

ENGINEERING UNLEASHED SITE TERMS OF USE

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4. **Account.** Certain features and functions of the Site are only available via account access. Registration and use of an account is subject to the Terms of Service.
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7. **Indemnification.** You will indemnify, defend, and hold harmless Kern, its affiliates, and its and their respective directors, officers, employees, representatives, consultants,

agents, suppliers, and licensors from and against all losses, claims, liabilities, demands, complaints, actions, damages, judgments, settlements, fines, penalties, damages, expenses, and costs (including without limitation reasonable attorneys' fees) that arise out of or in connection with your access to or use of the Site, your misuse of any material, data, or other information downloaded or otherwise obtained from the Site, your order of products and services through the Site, or your violation of these Terms. We reserve, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you.

8. **Third-Party Web Sites.** The Site may link to, or be linked to, web sites not maintained or controlled by Kern. Those links are provided as a convenience and Kern is not responsible for examining or evaluating the content or accuracy of, and does not warrant or endorse, any third-party web site or any products or services made available through those web sites. Please take care when leaving the Site to visit a third-party web site. You should read the terms of use and privacy policy for each web site that you visit.
9. **Linking to the Site.** If you operate a web site and are interested in linking to the Site: (i) the link must be a text-only link and clearly marked; (ii) the link must "point" to the URL "https://engineeringunleashed.com" and not to any other page; (iii) the link and its use must be in connection with a web site of appropriate subject matter that furthers the missions of Kern; (iv) the link and its use must not, nor have the potential to, damage or dilute the goodwill associated with Kern's names and trademarks; (v) the link and its use must not create the false appearance that any program, person, or entity is associated with or sponsored by Kern; and (vi) the link, when activated by a user, must display the Site full-screen and not within a "frame." Kern reserves the right to revoke consent to link to the Site at any time in its sole discretion, either by amending these Terms or through other notice.
10. **Feedback.** Kern welcomes comments regarding the Site. If you submit comments or feedback to us regarding the Site, they will not be considered or maintained as confidential. We may use any comments and feedback that you send us in our discretion and without attribution or compensation to you.
11. **Disputes.** These Terms are governed by the laws of the state of Wisconsin, without regards for its conflict of law principles. Venue is exclusively in Milwaukee County, Wisconsin, with respect to any dispute arising under these Terms unless otherwise determined by Kern in its sole discretion. If there is a dispute, the prevailing party will be entitled to recovery of its costs and expenses, including reasonable attorneys' fees. The United Nations Convention for the International Sale of Goods does not apply. Any cause of action or other claim with respect to the Site must be commenced within one year after the cause of action or claim arises.
12. **Assignment.** We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign these Terms without our prior written consent.
13. **Third-Party Beneficiaries.** These Terms do not confer any rights, remedies, or benefits upon any person other than you, except that our affiliates are third-party beneficiaries of these Terms.

14. **Entire Agreement.** These Terms, including our Privacy Policy, are the entire agreement between you and Kern with respect to your access to and use of the Site. Kern's failure to enforce any provision in these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Kern. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be considered severable from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms. These Terms will inure to the benefit of Kern's successors and assigns.
15. **Survival.** Any provisions of these Terms that are intended to survive termination (including any provisions regarding indemnification or limitation of our liability) will continue in effect beyond any termination of these Terms or of your access to the Site.
16. **Electronic Communications.** These Terms and any other documentation, agreements, notices, or communications between you and Kern may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.
17. **Contact Us.** Please direct any questions and concerns regarding these Terms to us by email at: communitymanager@engineeringunleashed.com or by mail at W305 S4239 Brookhill Road, Waukesha, WI 53189.