

**TERMS OF SERVICE**  
**Revised: December 20, 2023**

**1. ACCEPTANCE OF TERMS**

Founderpath, Inc. (“Founderpath”) provides technology-enabled services, including the products and services related to the SaaSOpen Conference, the website at <https://saasopen.com/2024/austin>, any Mobile Apps (as defined below), and other related software, content, services and/or platform, including all versions and upgrades thereto (collectively, the “Services”). Your use of the Services in order to play and create content is subject to and governed by the terms and conditions in this Terms of Service (this “TOS”). Founderpath may, at its discretion, update this TOS at any time, and depending on where you reside, we may require your further consent to any updates to this TOS. You can access and review the most current version of this TOS at the URL for this page or by clicking on the “Terms of Service” link within the Services, or as otherwise made available by Founderpath.

PLEASE REVIEW THIS TOS CAREFULLY. BY REGISTERING FOR AN ACCOUNT OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THIS TOS, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS TOS, YOU MAY NOT ACCESS OR USE THE SERVICES.

**THIS TOS REQUIRES FINAL AND BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS TOS, OR YOUR ACCESS TO OR USE OF THE SERVICES**, INCLUDING THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THIS TOS, AND YOU AGREE THAT ANY SUCH CLAIM WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, ARBITRATION OR OTHER SIMILAR PROCESS. PLEASE REVIEW SECTION 14 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM.

If you are entering into this TOS, you represent and warrant that you: (i) are of legal age to form a binding contract; (ii) have the right, authority, and capacity to agree to and abide by this TOS; and (iii) are not a person barred from using the Services under the laws of any applicable jurisdiction. THE SERVICES ARE NOT INTENDED FOR USERS UNDER THE AGE OF 13 OR THE LOWEST AGE PERMITTED BY APPLICABLE LAW, AND SUCH USERS ARE EXPRESSLY PROHIBITED FROM SUBMITTING ANY PERSONAL DATA OR USING ANY ASPECT OF THE SERVICES, AND BY TAKING SUCH ACTIONS YOU AGREE, REPRESENT, AND WARRANT THAT YOU ARE 13 YEARS OF AGE OR OLDER OR NO YOUNGER THAN THE LOWEST AGE PERMITTED BY APPLICABLE LAW.

**2. RIGHTS**

(a) **Grant.** Subject to and conditioned on your compliance with this TOS (including as set forth in Section 2(e)), Founderpath hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable license solely to use the Services for your personal, non-commercial or internal business use. Your access to and use of the Services must further comply in all material respects with all usage guidelines posted by Founderpath.

(b) **Trademarks.** You may not use “Founderpath” or any of Founderpath’s names, brands, trademarks, service marks or logos that Founderpath makes available on the Services (“Marks”). Founderpath claims trademark protection over all such Marks, and you will not use the Marks except as expressly authorized herein. You will not remove or alter the Marks or any proprietary notices on the Services. The Marks may not be included in or as part of any registered corporate name, any other logo, or service or product name. You may not create any derivative works of the Marks or use the Marks in a manner that creates or reasonably implies an inaccurate sense of endorsement, sponsorship, or association with Founderpath. You will not otherwise use business names or logos in a manner that can mislead, confuse, or deceive any third party. All use of the Marks and all goodwill arising out of such use will inure to Founderpath’s benefit.

(c) **Mobile Apps.** The Standard may make available mobile software applications for access to and use of certain components of the Services (collectively, “Mobile Apps”). Your access to and use of Mobile Apps is subject to and governed by this TOS. If any Mobile App is downloaded by you from the iTunes App Store, Windows Phone Store, Amazon Appstore, Google Play or any similar service (an “App Store”), your use of such Mobile App is further

subject to your compliance in all material respects with the terms and conditions of the applicable usage rules set forth by such App Store. This TOS is between you and Founderpath only, and not with the proprietor of any App Store (a “Third Party Proprietor”), and no Third Party Proprietor is responsible for Mobile Apps and the contents thereof; however, any Third Party Proprietor and its subsidiaries are third-party beneficiaries of this TOS with respect to Mobile Apps.

