

## System Enterprise Terms and Conditions of Use

Welcome, and thank you for your interest in System Inc. (“**Company**,” “**we**,” “**us**,” or “**our**”).

PLEASE READ THESE SYSTEM ENTERPRISE TERMS AND CONDITIONS OF USE (THIS “**AGREEMENT**”) CAREFULLY. THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SERVICE. IF THE INDIVIDUAL THAT CLICKS “I ACCEPT,” OR OTHERWISE AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT IS USING THE SERVICE ON BEHALF OF, OR WITHIN HIS OR HER CAPACITY AS A REPRESENTATIVE, AGENT, OR EMPLOYEE OF, AN ENTITY (SUCH ENTITY IS THE “**CUSTOMER**”), SUCH INDIVIDUAL ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THIS AGREEMENT AND REPRESENTS AND WARRANTS THAT HE/SHE HAS THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER AND THAT THE WORDS “**YOU**” AND “**YOUR**” AS USED HEREIN APPLY TO BOTH SUCH INDIVIDUAL AND SUCH CUSTOMER. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICE.

This Agreement allows you to access an instance of the trial version of our enterprise knowledge and metadata discovery and management platform which has been provisioned for Customer (the “**Service**”) for the duration of Customer’s 8 week trial of the Service (the, “**Pilot Term**”), subject to the terms and conditions set forth herein. You acknowledge that Company may terminate the Pilot Term at any time, in its sole discretion.

This Agreement is subject to occasional revision, and we reserve the right to charge fees for accessing or using the Service in the future. See Section 10.1 of this Agreement for further information about changes to this Agreement.

### 1. **ACCOUNTS; ACCESS TO THE SERVICE**

- 1.1 **Eligibility.** You must be at least thirteen (13) years old to use the Service. By agreeing to this Agreement, you represent and warrant to us that you are at least thirteen (13) years old. If you are at least thirteen (13) years old but less than eighteen (18) years old, you represent and warrant to us you have obtained the consent of your parent or guardian, as applicable, to agree to this Agreement and use the Service.
- 1.2 **Account Creation.** In order to use certain features of the Service, you must have an account provisioned on the Service (“**Account**”) and provide certain information about yourself as prompted in the account registration process. You represent and warrant that: (i) all required registration information you submit is truthful and accurate; and (ii) you will maintain the accuracy of such information.
- 1.3 **Account Responsibilities.** You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You will use reasonable efforts to prevent any unauthorized access or use of the Service and Integration Materials and immediately notify Company in writing of any unauthorized access or use. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of

security. Company will not be liable for any loss or damage arising from any unauthorized use of your Account or your failure to comply with the above requirements.

