**

- 6.1. These Terms of Use in no manner absolves you of your responsibility, if any, to procure legally sufficient permission from the copyright owner of the Website or Data which is not being provided for under this Terms of Use. You agree to indemnify and hold harmless Goldbrecht and its agent from any and all claims made by third parties to the extent such claims are made with respect to copyrighted materials utilized in conjunction with these Terms of Use and not provided for by Goldbrecht under these Terms of Use, and you agree to indemnify Goldbrecht with respect to any losses, damages, and expenses incurred by Goldbrecht resulting from any breach by you of any representation, warranty, or obligation under these Terms of Use.

**7. Miscellaneous.**

- 7.1. Relationship of Parties. These Terms of Use does not create any agency, partnership, or joint venture between the parties. You do not have any right to bind Goldbrecht in any manner and these Terms of Use do not give any right of any kind to a third party.
- 7.2. Amendment. Goldbrecht shall have the right to modify these Terms of Use at any time by posting an updated version of these Terms of Use on its website. You are responsible for regularly checking the website to inform yourself of such changes. Changes will be effective upon your first login to the Website after any changes are posted and continued use of the Website shall constitute your consent to any changes.
- 7.3. Governing Law & Jurisdiction. This Terms of Use shall be governed by and construed in accordance with the laws of the State of California without regard to California's choice of law provisions. Except as otherwise provided in this Terms of Use, the parties consent to and waive any objections to exclusive personal jurisdiction and venue in California State Court or the United States District Court for the Central District of California.
- 7.4. Severability. If any of the provisions of this Terms of Use are determined to be invalid or unenforceable, that portion of this Terms of Use shall be considered to be severable and the remaining portions shall remain in full force and affect.
- 7.5. No Waiver. Any failure to enforce any provision of this Terms of Use shall not constitute a waiver of that or any other provision unless expressly waived in writing.
- 7.6. Compliance with Laws. You agree to comply with all applicable laws and regulations in connection with your use of Website.
- 7.7. Injunctive Relief. In the event of a breach or threatened breach by you of any of the provisions of Sections 1.3 through 2.3 of these Terms of Use, Goldbrecht may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce those provisions.
- 7.8. Contact. If you have any questions about these Terms of Use, please contact: Goldbrecht Inc., 5701 Buckingham Parkway Unit C, Culver City, California 90230.

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