



## Submittal Wizard User Agreement

### Introduction.

JM Submittal Wizard is a Web-based tool on a 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

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 JM Submittal Wizard 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 JM Submittal Wizard should be independently verified.

#### Use of JM Submittal Wizard.

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

(A) send and receive information through JM Submittal Wizard on behalf of the assenting party to this User Agreement, and

(B) eilable

Costs of Use.

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

Term, Termination.

This User Agreement shall remain in full force and effect even after the assent

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.

#### Copyright Notice.

Except where indicated, all content on JM Submittal Wizard is Copyright by JM and is protected by US, and foreign copyright and trademark law. All rights reserved

#### Trademarks.

The trademarks, logos and service marks displayed on JM Submittal Wizard are either owned by JM, used by permission, under license from their respective owners or are the property of other third parties. You are not permitted to use such trademarks without the prior written consent of their respective owners or such third parties that may own them, as applicable.

#### Software Licenses.

Any and all software that is made available for downloading from JM Submittal Wizard is protected by copyright laws and may be protected by rights of others. The use of such software is governed by the terms of the software License Agreement or designated Legal Notice accompanying such Software. The downloading and use of such software is conditioned on your agreement to be bound by the terms of the License Agreement.

#### 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 JM Submittal Wizard. Continued use of JM Submittal Wizard 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 JM Submittal Wizard. Use of this JM Submittal Wizard 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 JM Submittal Wizard. 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 JM Submittal Wizard which are not specified in this User Agreement as posted from time to time.*