

Armstrong World Industries, Inc.

You Inspire Solutions Center SM

Terms and Conditions of Use

Thank you for visiting the *You Inspire Solutions Center website*.

The *You Inspire Solutions Center* (“YISC”) is a courtesy service offering provided at no charge by the Architectural Specialties business group of Armstrong World Industries, Inc. (“Armstrong”). The YISC mission is to assist customers, including contractors, architects and designers, who desire or require unique solutions for ceilings, exposed structures, and wall applications. Access to the YISC and its personnel, including its team of experienced design engineers, CAD designers, and sales support managers, as well as to YISC Information, is provided by Armstrong without charge, but is subject to these Terms and Conditions.

These Terms and Conditions of Use (“Terms”) represent an agreement between you and Armstrong and govern your use of the YISC website and any information, materials or services, including designs, plans, drawings, schematics, details, ideas or data (collectively, “YISC Information”) made available via this website or other means from Armstrong or Armstrong YISC personnel from time to time.

The website (<https://www.armstrongceilings.com/commercial/en-us/you-inspire-solutions-center.html>), together with all YISC Information available through the website, is referred to collectively as the “Site” in these Terms.

By using the Site, whether for purposes of viewing or receiving YISC Information or otherwise, you acknowledge that you have read and understood, and agree to be bound by and comply with, these Terms. If you do not agree to these Terms, you may not use the Site or any YISC Information.

A. Using the Site.

1. **Who may use the Site?** The Site is intended for use by adults. You must be at least 18 to obtain, access or use any YISC Information or otherwise use the Site.
2. **What's not allowed?** When using the Site, you agree that you will not:
 - a. violate any applicable law, rule, order, ordinance, regulation, statute code or executive order of any governmental or judicial authorities (“Applicable Laws”);
 - b. submit, provide or upload any text, images, video or other materials that are unlawful, harmful, fraudulent, threatening, harassing, discriminatory, libelous, defamatory, vulgar, obscene or otherwise objectionable or that may invade another's right of privacy or publicity or infringe any Intellectual Property Rights (as defined below) or other proprietary rights of any third party;
 - c. submit any personal information, including names or email addresses, pertaining to other individuals;
 - d. impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity, or include intentional inaccuracies;
 - e. violate or attempt to violate the security of the Site;
 - f. reverse engineer or decompile any portion of the Site; or
 - g. “scrape” information from the Site by automated means or otherwise without authorization.
3. **Your privacy.** Your use of the Site is subject to Armstrong's privacy policy. The provisions of our privacy policy are incorporated into these Terms. By using the Site, you acknowledge and consent to Armstrong's collection, sharing and use of information as set forth in the Armstrong privacy policy (available at <https://www.armstrongceilings.com/corporate/privacy.html>).

B. When you request or receive YISC Information.

1. **Overview.** All YISC Information was created by an employee or a third party contractor of Armstrong (each, a “Designer”). When you order or request YISC Information from Armstrong:
 - a. if we own the copyright in the YISC Information, we may license rights to use these YISC Information directly to you in accordance with the license terms below; or
 - b. if we have licensed the rights to use the YISC Information from a third-party, we may either sublicense rights to you to use these YISC Information or arrange for such third-party to license such rights directly to you.

