

## **GREENKEEPER END USER LICENSE AGREEMENT**

*Updated on: February 1, 2018*

The following applies to GREENKEEPER, a web-based and mobile application owned and operated by the Board of Regents of the University of Nebraska, for and on behalf of the University of Nebraska-Lincoln, to which TurfGrade, LLC holds the exclusive rights.

Whenever you use the GREENKEEPER application, this GREENKEEPER App End User License Agreement (“License”) applies to you. This License also incorporates by reference the GREENKEEPER Terms of Service (“Terms”) and governs your use of the GREENKEEPER application and related user documentation (the “App”).

We know everyone hates reading legal documents but please read this one. By using the App, you are agreeing to this License. If you do not agree with any of these terms, you are not authorized to use the App.

### **1. CHANGES TO THIS LICENSE**

We reserve the right to change all or part of the License at any time. If we do that, we will post the changed terms to the same web page as the old terms. IF YOU CONTINUE TO USE AN APP AFTER WE POST CHANGED TERMS, THAT USE WILL CONSTITUTE YOUR ACCEPTANCE OF THE CHANGED TERMS.

### **2. CHANGES TO THE APPS AND/OR SERVICES**

We are constantly evolving our products. This means we may change or discontinue the App (and/or our website and any of our other services) without notice or liability to you. We may decide to charge (or charge more) for the App and/or services that integrate with the App.

### **3. LICENSE GRANT**

Subject to the restrictions this License, GREENKEEPER grants you a non-exclusive, non-transferable, non-sublicensable, limited license to download and use in object code form a single copy of the App on each of your devices (e.g., your mobile phone, PDA, computer). Any attempt to use the App other than as permitted by this License will immediately terminate the license.

Except for the rights explicitly granted in this License, GREENKEEPER retains all right, title and interest (including all intellectual property rights) in the App.

GREENKEEPER may use third-party software that is subject to open source and/or third-party license terms. You are subject to those terms.

### **4. LICENSE RESTRICTIONS**

You may not:

- a. rent, lease, sublicense, sell, assign, loan, or otherwise transfer the App, your copy of the App or any of your rights and obligations under this License;
- b. remove or destroy any copyright notices or other proprietary markings on the App;

- c. reverse engineer, decompile, disassemble, modify or adapt the App, merge the App into another program, or create derivative works of the App;
- d. copy or distribute the App;
- e. use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this License.

You may print copies of any user documentation provided in online or electronic form for your personal use.

## **5. DISCLAIMER OF WARRANTIES**

THE LICENSE GRANTED IN THIS AGREEMENT AND THE APP ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT ANY WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE AND EACH THIRD PARTY SUPPLIER OF INFORMATION MAKE NO, AND SPECIFICALLY DISCLAIM ALL, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE.

## **6. LIMITATION ON LIABILITY**

IN NO EVENT SHALL WE OR EACH THIRD PARTY SUPPLIER OF INFORMATION BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OR ANY KIND RESULTING IN ANY WAY FROM (A) ANY ERRORS IN OR OMISSIONS FROM THE APP; (B) THE UNAVAILABILITY OR INTERRUPTION OF THE APP OR ANY FEATURES THEREOF; (C) YOUR USE OF THE APP; (D) THE LOSS OR CORRUPTION OF ANY DATA OR EQUIPMENT IN CONNECTION WITH THE APP; (E) THE CONTENT, ACCURACY, OR COMPLETENESS OF THE APP, ALL REGARDLESS OF WHETHER YOU RECEIVED ASSISTANCE IN THE USE OF THE APP FROM US; (F) ANY DELAY OR FAILURE IN PERFORMANCE BEYOND OUR REASONABLE CONTROL; OR (G) ANY CONTENT RECEIVED FROM THE INTERNET EVEN IF RETRIEVED OR LINKED TO FROM WITHIN THE APP.

IN NO EVENT SHALL WE BE RESPONSIBLE OR HAVE ANY LIABILITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUES, LOST DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS OR SERVICES OR ANY CLAIMS OF ANY THIRD PARTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BY USING THE APP, YOU ASSUME, AND WILL BE SOLELY RESPONSIBLE FOR, ANY AND ALL LIABILITY, LOSS, EXPENSE, OR DAMAGE TO PROPERTY OR PERSONAL INJURIES ARISING OUT OF, OR RESULTING FROM, USE OF ANY OF THE APP.

## **7. TERMINATION**

This License will terminate automatically upon the earlier of:

- a. your failure to comply with any term of this License (whether or not we inform you of this termination);
- b. you deleting the App from your devices; and
- c. if you are using the App in connection with a paid service, the end of the time period specified at time of purchase. In addition, GREENKEEPER may terminate this License at any time, for any reason or no reason. If this License terminates, you must stop using the App and delete them from your devices.

## **8. COMPLIANCE**

You are solely responsible for compliance with any applicable laws and regulations and your own contractual obligations to third parties.

## **9. PRIVACY POLICY**

If you use the App, you are subject to our [Privacy Policy](#).

## **10. TRANSMISSION OF DATA/UPDATES**

Use of an App may involve the transmission of data over the Internet to GREENKEEPER and to and from third parties. For the sake of copy protection, a valid activation might be verified automatically by the App from time to time

## **11. TRADEMARKS**

Certain of the product and service names used in this License and in the App may constitute trademarks of GREENKEEPER or third parties. You are not authorized to use any such trademarks. All trademarks are the property of their respective owners.

## **12. EXPORT CONTROLS**

You agree not to export, re-export or use the App except as explicitly authorized by United States law and the laws of the jurisdiction in which you obtained your App license. If you download the App in the United States, you may not export or re-export the App to any U.S. embargoed country or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or U.S. Department of Commerce's Denied Person's List or Entity List. By using the App, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the App for any purposes prohibited by United States law, including without limitation, the development, design, manufacture or production of nuclear missiles or chemical or biological weapons.

## **13. U.S. GOVERNMENT END USERS**

The App is defined as Commercial Items, as defined by 48 C.F.R. article 2.101 and consists of Commercial Computer App and Commercial Computer App Documentation as used in 48 C.F.R. article 12.212 or 48 C.F.R. article 227.7202. App is being licensed to U.S. Government end users only as Commercial Items, consistent with 48 C.F.R. article 12.212 or 48 C.F.R. article 227.7202-1 through

227.7202-4 as applicable, and with only the same rights granted to all other end users in the terms and conditions of this License. All unpublished rights are reserved under the copyright laws of the United States and international Licenses.

#### **14. MISCELLANEOUS**

The Terms and this License are the entire agreement between you and GREENKEEPER relating to the Apps and they supersede all prior oral or written communications and representations with respect to any App or any other subject matter covered by this License.

Effective: February 1, 2018