



## JMConnexus User Agreement

### **Introduction.**

JMConnexus (also known as the JM Extranet, Installed Sales Portal, Guarantee Peak Portal) is an extranet Web site owned and operated by Johns Manville ("JM") and is offered to you conditioned on your acceptance, without modification, of the terms, conditions and notices contained herein. Your accessing and continued use of this Web site constitutes you (and if you are representing a company, your company's) binding and conclusive acceptance and agreement of all such terms, conditions, and notices. If at any time the terms and conditions of this agreement are no longer acceptable to you, then you shall immediately cease all use of JMConnexus and any of its ancillary products and services. This page states the terms and conditions under which you may use this Web site and any other products or services offered through JMConnexus. This User Agreement governs you and/or your company's use of JMConnexus and is binding on your company, as well as all individual registered users for which your company provides access to JMConnexus.

### **Accuracy of Information.**

JM neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on JMConnexus by anyone other than authorized JM employees or spokespersons while acting in their official capacities. JM may make improvements and/or changes in the information, products or services described herein at any time and while it is highly unlikely, JMConnexus may cease publication at any time. Periodic updates to this site are not guaranteed.

### **Limitation of Liability.**

Under no circumstances shall JM, its officers, directors, shareholders, agents or its third-party providers be liable for any direct, indirect, incidental, punitive, special or consequential losses or damages as a result of this site or the information contained on JMConnexus. This includes without limitation, attorneys' fees, whether in an action of contract, negligence or other tortious action, that result from the use of, or the inability to use, any products or services available on JMConnexus, even if JM has been advised of such damages. Neither Johns Manville, nor any of its affiliates, officers, or employees warrant the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind. Any person, firm or corporation using the information contained herein expressly waives any claims against Johns Manville arising out of the use of this information. If you are dissatisfied with any products, services, information, or with any of the terms and conditions contained on JMConnexus, then your sole and exclusive remedy is to discontinue using JMConnexus. If JM or any of its third-party providers are found liable in connection with a claim arising out of, or related to the products, services or information, their aggregate liability in such an event shall not exceed the amount paid for said products and/or services giving rise to the liability occurred. Your right to monetary damages in such amount shall be in lieu of all other remedies to which you may otherwise be entitled from either JM or its third-party providers. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, the liability of JM, third party content providers and their respective agents will be limited to the greatest extent permitted by law.

**Disclaimer.** JM and its third-party providers make no representations about the suitability or results of the products, services, or information contained on JMConnexus for any purpose. All such products, services and information are provided "as is," "as available," and "subject to quantities on hand" without warranty of any kind, express or implied. Buyers beware! In the event that JM acts as a publisher for any products within this Web site either directly or indirectly, JM shall have no duty to investigate the factual or other basis of the material. JM hereby disclaims all warranties with regard to the products, services and information, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement. JM does not warrant that the information will be uninterrupted or error-free, that defects will be corrected, or that JMConnexus or the server that makes it available, are free of viruses or other harmful components. Neither JM nor any third party content



provider warrants that any files available for downloading through the Web site will be free of viruses or similar contamination or destructive features. You expressly agree that the entire risk as to the quality and performance of the site and the accuracy or completeness of the content is assumed solely by you. All information that has been provided on JMConnexus should be independently verified.

#### **Passwords.**

Only registered users are permitted access to JMConnexus. Representatives from your company will be assigned a unique user ID and password. You and your company are responsible for how JMConnexus is used by your current employees via your passwords, are responsible for maintaining the confidentiality of your passwords and are liable for any harm caused by disclosing or allowing disclosure of any password or allowing access by non-employees. You must, therefore, ensure that you protect the integrity of JMConnexus by maintaining control of your passwords to current employees and informing JM if an employee leaves the company. JM is ready to provide you with necessary help and assistance, but *you must take responsibility for your passwords*. JM is not responsible for any loss, theft, damage, expense or cost of any nature arising out of or in connection with (i) your failure to control your passwords, (ii) any disclosure of passwords to unauthorized persons, (iii) any unauthorized use of your passwords to access JMConnexus, or (iv) any unauthorized electronic transactions conducted through JMConnexus. The assenting party to this User Agreement agrees to indemnify and hold harmless JM from and against any and all claims, losses, liability and expenses (including, but not limited to, costs and attorneys' fees) of JM or any of its affiliates arising from any of the circumstances described in the foregoing clauses (i), (ii) or (iii). This obligation will survive any termination of this User Agreement.