2. **Designer Agreement.** In the scenario described in clause 1(b) immediately above, you may be required, before you have the right to receive and use the YISC Information, to enter into an agreement with a third-party designer (“Designer Agreement”) in addition to these Terms. In such case, if you do not agree to enter into the Designer Agreement, the order will be cancelled. Any Designer Agreement will supplement but not replace these Terms. If there is any conflict or inconsistency between these Terms and a Designer Agreement, every effort will be made to reasonably construe such provisions in a manner that resolves such conflict or inconsistency; provided, however, that if such conflict or inconsistency cannot be reasonably construed in such manner, the more restrictive provisions regarding the scope of rights to use the YISC Information, and the more expansive provisions regarding obligations applicable to you and limitations on our and any third-party’s liability, shall apply.
3. **Product Sales.** These Terms do not include or govern the sale of any Armstrong products. Any purchase of Armstrong products, whether from Armstrong, an authorized distributor, or affiliate of Armstrong, will be governed by the terms and conditions: (i) in the case of Armstrong (or an affiliate of Armstrong), as set forth at <http://www.armstrong.com/commceilingsna/portal.jsp> (if you are an authorized user of the My Armstrong portal) or otherwise provided to you from time to time by Armstrong (if you are not an authorized user of the My Armstrong portal) or (ii) in the case of an authorized distributor, as agreed to by and between you and such authorized distributor.
4. **Limited License.** When Armstrong provides you with YISC Information, you are granted, subject to these Terms and, if applicable, any Designer Agreement, a limited, non-exclusive, non-transferable license (“License”) to use the YISC Information solely to design or construct the structure or concepts depicted in the YISC Information (the “Project”) one time and one time only; and to modify and reproduce the YISC Information solely to the extent required to meet the requirements of your specific state and local building codes, ordinances or regulations in completing the Project. In addition to any other requirements set forth in these Terms and, if applicable, any Designer Agreement, you agree to comply with the following restrictions, requirements and conditions to which the License is subject:
 - a. You may not assign, sublicense or transfer the License.
 - b. You may not re-use the YISC Information (e.g., for building any additional structure(s) or project(s)), without the prior written consent of Armstrong.
 - c. You shall not, and shall not authorize or permit anyone else to, sell, redistribute or publish the YISC Information, or otherwise disclose the YISC Information to anyone other than contractors, consultants, lenders or governmental agencies on a “need to know” basis as reasonably required for the purpose of the Project subject to the License.
 - d. You may not create derivative works based on the YISC Information other than such modifications as may be required for construction of the Project in accordance herewith.
 - e. You agree that you will have the YISC Information reviewed and approved by a local professional designer or engineer before the start of any construction.
 - f. You agree that you will maintain, and will cause your builder and other contractors involved in the Project to maintain, sufficient liability and other insurance coverages with insurance companies licensed in the applicable locations, as required to cover all of your obligations under these Terms and Applicable Laws.
5. **Exclusions and Responsibilities.** By way of clarification, Armstrong’s provision of the YISC Information and Site will not include, without limitation, (i) architectural or engineering services required to make changes to YISC Information for purposes of compliance with local building codes or to comply with changes in Applicable Laws; (ii) construction cost estimating services, materials lists, take offs and other related services; (iii) site evaluation and selection services; (iv) design and construction review services relating to the contractor’s or construction manager’s safety precautions or to the means, methods, techniques, sequences or procedures required for the contractor or construction manager to perform its work, but not relating to the final or completed structure; or (v) services made necessary by the default, failure of performance or termination of the contractor or construction manager under its contract or by defects or deficiencies in the work of a contractor or construction manager.

You acknowledge and agree that: (i) the following items are your responsibilities; and (ii) Armstrong shall have no responsibility, obligation, duty or liability whatsoever with respect to such items:

- a. You are responsible for assuring that all work is in accordance with the latest edition of all applicable national, state, and local building codes, construction industry standards and other Applicable Laws.
- b. You are responsible for obtaining the required permits and inspections from local governmental agencies.
- c. You are responsible for checking the YISC Information prior to construction to verify all dimensions and details for overall accuracy appropriate to the local conditions, and for safety and viability.
- d. You are responsible for the selection of materials, all of which can create variations in dimension and details.

- e. You are responsible for providing standard construction details and practices which will result in a structurally sound and weatherproof finished product.
- f. You are responsible for all construction means, methods, sequencing, techniques, and safety on the job site of construction workers and third parties.
- g. You are responsible for assuring that all materials, equipment and components are new and of good quality.
- h. You are responsible for assuring that all manufactured articles, material, and equipment are applied, installed, connected, erected, used, cleaned, adjusted, operated and conditioned as directed by the manufacturers. You are responsible for assuring that all materials, equipment and components are new and of good quality.

