



User Agreement

Definitions

Products

The “Products” include all intellectual property, trade secrets, hardware, software, and/or services produced, packaged, and/or sold by Griggs Technologies Corporation (“GTC”), a Kentucky corporation, or by authorized resellers, under the VisionSCADA, VisionUNIFY, or VisionHMI brands.

User

“User” refers to any legally recognized entity, including individuals, corporations, partnerships, governments, or authorized representatives, that utilizes, deploys, or authorizes the deployment of the Products.

Legal Use

User agrees to use the Products only for lawful purposes, both in User’s own jurisdiction and in the jurisdiction of GTC. User agrees to comply with all applicable laws, codes, and regulations related to the use of the Products. User agrees not to use the products in any illegal, unethical, or unauthorized manner.

Intended Use

User agrees to use the Products only for their intended purposes and only within assigned limits and quotas. User agrees not to hack, break, reverse-engineer, overload, circumvent, or otherwise misuse the Products.

Licensed Use

User agrees to comply with all terms of User’s specific licenses to use the Products, issued to User by GTC or an authorized reseller. User agrees not to use the Products in an unlicensed manner or permit unlicensed usage thereof within User’s jurisdiction or scope of authority.

Intellectual Property & Confidentiality

User agrees to take all reasonable necessary measures to protect and maintain the confidentiality of GTC’s intellectual property, confidential information, trade secrets, and proprietary materials (including, but not limited to pricing, individual/custom licenses, software, hardware designs, and trademarks).

Indemnification & Limited Liability

User agrees to defend and hold harmless GTC, its owners, partners, affiliates, subsidiaries, resellers, and assigns from any and all claims, damages, liabilities, losses, costs, and/or expenses (including reasonable attorney's fees) arising directly or indirectly as a result of the use of the Products.

In no event shall GTC's total liability, whether in contract, tort, or any other legal theory, exceed the amount paid to GTC by User for the Products. GTC shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to equipment damage, lost profits, or loss of data, even if GTC has been advised of the possibility of such damages.

Updates & Modifications, Entirety of Agreement

User agrees that this Agreement may be updated or amended by GTC at any time without notice, and that the most recently published agreement on VisionSCADA.com supersedes all other versions. User acknowledges that it is their responsibility to regularly review the most recent version of this Agreement, and continued use of the Products after any changes shall constitute acceptance of the updated terms. User also agrees that this Agreement, combined with any custom license(s) issued to User, constitute the entire agreement between User and GTC. [Current URL to view latest terms is <https://visionscada.com/terms>]

Compliance Auditing

GTC reserves the right to audit User's compliance with the terms of this Agreement and associated licenses at any reasonable time, upon prior written notice. Either certified mail or email sent to the appropriate address listed in User's license agreement(s) constitutes proper written notice. User agrees to cooperate with GTC's efforts to assess compliance. If GTC discovers any non-compliance with this Agreement or associated licenses, User agrees to remedy such breach and bear the costs of any audit.

Termination

User or GTC may terminate this Agreement at any time by providing written notice to the other party. Either certified mail or email sent to the appropriate address listed in User's license agreement(s) constitutes proper written notice of termination. User agrees, upon termination, to 1) immediately cease and desist from all use of the Products, 2) immediately return any GTC-owned hardware at user's shipping expense and in reasonable condition, and 3) immediately remit any payments due under this Agreement or associated licenses.

If User fails to comply with the post-termination obligations, GTC reserves the right to seek legal remedies, including but not limited to injunctive relief.

Survival

Notwithstanding the termination or expiration of this Agreement, the provisions set forth in sections “Intellectual Property & Confidentiality”, “Indemnification & Limited Liability”, and any other provisions which by their nature should survive termination, shall remain in effect indefinitely, or the maximum time permitted by law.

Governing Law, Dispute Resolution, Jurisdiction

This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any disputes arising out of or relating to this Agreement shall first be subject to informal resolution by the parties. If the dispute cannot be resolved informally, it shall be submitted to binding arbitration in Madison County, Kentucky, in accordance with the rules of the American Arbitration Association, before any party may seek judicial relief. Judicial matters arising hereunder shall be resolved in the state or federal courts located in Madison County or Fayette County, Kentucky.

Version & Effective Date

This Agreement is published as Version 1.02, and is effective from July 22, 2025, until superseded by a newer version.