#### **Use of JMConnexus.**

The assenting party to this User Agreement acknowledges and agrees that all of such party's registered users, by virtue of their access to JMConnexus, are hereby authorized to:

- (A) send and receive information through JMConnexus on behalf of the assenting party to this User Agreement, and
- (B) *if designated to have this authority*, conduct electronic transactions through JMConnexus on behalf of the assenting party to this User Agreement, including the submission of electronic orders for the purchase of products as contemplated by the underlying purchase agreement(s) in accordance with the terms of the underlying purchase agreement(s).

#### **Restrictions on Use.**

JMConnexus contains, or may contain, including but not limited to, products, services, charts, images, information, illustrations, logos, reviews, email newsletters, ezines, ebooks, software, photographs, audio and video clips, graphics, links and other material collectively, called the "Content" that are protected by copyright, trademark or other proprietary rights, owned or controlled by JM, third parties or their respective owners or licensees. All Content contained in JMConnexus is copyrighted as a collective work of JM pursuant to applicable copyright law. This material is for personal use only and you agree to comply with any use and other restrictions contained in any Content available on or accessed through JMConnexus. Special rules may apply to the use of certain software and other items provided on JMConnexus. You must access the information manually by request and not programmatically by macro or other automated means. You may not redistribute, sell, decompile, reverse engineer, or disassemble any software or any other products on this Web site in any manner unless prior written authorization is given. You may not use the contents for any unlawful or commercial purpose.



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#### **Confidentiality.**

Information on or derived from JMConnexus is customized with you in mind - and only with you in mind. By use of JMConnexus, you agree to keep this information confidential. Confidential information may include, but is not limited to, financial and price information, proprietary product and manufacturing information, business data or strategic information.

The assenting party to this User Agreement agrees that he/she/it will maintain in confidence all confidential information obtained or accessed through JMConnexus, shall treat such confidential information in accordance with the terms of this User Agreement, shall use such information for internal purposes only, and shall not disclose such confidential information to third parties. Information accessible through JMConnexus on JM's public Web site, [www.jm.com](http://www.jm.com), is not confidential and is open to the public generally, subject to the terms of use of such information contained in the Legal Information page for [www.jm.com](http://www.jm.com).

#### **Non-confidential Information.**

Should any viewer of JMConnexus respond by submitting information, feedback, data, questions, comments, suggestions, techniques, concepts, essays, know-how, ideas or the like (excluding personally identifiable information such as name, address, telephone number, email address, or other information as discussed in the Privacy Policy), such information shall be deemed to be non-confidential. All submissions, information and correspondence as stated above, shall become the property of JM. JM shall have no obligation of any kind with respect to such information and you agree to grant to JM a non-exclusive, royalty-free, worldwide, perpetual license to use in any manner deemed acceptable. Said use may include but not limited to; reproduce, transmit, distribute, develop, manufacture, publicly display, advertise and marketing products incorporating such information, and in any media now known or hereafter developed. You agree that you shall have no recourse against JMConnexus for any alleged or actual infringement or misappropriation of any proprietary right in your communications to us.

#### **Johns Manville Web Site Legal Information and Privacy Policy.**

This User Agreement incorporates by reference the terms and conditions of Web site use contained in the following linked documents which are posted on [www.jm.com](http://www.jm.com). Please click on the links below to review this information carefully.

[Legal Information](#)

[Privacy Policy](#)

#### **Costs of Use.**

We established JMConnexus at our cost to serve you better. You are responsible for costs associated with any equipment you use to access JMConnexus and for all charges for such access.

#### **Term, Termination.**

This User Agreement shall remain in full force and effect even after the assenting party discontinues or otherwise removes all of its registered users or JM revokes the registration of the assenting party to this User Agreement and its registered users and terminates access to JMConnexus.

