ENGINEERING UNLEASHED SITE TERMS OF USE

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- 11. **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.
- 12. **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

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- 14. **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.
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- 16. 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.
- 17. **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

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