(d) **Responsibility for Data.** All information, data (including information received or provided by you through your use of the Services), text, documents, artworks, audio files, and other materials accessible through the Services (“Data”) are the sole responsibility of the party from whom such information, data, text, documents, artworks, audio files, or materials originated. You acknowledge and agree that: (i) the Services may provide access to or rely on Data from third parties (including without limitation, via open source software platforms and Third Party Services (as defined below)), and such third parties, and not Founderpath, are entirely responsible for such Data; (ii) you, and not Founderpath, are entirely responsible for all Data (if any) that you submit, upload, email, transmit, or otherwise make available through the Services or to Founderpath, including ensuring the accuracy, completeness, and integrity of the Data; and (iii) you are solely responsible for giving all required notices and obtaining all necessary consents before submitting Data through or to the Services or Founderpath (each such submission, a “Prompt”). You further hereby represent and warrant that (i) you have all necessary rights and licenses to make available, submit, provide, and transfer all Data for Founderpath to exercise its rights granted and fulfill its obligations set forth herein, including as necessary for Founderpath to process any Prompts you submit to the Services in accordance with this TOS, and (ii) that your submission of any Prompt to Founderpath will not violate this TOS, any Founderpath usage guidelines or other policies, or any laws applicable to such Prompts, including without limitation intellectual property laws and any privacy or data protection laws governing any personal or sensitive information contained in any Prompts.

(e) **Accounts.** To access the Services, you will need to create an account with Founderpath (an “Account”). To create this account, you will be asked to provide an email address and birth date and create a username and password. Founderpath may request further additional information from you in order to authenticate your account. You may not share your Account or password with anyone. You are fully responsible for all activities that occur under your account, even if such activities were not authorized by you. You agree to notify Founderpath immediately of any unauthorized use of your account or password or any other similar breach of security. If your account remains inactive for three months or longer, Founderpath reserves the right to suspend or terminate your account, with or without notice to you, and delete your content all without liability.

### 3. PRIVACY POLICY

In addition to this TOS, the Founderpath SaaSOpen Conference Privacy Policy, available at <https://saasopen.com/privacy-policy>, (“Privacy Policy”) applies to how Founderpath may process information provided as part of the Services. You acknowledge and agree that by accessing or using the Services, Founderpath may receive certain information about you, including personal and sensitive data, as set forth in the Privacy Policy, and Founderpath may collect, use, disclose, store, share, and process such personal data in accordance with such Privacy Policy, which may be amended from time-to-time.

### 4. PROPRIETARY RIGHTS

(a) **License to the Services.** You hereby grant Founderpath and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made all content (in any form and any medium, whether now known or later developed) that you provide, including any Data, in connection with the Services. You acknowledge and agree that the technical processing and transmission of data associated with the Services, may require: (i) transmissions over various networks and across borders; and (ii) modifications to conform, connect, and adapt to technical requirements of networks or devices.

(b) **Ownership of the Services.** The Services provided to you hereunder or available to you through the Services are licensed, not sold, and Founderpath retains and reserves all rights not expressly granted in this TOS. You acknowledge and agree that, as between you and Founderpath, Founderpath and its licensors own all rights, title, and interest (including all intellectual property rights) in the Services and all data, content, code, artwork, and

other materials within the Services and derived thereof. The Services are protected by U.S. and international copyright and other intellectual property laws and treaties. Founderpath reserves all rights not expressly granted to you in this TOS. For the avoidance of doubt, Founderpath shall own and have all right and title to any data, content, code, artwork, or other materials created or generated as a result of any Prompt.

## 5. USER CONDUCT AND RESTRICTIONS

(a) **Prohibited Conduct.** In your use of the Services, you will not:

(i) use, reproduce, modify, adapt, create derivative works from, sublicense, publicly perform, publicly display, distribute, sell, lease, rent, make, have made, assign, pledge, transfer or otherwise grant rights to the Services, except as expressly permitted under this TOS;

(ii) reverse engineer, disassemble, decompile, translate, or otherwise attempt to derive trade secrets, algorithms, or the source code, architectural framework, or data records, within or associated with the Services;

(iii) interfere with or disrupt the integrity or performance of the Services, including by disrupting the ability of any other person to use or enjoy the Services;