The assenting party to this User Agreement acknowledges and agrees that terms and conditions embodied in this User Agreement constitute the basis for continuing eligibility to access JMConnexus and



that failure by the assenting party to this User Agreement to comply with such terms and conditions shall allow JM to at any time, and in its sole discretion, to discontinue the assenting party's access to JMConnexus and/or to terminate this Agreement. The assenting party acknowledges and agrees that it has no continuing right to use or access JMConnexus and that JM in its sole discretion may at any time elect to terminate the assenting party's authorization to access JMConnexus and/or to terminate this User Agreement. The assenting party to this User Agreement specifically agrees that JM may in its sole discretion terminate this User Agreement in the event of (i) the filing by or against the assenting party of any voluntary or involuntary petition seeking liquidation, reorganization or any similar relief under bankruptcy, insolvency or similar laws, (ii) any appointment or taking of possession of the assenting party by a receiver, trustee, custodian or liquidator, (iii) any assignment for the benefit of creditors or failure by the assenting party generally to pay its debts when due or (iv) the assenting party shall be in default or past due on any and all payments owed to JM for products sold to the assenting party.

#### **Certain Definitions.**

The term "assenting party to this User Agreement" or similar descriptions herein refer to the legal entity or person (as applicable) who has registered to become a user of JMConnexus and who has accessed this page through its designated primary registered user during the log-on process for JMConnexus and who indicates a binding acceptance, on behalf of such legal entity or person, of the terms and conditions of this User Agreement by clicking on an "I agree to these terms" checkbox appearing at the bottom of this page during such primary registered user's initial log-on to JMConnexus.

"JM" or "Johns Manville" refers to Johns Manville.

The term "underlying purchase agreement(s)" shall refer to the terms and conditions under which JM sells its products to the assenting party to this User Agreement, which terms shall include JM's standard terms and conditions of sale, unless otherwise agreed in writing between the parties, and also shall include such other terms governing pricing, discounts, rebates, promotional allowances or otherwise to which the parties have agreed in writing. Unless expressly stated, the specific terms and conditions of any Purchase Agreement control to the extent they are in conflict with the terms and conditions of this User Agreement.

#### **Assignment.**

The terms, conditions and provisions of this User Agreement shall be binding upon the successors and permitted assigns of the respective parties hereto. The assenting party to this User Agreement acknowledges and agrees that its registration for access to JMConnexus and this User Agreement are not assignable, directly or indirectly, whether by operation of law or otherwise, without the prior written consent of JM.

#### **Framing & Mirroring.**

Framing or mirroring any page or any information located on JMConnexus is strictly forbidden.

#### **Third Party Web Sites.**

JMConnexus may contain links to other Web sites that may be of interest to you the visitor and reference to products and services offered by third parties and are provided to you for convenience only and does not constitute an endorsement or approval by us in any way. JM has no control over, or responsibility for the content found on those Web sites, accessibility, or for products and services offered by third parties. JM does not assume any liability for the use and you acknowledge and agree such use shall be at your own risk. Your linking to any page within this Web site is at your sole risk. JM reserves the right to demand the removal of any link from a Web site.

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**Modification of these Terms and Conditions.**

JM reserves the right to change this User Agreement at any time. You are responsible for regularly reviewing these terms and conditions for any changes. Such changes, modifications, additions, or deletions shall be effective immediately upon posting on JMConnexus. Continued use of JMConnexus following any such changes shall constitute your acceptance of such changes.

**Severability.** If any part of this User Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

**Choice of Law/Venue.**

The laws of the State of Colorado, U.S.A., govern this User Agreement without regard to choice of law provisions. You consent to the exclusive jurisdiction and venue of courts in the City and County of Denver, Colorado, U.S.A. in all disputes arising out of or relating to the use of JMConnexus. Use of this JMConnexus is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation to this paragraph.

**Entire Agreement.**

*This User Agreement, together with all documents referenced by hyperlink herein and any underlying purchase agreement(s), is the complete agreement between the parties concerning use of JMConnexus. A printed version of this User Agreement will be admissible in judicial or administrative proceedings based upon or relating to this User Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied regarding the use of JMConnexus which are not specified in this User Agreement as posted from time to time.*