- 1.4 **Access and Use.** Subject to your compliance with the terms of this Agreement, Company grants you a non-exclusive, revocable, limited, nontransferable, non-assignable, and “as is” right and license, during the Pilot Term, to (i) use and access the Service, and (ii) to download, install, and use any application programming interfaces, software development kits, executable software, instructions, documentation, and other related materials provided by Company (the “**Integration Materials**”) for the purpose of integrating the Service into your Development Environment (defined below), in each case of (i) and (ii), solely for the purpose of evaluating the functionality of the Service and subject to any use limitations put in place or provided by Company.
- 1.5 **Team Member Access.** Customer’s instance(s) of the Service may also be accessed by other users that have been invited to access such instance(s) of the Service and for which accounts have been provisioned (“**Team Members**”). Team Members may be granted Researcher, Admin or Owner privileges. “**Researchers**” are users that are given base level access to the Service, without additional privileges that are granted to Admins or Owners. “**Admins**” are users that are granted privileges to edit and delete content and invite additional users to access the Service. “**Owners**” are users that are granted privileges to edit and delete content, invite additional users to access the Service and the ability of manage Admins. Company reserves the right to update or modify the privileges it grants to Researchers, Admins and Owners in its sole discretion at any time on a going forward basis. Owners and Admins will be responsible for monitoring their Team Members’ use of the Service. Customer will ensure its Team Members use of the Service in compliance with the terms of this Agreement and, and Customer, Owners, and Admins will be solely responsible for enforcing any of Customer’s internal policies regarding its Team Members’ use of the Service.
- 1.6 **Sharing.** Team Members may freely access and use your User Content as permitted by the features and functionality of the Service. Team Members that are given editing permissions can also modify, delete and create derivative works of User Content, as permitted by the functionality of the Service. You hereby authorize us to share your User Content with other Team Members and enable control of such User Content by Admins and Owners, as applicable. You acknowledge sole responsibility for and assume all risks from sharing your User Content with other Team Members. You understand that anyone who has access to your User Content may copy and save their own versions of your User Content and edit it.
- 1.7 **YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS CURRENTLY IN “BETA” MODE, AND THAT COMPANY IS ONLY MAKING THE SERVICE AVAILABLE TO A LIMITED NUMBER OF USERS ON AN EVALUATION BASIS. AS SUCH, COMPANY RESERVES THE RIGHT TO REFUSE TO REGISTER ANY USER FOR THE SERVICE, DENY ACCESS TO THE SERVICE, AND/OR SUSPEND OR CLOSE YOUR ACCOUNT AT ANY TIME IN COMPANY’S SOLE DISCRETION.**
- 1.8 **Certain Restrictions.** The Service and Integration Materials are made available to you solely for your own internal, evaluative purpose and use. You shall not, directly or

indirectly, and shall not authorize any third party to: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code, structure, ideas, algorithms, or associated know-how of, the Service or Integration Materials, or reconstruct, or discover, any hidden or non-public elements of the Service or Integration Materials; (ii) translate, adapt, or modify the Service, Integration Materials or any portion thereof; (iii) except as necessary to integrate the Service with your Development Environment (defined below) using the Integration Materials, write or develop any program based upon the Service or any portion thereof, or otherwise use the Service or Integration Materials in any manner for the purpose of developing, distributing or making accessible products or services that compete with the Service or Integration Materials; (iv) sell, sublicense, transfer, assign, lease, rent, distribute, or grant a security interest in the Service, Integration Materials or any rights thereto; (v) export, sell or distribute any content or portion of the Service or Integration Materials, allow access to the Service (or any content or other portion thereof) or Integration Materials by any third persons other than your Team Members, make the Service or Integration Materials available on a service bureau basis, or otherwise access or use the Service for the benefit of a third party; (vi) permit the Service or Integration Materials to be accessed or used by any persons other than your Team Members that are employee personnel; (vii) transmit unlawful, infringing, or harmful User Content, Your Data or Metadata (including data or code that you are not authorized to transmit), either to or from the Service; (viii) interfere with, disrupt, or create an undue burden on servers or networks connected to the Service, or violate the regulations, policies or procedures of such networks; (ix) attempt to gain unauthorized access to the Service (or to other computer systems or networks connected to or used together with the Service), whether through password mining or any other means; (x) alter or remove any trademarks or proprietary notices contained in or on the Service or Integration Materials; (xi) engage in framing, mirroring, or otherwise simulating the appearance or function of the Service; (xii) perform or publish any performance or benchmark tests or analyses relating to the Service or Integration Materials; (xiii) make any User Content, Your Data or Metadata available on or through the Service that infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity or is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; or (xiv) otherwise use the Service or Integration Materials except as expressly permitted hereunder. You agree that you will only use the Service and Integration Materials in accordance with all applicable laws.

- 1.9 Modification.** Company reserves the right, at any time, to modify, suspend, or discontinue the Service (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Service or any part thereof.
- 1.10 No Support or Maintenance.** You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Service or Integration Materials. Without limiting the foregoing, you are solely responsible for maintaining the security and operability of the systems and devices used to access the Service and ensuring timely transmission of, and the accuracy, quality, integrity, and reliability of all of Your Data (defined below) and the User Content.