(iv) provide use of the Services on a service bureau, rental, or managed services basis, provide, or permit other individuals or entities to create Internet "links" to the Services or "frame" or "mirror" the Services on any other server, or wireless or Internet-based device;

(v) access the Services for the purpose of developing, marketing, selling, or distributing any product or service that competes with or includes features substantially similar to the Services;

(vi) violate any applicable local, state, provincial, federal, or international law or regulation, or use the Services for any illegal, unauthorized, or otherwise improper purposes, including to store or transmit malicious code, or to store or transmit material in violation of third-party privacy rights;

(vii) remove or obscure any proprietary notice that appears within the Services;

(viii) impersonate any person or entity, including Founderpath personnel, or falsely state or otherwise misrepresent your affiliation with Founderpath, or any other entity or person;

(ix) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services;

(x) take any action that imposes an unreasonable or disproportionately heavy load on the Services or its infrastructure; or

(xi) use spiders, crawlers, robots, scrapers, automated tools, or any other similar means to access the Services; or download, reproduce, or archive any substantial portion of the Services.

(b) **Prohibited Content.** You will not upload, submit, post, email, store, transmit, or otherwise make available any content that:

(i) is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable;

(ii) may not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement);

(iii) infringes any patent, trademark, trade secret, copyright, or other proprietary right of any person;

(iv) consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages, or any other form of solicitation;

(v) contains software viruses or any other code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware;

(vi) contains infringing, libelous, or otherwise unlawful or tortious material; or

(vii) consists of information that you know or have reason to know is false or inaccurate.

(c) **Enforcement.** Founderpath shall have sole discretion and control over (i) moderating and removing any content and (ii) determining whether any content violates this TOS or any guidelines set forth by Founderpath. Founderpath's failure to enforce any of these restrictions or guidelines shall not act as a waiver for any future enforcement, will not be considered a breach of this TOS by Founderpath, and does not create a private right of action for any other party.

## 6. FEEDBACK

If you elect to provide or make available to Founderpath any suggestions, comments, ideas, improvements or other feedback relating to the Services as provided through the Services or otherwise ("Feedback"), Founderpath shall own and be free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in your Feedback in any form and any medium (whether now known or later developed), without credit or compensation to you.

## 7. DEALINGS WITH ADVERTISERS AND OTHER THIRD PARTIES

**THE SERVICES MAY INCLUDE OR PROVIDE ACCESS TO THIRD PARTY PRODUCTS, SERVICES, CONTENT, DATA, OR OFFERINGS, INCLUDING ADVERTISING FOR SUCH AND FURTHER INCLUDING OPEN SOURCE SOFTWARE PROVIDERS, SPONSORS, AND ADVERTISERS ("THIRD PARTY SERVICES"). YOU ACKNOWLEDGE THAT DIFFERENT TERMS OF USE AND PRIVACY POLICIES MAY APPLY TO YOUR USE OF SUCH THIRD PARTY SERVICES AND THAT SUCH TERMS AND POLICIES ARE SOLELY BETWEEN YOU AND THE ADVERTISER OR OTHER THIRD PARTY. YOU AGREE THAT FOUNDERPATH DOES NOT ENDORSE AND IS NOT RESPONSIBLE OR LIABLE FOR ANY ISSUES RELATED TO THIRD PARTY SERVICES.**

## 8. INDEMNIFICATION

You shall indemnify and hold Founderpath and its affiliates, and each of their officers, directors, employees, agents, partners and licensors (collectively, "Founderpath Parties") harmless from and against all losses, damages, costs, liabilities, and expenses, including reasonable attorneys' fees, to extent resulting from or arising out of any third party claim, demand, or action due to (i) Data or other content you provide to Founderpath; (ii) your violation of this TOS, any law or regulation, or any rights (including intellectual property rights) of another party; or (iii) your use of the Services, except as expressly permitted in this TOS.

## 9. DISCLAIMER OF WARRANTIES

(a) **General Disclaimer.** YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, INCLUDING AS RELATE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOUNDERPATH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

(b) **No Implied Representations and Warranties.** FOUNDERPATH PARTIES MAKE NO WARRANTY OR REPRESENTATION THAT: (i) THE SERVICES WILL MEET YOUR REQUIREMENTS; (ii) ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, OR ERROR-FREE; OR (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE SERVICES WILL BE ACCURATE, RELIABLE, CURRENT, OR COMPLETE.

