

Intellectual Property Rights and Data Protection

Effective October 6, 2026 · Supersedes the version dated August 14, 2023

1. Who We Are; Definitions

1.1. These terms are issued by GroundWorx, Inc. d/b/a GroundWorx®, a Delaware corporation (“GroundWorx,” “we,” “us,” “our”). “You” means any person or entity that uses the Services.

1.2. “Services” means the website at getgroundworx.com and groundworx.ai, the GAIN platform (GroundWorx Autonomous Intelligence Network), GAIN Login and dashboards, GX-1 sensors, iQ SmartWells, iQ SmartTowers, related firmware, software, apps, and support.

1.3. “Customer Data” means raw sensor readings and site information collected from devices You purchase or deploy. “Derived Data” means aggregated, de-identified data, models, and insights created by GroundWorx from Customer Data and other sources. “Feedback” means suggestions or ideas You provide about the Services.

1.4. These terms form part of, and should be read with, the GroundWorx Terms & Conditions at getgroundworx.com/legal.

2. Our Intellectual Property

2.1. The Services — including GAIN software, algorithms, models, firmware, hardware designs, the 700M+ observation dataset, Derived Data, website content, and documentation — are and remain the exclusive property of GroundWorx and its licensors. No rights are granted except those expressly stated.

2.2. Subject to Your compliance and payment of applicable fees, GroundWorx grants You a limited, non-exclusive, non-transferable, revocable license to use the Services and device firmware for Your internal land-management purposes during Your active GAIN Service term.

2.3. You will not (a) reverse engineer, decompile, or disassemble any device, firmware, or software; (b) copy, scrape, or use the Services or outputs to build a competing product or train a competing model; (c) resell or sublicense access; or (d) remove proprietary notices.

2.4. GroundWorx®, GAIN, GX-1, iQ SmartWell, iQ SmartTower, iQ Capsule, iQ Fire Station, and related logos and trade dress are trademarks of GroundWorx and may not be used without prior written consent.

2.5. The Services are protected by copyright, trademark, trade secret, and patent laws of the United States and other countries, and are patent pending.

3. Data Ownership and Use

3.1. As between the parties, You own Customer Data. You grant GroundWorx a worldwide, royalty-free license to collect, host, process, and use Customer Data to provide, support, secure, and improve the Services.

3.2. GroundWorx may create Derived Data from Customer Data and use it for any lawful purpose, including improving GAIN models and publishing industry benchmarks, provided Derived Data does not identify You or a specific property.

3.3. GroundWorx will not sell Customer Data that identifies You, and will disclose it only to service providers bound by confidentiality, as required by law, or with Your consent.

3.4. You may export Your Customer Data during Your GAIN Service term. GroundWorx retains Customer Data for as long as needed for its legitimate business purposes; however, no later than 90 days after termination of Your GAIN Service, Your Customer Data is de-identified and aggregated so that it is no longer associated with You or Your property.

4. Data Security and Privacy

4.1. GroundWorx uses commercially reasonable administrative, technical, and physical safeguards to protect Customer Data. No system is completely secure, and GroundWorx does not guarantee absolute security.

4.2. GroundWorx will notify affected customers without undue delay after confirming a security incident involving their Customer Data, as required by applicable law.

4.3. Personal information collected through the website (such as contact forms and chat) is handled as described in our Privacy Policy at getgroundworx.com/legal.

4.4. You are responsible for safeguarding Your GAIN Login credentials and for activity under Your account.

5. Your Feedback

5.1. You assign to GroundWorx all rights in Feedback. If assignment is ineffective, You grant GroundWorx a perpetual, irrevocable, royalty-free, worldwide, sublicensable license to use Feedback without restriction or compensation. Feedback is not Your confidential information.

6. Copyright Infringement (DMCA)

6.1. We respond to notices of alleged infringement under the Digital Millennium Copyright Act, 17 U.S.C. § 512. Send notices to our Copyright Agent: GroundWorx, Inc., Attn: Copyright Agent, 10530 Sea Pearl Cove, Suite 17, San Diego, CA 92130, info@getgroundworx.com.

6.2. A notice must include: (a) a physical or electronic signature of the rights owner or authorized agent; (b) identification of the copyrighted work; (c) identification of the allegedly infringing material and its URL or location; (d) your address, telephone number, and email; (e) a good-faith statement that the use is unauthorized; and (f) a statement, under penalty of perjury, that the notice is accurate and you are authorized to act.

6.3. If material You posted is removed, You may submit a counter-notice under 17 U.S.C. § 512(g). We may restore the material unless the complainant files suit within 10–14 business days.

6.4. We may terminate the accounts of repeat infringers. Anyone who knowingly misrepresents infringement may be liable for damages under 17 U.S.C. § 512(f).

7. Third-Party Links and Services

7.1. The Services may link to or integrate third-party sites and services (for example, Shopify checkout, Wefunder, cellular carriers). GroundWorx does not control and is not responsible for them; Your use is governed by their terms.

8. Governing Law and Disputes

8.1. These terms are governed by the laws of the State of Delaware, without regard to conflict-of-laws rules. Any dispute not resolved informally will be brought exclusively in the state or federal courts located in San Diego County, California, and each party consents to their jurisdiction.

8.2. GroundWorx may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property.

8.3. If You are a consumer resident in the EU, UK, or another jurisdiction with mandatory consumer protections, nothing here limits those rights.

9. Changes; Contact

9.1. We may update these terms by posting a revised version with a new effective date. Continued use after the effective date constitutes acceptance. Material changes will be notified to active customers by email.

9.2. Questions: info@getgroundworx.com · getgroundworx.com/legal