- 1.11 **Ownership.** You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Integration Materials, Service and its content are owned by Company or Company's suppliers or licensors. Neither this Agreement (nor your access to or use of the Service) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 1.4. Company and its suppliers reserve all rights not granted in this Agreement. There are no implied licenses granted by Company under this Agreement.
2. **CONFIDENTIAL INFORMATION.** You agree to exercise no less than reasonable care to maintain the confidentiality of information disclosed by Company that should reasonably be treated as confidential based on the nature of the information or circumstances surrounding its disclosure and to only use such information in connection with exercising your rights or performing your obligations hereunder. Notwithstanding anything to the contrary herein, the Integration Materials, any non-public features of the Service and any non-public information about the function or performance of the Service constitutes information disclosed by Company to you and shall be treated as Company's confidential information by you.
3. **USER CONTENT AND FEEDBACK**
- 3.1 **Integration with Your Development Environment and Databases.** The Integration Materials are designed to allow you to integrate the Service into a development environment that is hosted by you or a third party service provider ("**Development Environment**"). In the event that you or another Team Member choose to integrate a Development Environment with the Service, you will retain ownership of all of your rights in any data, information, materials and content stored in or accessible via such Development Environment (collectively, "**Your Data**"). You are solely responsible for Your Data and any Development Environment that you choose to integrate with the Service. You assume all risks associated with use of Your Data and any Development Environment, and Company is not obligated to backup any of Your Data. You hereby grant Company a non-exclusive right and license to collect, access, and process, use and reproduce metadata related to model and feature/variable performance or importance, dataset summary statistics, and other associated statistical metadata ("**Metadata**") from Your Data and Development Environments for the purpose of providing the Service to you, Customer and your Team Members.
- 3.2 **Hosting Your Data on the Service.** The Service includes a feature that allows you and/or your Team Members to choose to pull a copy of Your Data from its Development Environment and upload it to the Service for the purpose of enabling the Service to run models or other calculations specified by you or your Team Members, as applicable. You are not required to provide Your Data to use the Service, and we will use commercially reasonable efforts to delete Your Data from our Service within a commercially reasonable period of time after the applicable model and/or calculation is complete. In the event that you and/or your Team Members elect to provide Your Data to the Service, you hereby grant Company a non-exclusive right and license to collect, access, process, use and reproduce Your Data for the purpose of providing the Service to you, Customer and Your Team Members. You further agree not to provide, and

represent and warrant that any of Your Data that is provided to the Service will not contain: (i) any Sensitive Information, (ii) any content or material that is illegal or violates, infringes or misappropriates any third party's intellectual property rights, or constitutes an invasion of privacy or misappropriation of publicity rights; (iii) any content or material that is indecent or obscene; (iv) any computer code, programs, or programming devices that are designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, the operation of the Service or any other associated software, firmware, hardware, computer system, or network (including, without limitation, "Trojan horses," "viruses," "worms," "time bombs," "time locks," "devices," "traps," "access codes," or "drop dead" or "trap door" devices) or any other harmful, malicious, or hidden procedures, routines or mechanisms that would cause the Service to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with operation; or (v) any content or material that is otherwise objectionable to us in our sole discretion. As used herein, "**Sensitive Information**" means (a) individually identifiable health information or protected health information as those terms are defined by the Health Insurance Portability and Accountability Act ("**HIPAA**") and its implementing regulations; (b) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standard ("**PCI DSS**"); (c) any information governed under the European Union General Data Protection Regulation ("**GDPR**"), European Union member state law or the United Kingdom's data protection laws; (d) Social Security numbers, Social insurance numbers, passport numbers, driver's license numbers or other government-issued identification numbers; (e) financial account numbers; (f) online account credentials; or (g) other personal information governed by the Fair Credit Reporting Act, Gramm-Leach-Bliley Act, or Children's Online Privacy Protection Act. Customer acknowledges that Company is not a business associate (as that term is defined under HIPAA), a payment card processor, or a data processor as that term is defined under the GDPR. Customer acknowledges that the Service is not designed to be HIPAA, PCI DSS or GDPR compliant.