(c) **Non-Reliance.** ALL CONTENT MADE AVAILABLE THROUGH THE SERVICES IS MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING THE ACCURACY OF ALL CONTENT BEFORE TAKING OR OMITTING ANY ACTION. YOU SHOULD NOT RELY ON THE SERVICES AND YOU SHOULD NOT USE THE SERVICES FOR ADVICE OF ANY KIND.

(d) **Disclaimer Limitation.** THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS TOS (UNLESS SUCH LAW PROVIDES OTHERWISE).

## 10. LIMITATION OF LIABILITY

(a) **Damage Waiver.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOUNDERPATH PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA OR GOODWILL, OR COST OF COVER, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF FOUNDERPATH PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. EXCEPT AS SET FORTH IN SECTION 11(b), IN NO EVENT SHALL FOUNDERPATH PARTIES' TOTAL LIABILITY TO YOU EXCEED THE AMOUNT PAID BY YOU TO FOUNDERPATH FOR ACCESS TO THE SERVICES WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM(S) AROSE.

(b) **Liability Limit.** THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 11. BETA SERVICES

(a) **Beta Services Disclaimer.** AS FURTHER SET FORTH IN SECTION 9, ALL FOUNDERPATH SERVICES LABELED ALPHA, BETA, PRE-RELEASE, TRIAL, PREVIEW OR SIMILARLY ("Beta Services") ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS, AND CUSTOMER'S USE OF SUCH BETA SERVICES IS AT ITS SOLE RISK AND FOUNDERPATH DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS OF ANY KIND. Founderpath has no obligations in connection with or in the course of providing the Beta Services. Any expectations and estimates regarding Beta Services are based on factors currently known and actual events or results could differ materially. Founderpath does not assume any obligation to update any Beta Services. In addition, any information about Founderpath's roadmap outlines Founderpath's general product direction and is subject to change at any time without notice. It is for informational purposes only and shall not be incorporated into this TOS or any contract or other commitment. Founderpath undertakes no obligation either to develop the features or functionality provided in the Beta Services, or to include any such feature or functionality in a future release of the Services. You expressly acknowledge that the Beta Services have not been fully tested and may contain defects or deficiencies which may not be corrected by Founderpath. The Beta Services may undergo significant changes prior to release of the corresponding generally available final version.

(b) **Beta Services Liability Waiver.** NOTWITHSTANDING SECTION 9(d), WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, FOUNDERPATH'S LIABILITY AND THAT OF ITS SUPPLIERS AND AUTHORIZED PARTNERS SHALL BE LIMITED TO THE SUM OF ONE HUNDRED DOLLARS (\$100) FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THE BETA SERVICES.

## 12. SUSPENSION AND TERMINATION

(a) **Termination for Convenience.** Either party may terminate this TOS at any time. To terminate this agreement, you may navigate to your account and follow the instructions provided therein or reach out to Founderpath at [support@founderpath.com](mailto:support@founderpath.com).

(b) **Termination or Suspension for Cause.** If you violate this TOS, Founderpath may, with or without notice to you, immediately suspend, or terminate your access and use of the Services.

(c) **Right to Modify Services.** Founderpath reserves the right at any time to modify, suspend, or discontinue the Services (or any portion thereof) with or without notice, and Founderpath shall not be liable to you or any third party for any such modification or discontinuance;

(d) **Effect of Termination; Survival.** Upon termination of this TOS for any reason: (i) Founderpath, in its sole discretion, may remove and discard your content and information; (ii) you will immediately cease your use of the Services; and (iii) any provision that, by its terms, is intended to survive the expiration or termination of this TOS shall survive such expiration or termination. Further, you agree that that Founderpath shall not be liable to you or any third party for any termination of your account or access to the Services.

### 13. GOVERNING LAW

This TOS shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws, and the laws of the State of Texas, without regard to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this TOS, regardless of the states in which the parties do business or are incorporated.