C. General Terms.

1. **Who Owns What.** Armstrong and/or its Designers or other licensors own all Intellectual Property Rights inherent in or appurtenant to: the Site, including any YISC Information or customized versions thereof; any and all other graphics, photographs, video, images, artwork, text, software and other technology comprising or available via the Site; and the contents, design, layout, functions and appearance of the Site. Without limitation of the foregoing, the YISC Information are protected by United States Copyright Laws; and any use of the information contained therein beyond the one-time use authorized under the License, or any reproduction, publication, sale or distribution of any part of the YISC Information without the prior written consent of Armstrong, constitutes a violation of Federal Laws, and may make you subject to prosecution and the prescribed penalties to the full extent as provided thereunder. You represent and warrant to us that you own all Intellectual Property Rights in any information you provide to us ("Your Information"). By submitting Your Information, you automatically grant us a non-exclusive, royalty-free, sublicensable, worldwide, perpetual, irrevocable right and license to use Your Information in any way consistent with the privacy policy. As used in these Terms, "Intellectual Property Rights" means, collectively, all rights with respect to trademarks, service marks, trade dress, logos, copyrights, rights of authorship; all applications, registrations, derivative works and renewals relating to the preceding items; all database rights, moral rights, inventions, rights of inventorship, rights of publicity and privacy, trade secrets, know-how, rights under unfair competition and unfair trade practices laws; and all other worldwide intellectual and industrial property rights related thereto.
2. **Indemnity.** You agree to indemnify and defend Armstrong and its affiliates, and their respective officers, directors, owners, agents, representatives, contractors, employees and assigns of the foregoing (collectively, the "Indemnified Parties") and hold them harmless from and against any and all losses, demands, causes of action, damages, liability and costs and expenses, including reasonable attorneys' fees, incurred or sustained by any of the Indemnified Parties in connection with (i) the use, construction, conversion, modification, misinterpretation, misuse, or reuse by you or others of the Site, any YISC Information, and any other drawings, data or other materials furnished by Armstrong or any Designers; (ii) any negligence or other acts or omissions by you or any of your employees, consultants, advisors, agents, representatives or contractors; and (iii) any breach by you of any of the provisions of these Terms and any applicable Designer Agreement. Armstrong reserves the right, at its own expense, to assume, or permit a Designer to assume, the exclusive defense and control of any matter subject to indemnification by you.
3. **DISCLAIMER. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, INCLUDING ANY YISC INFORMATION. THE SITE, INCLUDING ANY YISC INFORMATION, IS PROVIDED "AS IS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO ENSURE, PRIOR TO USE OF ANY YISC INFORMATION, THAT SUCH INFORMATION IS ACCURATE, SUITABLE FOR YOUR PURPOSES AND COMPLIANT WITH APPLICABLE LAWS.**
4. **Additional caveats, disclaimers and requirements.**
 - a. The YISC Information is intended to indicate design intent and basic construction detailing. It is your responsibility to ensure that you have obtained the proper professional assistance to provide standard construction details and practices, which will result in a structurally sound and weatherproof finished product. Any use of the YISC Information, and/or modifications of the YISC Information, by you, builders or others on your behalf, is done at your own risk.
 - b. The YISC Information does not include any plumbing, heating or air conditioning drawings due to the wide variety of local codes and climatic conditions. We recommend that you have a local electrical engineer, mechanical engineer or builder provide such of these drawings as may be required for permits and construction.
 - c. Any suspension plan and associated details included in the YISC Information are intended to serve as a basic guide for a typical suspension system. This typical suspension system is not site- or location-specific. You acknowledge our recommendation that you have a local designer or licensed engineer review the YISC Information and provide a site-specific design, including suspension, if found necessary.