- 3.3 **User Content.** The Metadata and any other data, models, content, text, and other materials that are uploaded to, otherwise provided to the Service by or on behalf of you or your Team Members, or collected via the Integration Materials (collectively, "**User Content**") are the sole responsibility of Customer and the party from whom such User Content originated. This means that you and other users of the Service, and not Company, are responsible for all User Content that is accessible through the Service. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, incomplete, misleading, offensive, indecent or objectionable. You use all user content at your own risk, and you agree that Company will not be responsible for any liability incurred as the result of your use of User Content. You acknowledge that Company has no obligation to pre-screen User Content, although Company reserves the right in its sole discretion to pre-screen, refuse or remove any User Content, including if Company believes it violates this Agreement or is otherwise objectionable. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring and grants Company the right to use, reproduce, modify, perform, display, and transmit the User Content to provide the Service to you and your Team Members and perform Company's obligations under this Agreement.

- 3.4 **Feedback and Performance Information.** Company may periodically request that you provide feedback related to the Service or Integration Materials. If you provide Company with any feedback or suggestions regarding the Service or Integration Materials (“**Feedback**”), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary. Additionally, you hereby grants Company a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to collect, process and analyze log and other data related to the Service and the provision, use and performance of various aspects of the Service and related systems technologies (“**Performance Data**”) and use such Performance Data to troubleshoot, improve and enhance the Service and for other development, diagnostic, security and corrective purposes.
- 3.5 **Representations and Warranties.** You represent and warrant that you have all necessary right, title, interest, authorizations, and permissions to: (i) access, provide, provide access to, request Company access, disclose, or submit any of Your Data, User Content, and Feedback, as applicable, that you provide, provide access to, disclose, or submit to Company or the Service, or that you authorize or request Company to access on your behalf, as applicable; (ii) grant the rights and permissions granted hereunder with respect to any data, content, information, or feedback, including permission to access Your Data and Development Environment; and (iii) access and permit Company to access on your behalf any Development Environment and Your Data, as applicable.
- 3.6 **Procedure for Making Claims of Copyright Infringement.** It is Company’s policy to terminate the Account of any user who repeatedly infringes copyright upon prompt notification to Company by the copyright owner or the copyright owner’s legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Service of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. Contact information for Company’s Copyright Agent for notice of claims of copyright infringement is as follows: Copyright Agent, 57 Great Jones Street, 2nd Floor, New York NY 10012.
4. **INDEMNIFICATION.** You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of: (i) your use of the Service or Integration Materials in violation of this Agreement; (ii) your violation of applicable laws or regulations; and (iii) Company’s use of any data, content, information, or feedback, including Your Data, Metadata and User Content in accordance with the terms of this

Agreement. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter for which you may have an indemnification obligation hereunder without the prior written consent of Company. Company will use reasonable efforts to notify you of any claim, action, or proceeding for which you may have an indemnification obligation hereunder upon becoming aware of it.

**5. THIRD-PARTY LINKS AND DATA.**

**5.1 Third Party Links.** The Service may contain links to third-party websites and services, including third party platforms ("**Third-Party Links**"). Such Third-Party Links are not under the control of Company, and Company is not responsible for any Third-Party Links. Company provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. Your use of all Third-Party Links is at your own risk, and you should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

**5.2 Release.** You hereby release and forever discharge the Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to any interactions with, or act or omission of, other Service users or any Third-Party Links.

**5.3 No Obligation to Provide Third Party Data.** Company has no obligation to make any third party data available through the Service. In the event Company chooses to make such third party data available, use of such data will be subject to any applicable licensing terms and/or restrictions identified in the Service as applying to such data. Company may remove or restrict access to any data made available by Company, including if doing so may violate applicable law, the source of such data becomes unavailable, or a third party brings or threatens legal action.

**6. DISCLAIMERS.** THE SERVICE, INTEGRATION MATERIALS, AND ALL METADATA, MATERIALS, DATA, USER CONTENT, INFORMATION, RESULTS OF MODELS OR OTHER CALCULATIONS RUN ON THE SERVICE, OR OTHER CONTENT ACCESSIBLE THROUGH THE SERVICE OR INTEGRATION MATERIALS, IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND COMPANY (AND ITS SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. THE COMPANY (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR

REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR THAT THE SERVICE OR THE RESULTS OF THE SERVICE WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF YOUR FIRST USE OF THE SERVICE.

