Armstrong Armstrong 1.0 End User License Agreement

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2. <u>Scope of the Application</u>

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You agree that the Application and the Services (as defined below) contain copyrighted material, trademarks, and other proprietary information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright of Armstrong, its licensors, and /or third parties, ("Intellectual Property"). You will not use such Intellectual Property in any way whatsoever except for permitted use of the Application and /or the Services.

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You agree that Armstrong, its licensor, or their representatives may access Your Account and records to investigate complaints or allegations of abuse, infringement of third party rights, or violations of this Agreement.

10. <u>Feedback</u>

You agree that any questions, comments, suggestions or the like other than personally identifiable information (collectively, the "Feedback") sent to Armstrong will become the sole property of Armstrong. You further agree that Armstrong will be free to use, in any manner, any ideas, concepts, know-how or techniques contained in such Feedback for any purpose without Your or a third party's consent, and without payment of any consideration to you or a third party. You hereby assign all rights, title and interest in such Feedback to Armstrong.

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If You choose to use the Application to make a payment through Armstrong's Electronic Billing Program, such use is subject to the Electronic Billing Program terms and conditions found in the Master Terms. You may access the Master Terms at <u>http://www.armstrongonewire.com/policies.</u>

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You may only use the Application and / or the Services in compliance with all applicable federal, state, and local laws, regulations, ordinances, rules, and policies.

Without limiting the foregoing, You may not use or otherwise export or re-export the Application except as authorized by United States law and the applicable laws of any other applicable jurisdiction. In particular, but without limitation, the Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By agreeing to this Agreement and / or by downloading, accessing, and / or using the Application, You represent and warrant that You are not located in any such country or on any such list.

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In the event that You are subject to the Federal Acquisition Regulations System, the Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

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18. Applicable Law

Unless otherwise provided in the Master Terms, this Agreement, the Application, and Your use of the Application, are governed by the laws of the Commonwealth of Pennsylvania, excluding its conflicts of law rules.

The Application is provided by Armstrong Utilities, Inc., One Armstrong Place, Butler, PA 16001. If you have a question or complaint regarding the Application, please call 1-877-277-5711.

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