### 14. BINDING ARBITRATION AND CLASS ACTION WAIVER

(a) **Binding Arbitration.** ALL CLAIMS ARISING IN CONNECTION WITH THIS TOS SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT (DEFINED PURSUANT TO APPLICABLE LAW) IF YOUR CLAIMS ARE WITHIN THE COURT'S JURISDICTION. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

(b) **Arbitration Procedure.** The arbitration shall be conducted by the American Arbitration Association (AAA) under its then-applicable Commercial Arbitration Rules or, as appropriate, its Consumer Arbitration Rules. The AAA's rules are available at <https://www.adr.org/>. Payment of all filing, administration and arbitrator fees shall be governed by the AAA's rules. The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that such hearing shall be conducted in Travis County, Texas, or if the Consumer Arbitration Rules apply, another location reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, as determined by the arbitrator. The decision of the arbitrator shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

(c) **Class Action Waiver.** WE EACH AGREE THAT ALL CLAIMS SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR OTHER SIMILAR PROCESS (INCLUDING ARBITRATION). IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN NEW CASTLE COUNTY, DELAWARE. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM *NON-CONVENIENS* OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

(d) **Injunctive Relief.** Notwithstanding anything to the contrary, either party may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction, whether in aid of, pending, or independently of the resolution of any dispute pursuant to the arbitration procedures set forth in this Section 14.

(e) **Effect of Changes.** If Founderpath implements any material change to this Section 14, such change shall not apply to any Claim for which you provided written notice to Founderpath before the implementation of the change.

### 15. LEGAL COMPLIANCE

You represent and warrant that you will comply with all applicable foreign, federal, state, and local laws, rules and regulations, including without limitation, U.S. export laws and import and use laws of the country where Licensed Material is delivered or used and you are not: (i) located in a country that is subject to a U.S. Government embargo, or designated by the U.S. Government as a "terrorist supporting" country; and (ii) listed on any U.S. Government list of prohibited or restricted parties, including the Specially Designated Nationals List.

**16. U.S. GOVERNMENT ENTITIES**

This section applies to access to or use of the Services by a branch or agency of the United States Government. The Services includes “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212 and qualifies as “commercial items” as defined in 48 C.F.R. § 2.101. Such items are provided to the United States Government: (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. § 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. §§ 227.7202-1 and 227.7202-3. The United States Government shall acquire only those rights set forth in this TOS with respect to the such items, and any access to or use of the Services by the United States Government constitutes: (a) agreement by the United States Government that that such items are “commercial computer software” and “commercial computer software documentation” as defined in this section; and (b) acceptance of the rights and obligations herein.

**17. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT**

If you believe that your work has been made available through the Services in a way that constitutes copyright infringement, or are an agent of such owner, please provide Founderpath’s Agent for Notice of Copyright Claims the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) a description of the work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (iii) a description of the material that you claim is infringing and where that material may be accessed within the Services; (iv) your address, telephone number and email address; (v) a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (vi) a statement from you that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, please contact Founderpath’s Agent for Notice of Copyright Claims. Founderpath’s Agent for Notice of Copyright Claims can be reached as follows:

Agent for Notice of Copyright Claims  
815A Brazos Street, Unit 552  
Austin, Texas 78701  
Email: [support@founderpath.com](mailto:support@founderpath.com)

**18. CALIFORNIA USERS & RESIDENTS**

In accordance with California Civil Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting such unit in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

**19. GENERAL PROVISIONS**

This TOS constitutes the entire agreement between you and Founderpath concerning your access to and use of the Services. It supersedes all prior and contemporaneous oral or written negotiations and agreements between you and Founderpath with respect to such subject matter. In the event of any conflict between or among this TOS and any other agreement, privacy policy, or usage guidelines to which this TOS refers, the terms and conditions of this TOS shall take precedence and govern. This TOS may not be amended by you except in a writing executed by you and an authorized representative of Founderpath. You hereby consent and authorize Founderpath to contact and communicate with you through electronic means, including through email. Except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this TOS. For the purposes of this TOS, the words “such as,” “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation.” You may not assign or delegate any right or obligation under this TOS without the prior written consent of Founderpath. The failure of Founderpath to exercise or enforce any right or provision of this TOS shall not constitute a waiver of such right or provision. If any provision of this TOS is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this TOS. Any prevention of or delay in performance by Founderpath hereunder due to labor disputes, acts of god, failure of

the Internet, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.