**7. LIMITATION ON LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR COMPANY'S SUPPLIERS OR LICENSORS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE OR ANY PORTION THEREOF, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICES OR COMPUTER SYSTEMS, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR CUMULATIVE LIABILITY TO YOU, CUSTOMER, AND OTHER TEAM MEMBERS FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

- 8. REMEDIES.** You agree that your obligations as set forth herein are necessary and reasonable in order to protect Company and its business. You expressly agree that monetary damages may be inadequate to compensate Company for any breach by you of your representations, warranties, and covenants herein. Accordingly, you agree and acknowledge that any such breach or any threatened breach may cause irreparable injury to Company and that, in addition to any other remedies that may be available in law, equity or otherwise, Company shall be entitled to seek injunctive relief against the breach or threatened breach of this Agreement or the continued breach by you without the need to prove actual damages.

**9. TERM AND TERMINATION.**

- 9.1 Term.** This Agreement will continue until expiration of the Customer's Pilot Term, unless earlier terminated as set forth below.
- 9.2 Termination; Suspension.** Either party may terminate this Agreement upon notice to the other party. Additionally, Company reserves the right to suspend your and/or your Team Members' access to the Service or any portion thereof at any time, for any reason in its



sole discretion, including for any use of the Service in violation of this Agreement, or if Company decides to discontinue all or any portion of the Service.

- 9.3 Effects of Termination.** Upon termination or expiration of this Agreement, your Account and right to access and use the Service will terminate immediately; provided, however, that Company will provide Customer with the ability to download any Metadata stored on Customer's instance(s) of the Service for a period of thirty (30) days after any such termination or expiration in the event that you are not in material breach of this Agreement. Thereafter, Company will use commercially reasonable efforts to delete any of Customer's Metadata that is stored on Customer's instance(s) of the Service. Company will not have any liability whatsoever to you for any termination of this Agreement or suspension of the Service. Upon expiration or termination of this Agreement, the parties' rights and obligations under this Agreement will cease, except that the following provisions of this Agreement will continue to remain in effect: Sections 1.8, 1.10, 2 and 3 through 10.

## **10. GENERAL**

- 10.1 Changes.** This Agreement is subject to occasional revision, and we reserve the right to charge fees for accessing and using the Service. If we make any substantial changes, we may require you to accept the changes, notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on the Service. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to this Agreement will be effective upon the earliest of when you provide your acceptance of the changes, thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable), and thirty (30) calendar days following our posting of notice of the changes on the Service. The changes will be effective immediately for new users of the Service. Continued use of our Service following notice of such changes shall indicate your acknowledgement and acceptance of such changes and agreement to be bound by the terms and conditions of such changes.
- 10.2 Export.** The Service may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.
- 10.3 Disclosures.** Company is located at the address in Section 10.6. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.
- 10.4 Electronic Communications.** The communications between you and Company use electronic means, whether you use the Service or send us emails, or whether Company posts notices on the Service or communicates with you via email. For contractual

purposes, you: (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were provided in a hardcopy writing. The foregoing does not affect your non-waivable rights.

**10.5 Data Processing Addendum.** The parties agree to comply with their respective obligations under the Data Processing Addendum.

**10.6 Entire Agreement.** This Agreement constitutes the entire agreement between you and us regarding the use of the Service. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement shall be governed in all respects by New York law, excluding any conflict of laws principles that would require the application of the laws of another jurisdiction. The parties hereby submit to the personal jurisdiction of the state and federal courts in New York City. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign this Agreement. The terms and conditions set forth in this Agreement shall be binding upon assignees.

**10.7 Contact Information:**

System Inc.  
57 Great Jones Street, 2nd Floor  
New York NY 10012

[beta@system.com](mailto:beta@system.com)