- d. The YISC Information provides ideas and concepts and are not intended to be complete in all respects and details. Variations in standard sizes, and brands, thicknesses, types and uses of different materials can change details. Varying local codes, ordinances, regulations and other requirements, and the layout of electrical, mechanical, and plumbing systems, among other things, may also require changes of details.
 - e. Names of materials and manufacturers shown on the YISC Information do not represent an endorsement or recommendation by Armstrong. Final selections of materials are the responsibility of you and/or your builder, including proper installation of materials and products (including nailing, gluing, caulking, insulating and weatherproofing) and many other small items and details not necessarily indicated on the YISC Information; and Armstrong has no control or responsibility with respect to such matters.
 - f. The YISC Information does not have an architectural or engineering signature, seal and/or stamp. You agree to consult the local building official who can tell you if a review of the YISC Information by a licensed designer or engineer is required prior to submission of the YISC Information for a building permit. Because of the great differences in geography and climate in different areas, each state, county, and municipality has its own building codes, zoning requirements, ordinances, and/or building regulations. The YISC Information may need to be modified to comply with local requirements. In addition, you may need to obtain permits or inspections from local governments before and in the course of construction. Your right to use the YISC Information is conditioned on your agreement to, and you affirm that you shall: (i) consult a locally licensed designer or engineer of your choice prior to beginning construction, and (ii) strictly comply with all local building codes, zoning requirements, and other applicable laws, regulations, ordinances, and requirements.
 - g. YISC Information for Projects to be built in certain jurisdictions, such as the State of Nevada, must be redrawn by a locally registered professional; and you agree that, if applicable, you will consult a local building official or legal counsel with respect to such requirements.
 - h. Data entry and other errors inevitably may occur in the YISC Information or the Site. Armstrong: (i) reserves the right to correct such errors as they are discovered and (ii) disclaims any responsibility for providing and correcting errors.
 - i. Some photographs that appear on the Site have been built may be based on modifications made to the YISC Information associated with photograph, and, in such case, those modifications are not incorporated into the YISC Information.
 - j. By receiving or using YSIC Information, you authorize us to use your contact information for marketing purposes without cost.
5. **LIMITATION OF LIABILITY. IN NO EVENT SHALL ARMSTRONG OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, DELAY IN USING, OR INABILITY TO USE THE SITE, INCLUDING USE OF ANY YISC INFORMATION.**
6. **Changes to these terms.** Armstrong may modify these Terms at any time by posting changes on the Site; however, (i) these changes will only become effective and binding with respect to you after Armstrong provides notice on the Site that these Terms have changed, and you first use the Site following the date of such posting, and (ii) the changes will only apply with respect to your use of the Site, including any ordering or use of YISC Information, after such changes become effective. If at any time you find these Terms unacceptable and do not agree with them, you thereafter will have no right to use or access the Site.
7. **Termination.** We have the right, without limitation of our other rights and remedies at law, in equity or hereunder, to terminate these Terms, the License and/or your right to use the Site, at our discretion, if you do not comply with any of the provisions of these Terms or any Designer Agreement. Unless sooner terminated, the License shall terminate upon your completion or abandonment of the Project.
8. **Miscellaneous.** No joint venture, partnership, employment or agency relationship exists between you and Armstrong or any Designers as a result of these Terms or your use of the Site, including any YISC Information. The person accepting these Terms on behalf of each party represents and warrants that he or she has been duly authorized by that party to accept the Agreement and thereby bind it to these terms. These Terms will be effective as of the date accepted by you. These Terms, together with any Designer Agreement, represent the entire agreement between you and Armstrong with respect to the subject matter hereof, and supersede any and all prior understandings, statements or representations, whether electronic, oral or written, regarding such subject matter. These Terms shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by Applicable Laws, and such determination shall not affect the validity and enforceability of any other remaining provisions. These Terms are for the benefit of Armstrong and the Designers, and their officers, directors, employees, affiliates, agents, licensors, and suppliers. Each of these individuals or entities has the right to assert and enforce these Terms directly against you on their own behalf. Nothing in these Terms shall be construed to create, impose or give rise to any duty owed by Armstrong of its affiliates or any Designer to any contractor, subcontractor, construction manager, supplier, or other

person or entity (other than you, to the extent provided herein), or to any surety for or employee of any of them, or give any rights in or benefits under these Terms to such persons. Armstrong may assign these Terms at its discretion. You may not assign these Terms or any of your rights hereunder, nor delegate any of your obligations hereunder. These Terms are binding on the parties hereto and their respective successors and permitted assigns. No waiver of any obligation or right of either party will be effective unless in writing, executed by the party against whom it is being enforced. These Terms will be governed by the laws of the United States of America and the Commonwealth of Pennsylvania, without regard to conflict of laws rules. The parties consent to have any action or dispute between them resolved exclusively within the jurisdiction of the state or federal courts located in the Commonwealth of Pennsylvania. In addition to money damages, Armstrong shall be entitled to seek equitable relief where appropriate if you breach of any of these Terms. These Terms are severable and may be construed to the extent of their enforceability in light of the parties' mutual intent. The headings in these Terms are for convenience only and are not to be considered in construing it. All references in the Terms to "including" shall be deemed to mean, "including, but not limited to." All references in these Terms to "we," "our" or variations thereof shall be deemed to refer to Armstrong. All references in these Terms to "you," "your" or variations thereof shall be deemed to refer to you individually, if you are entering into these Terms on an individual basis, and to the corporation, partnership or other organization or legal entity that you represent, if you are entering into these Terms on behalf of such organization or entity. We will send any notices that are intended for you personally and not all users of the Site to you at the most recent email address we have on file for you. Any notice from you to Armstrong should be sent by email to solutionscenter@Armstrongceilings.com or by postal mail to: Armstrong World Industries, Inc., Attn: You Inspire Solutions Center, 2500 Columbia Ave., Lancaster, PA 17603.