

## **Terms of Use**

Last updated: 04/06/2023

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Welcome to Patter Intelligence. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at:

Email: [support@salespatter.io](mailto:support@salespatter.io)

Phone: 602-610-8839

Address: 11201 N Tatum Blvd Ste 300, PMB 79346, Phoenix, AZ 85028-6039 US

These Terms of Use (the “Terms”) are a binding contract between you (or the entity or company that you represent) and **PATTER INTELLIGENCE CORPORATION** (“Patter Intelligence,” “we” and “us”). Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. If you are accessing the Services on behalf of your employer or another entity or individual, you represent and warrant that you have the authority to agree to this agreement on its behalf. These Terms include the provisions in this document as well as those in the Privacy Policy <https://salespatter.io/privacy-policy>.

**Please read these Terms carefully.** They cover important information about Services provided to you and any charges, taxes, and fees we bill you. **These Terms include information about [future changes to these Terms](#), [automatic renewals](#), [limitations of liability](#), [a class action waiver and resolution of disputes by arbitration instead of in court](#).**

**ARBITRATION NOTICE AND CLASS ACTION WAIVER:** EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION AGREEMENT SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

### **Will these Terms ever change?**

We are constantly trying to improve our Services, so these Terms may need to change along with our Services. We reserve the right to change the Terms at any time, but if we do, we will place a notice on our site located at <https://salespatter.io/terms>, send you an email, and/or notify you by some other means.

If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

### **What about my privacy?**

Patter Intelligence takes the privacy of its users very seriously. For the current Patter Intelligence Privacy Policy, please click here <https://salespatter.io/privacy-policy>.

### **Children's Online Privacy Protection Act**

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years of age. We do not knowingly collect or solicit personally identifiable information from children under 13 years of age; if you are a child under 13 years of age, please do not attempt to register for or otherwise use the Services or send us any personal information. If we learn we have collected personal information from a child under 13 years of age, we will delete that information as quickly as possible. If you believe that a child under 13 years of age may have provided us personal information, please contact us at [support@salespatter.io](mailto:support@salespatter.io).

### **What are the basics of using Patter Intelligence?**

You may be required to sign up for an account ("Patter Intelligence Account"), and provide us with certain information or data, such as your contact information. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not register a Patter Intelligence Account that you do not have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

Additionally, you may be able to access certain parts or features of the Services by using your account credentials from other services (each, a "Third Party Account"), such as those offered by Google. By using the Services through a Third Party Account, you permit us to access certain information from such account for use by the Services. You are ultimately in control of how much information is accessible to us and may exercise such control by adjusting your privacy settings on your Third Party Account.

You represent and warrant that if you are an individual, you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and have gotten your parent or guardian to agree to these Terms on your behalf). If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization's or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

You will only use the Services for your own internal, personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account, password and any other access tools or credentials. You're responsible for any activity associated with your account.

### **What about messaging?**

As part of the Services, you may receive communications through the Services, including messages that Patter Intelligence sends you (for example, via email or SMS). When signing up for the Services, you will receive a welcome message and instructions on how to stop receiving messages. **By signing up for the Services and providing us with your wireless number, you confirm that you want Patter Intelligence to send you information that we think may be of interest to you, which may include Patter Intelligence using automated dialing technology to text you at the wireless number you provided, and you agree to receive communications from Patter Intelligence, and you represent and warrant that each person you register for the Services or for whom you provide a wireless phone number has consented to receive communications from Patter Intelligence.** You agree to indemnify and hold Patter Intelligence harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing.

### **Your use of the Services is subject to the following additional restrictions:**

You represent, warrant, and agree that you will not provide or contribute any Content or User Submission (as that term is defined below) to the Services, or otherwise use or interact with the Services, in a manner that:

- (a) infringes or violates the intellectual property rights or any other rights of anyone else (including Patter Intelligence);
- (b) violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by Patter Intelligence;
- (c) is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) jeopardizes the security of your Patter Intelligence Account or anyone else's (such as allowing someone else to log in to the Services as you);
- (e) attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (f) violates the security of any computer network, or cracks any passwords or security encryption codes;
- (g) runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (h) "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (i) copies or stores any significant portion of the Content; or
- (j) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

### **What are my rights in the Services?**

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by

all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Patter Intelligence's) rights.

Subject to these Terms, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Services is expressly prohibited without prior written permission from us. You understand that Patter Intelligence owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content, but please remember that even where these functionalities exist, all the restrictions in this section still apply.

#### **Does Patter Intelligence have any publicity rights?**

Notwithstanding anything to the contrary, you agree that Patter Intelligence may use your trademarks and logos in presentations, marketing materials, customer lists, website listings for the purpose of advertising or publicizing your use of Patter Intelligence's Services.

#### **Do I have to grant any licenses to Patter Intelligence or to other users?**

Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission", including any recordings submitted by you. Some User Submissions may be viewable by other users. You are solely responsible for all User Submissions you contribute to the Services. You represent that all User Submissions submitted by you are accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations (including copyright laws, recording laws and data privacy laws). Specifically, by uploading User Submissions to our Services, you confirm that you are either the owner of these User Submissions or that you have the necessary rights and permissions to use these User Submissions.

You agree that you will not post, upload, share, store, or otherwise provide through the Services any User Submissions that: (i) infringe any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.); (ii) contain sexually explicit content or pornography; (iii) contain hateful, defamatory, or discriminatory content or incite hatred against any individual or group; (iv) exploit minors; (v) depict unlawful acts or extreme violence; (vi) depict animal cruelty or extreme violence towards animals; (vii) promote fraudulent schemes, multi-level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures; or (viii) that violate any law.

#### **Licenses**

In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions (see below for more information). You further agree that except as described in these Terms, any User Submission, data and information that you provide through the Services or that we collect in connection with the Services (collectively, "Data")

will be processed in accordance with and subject to our Privacy Policy <https://salespatter.io/privacy-policy> to the extent they relate to your personally-identifiable information.

For all User Submissions, you hereby grant Patter Intelligence a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer), reproduce, display, perform, distribute and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, to make User Submissions accessible to you and the other users you specify, and to provide the Services necessary to do so. Also, you grant such other specified users a license to access such User Submissions, and to use and exercise all rights in it, as permitted by the functionality of the Services. This is a license only – your ownership in User Submissions is not affected.

You agree that the licenses you grant are royalty-free, perpetual, sublicensable, irrevocable, and worldwide, provided that when you delete your Patter Intelligence account, we will stop displaying your User Submissions (other than User Submissions which you’ve elected to make public, which may remain fully available) to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from our records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

You further acknowledge and agree that Patter Intelligence may collect, create, process, transmit, store, use, and disclose aggregated, anonymous data derived from Data (“Aggregated Data”) for its business purposes, including, without limitation, machine learning and model training, industry analysis, benchmarking and analytics. All Aggregated Data will be in an aggregated, anonymized form which can in no way be linked specifically to you. Nothing in these Terms gives you any rights in or to any part of the Services or Aggregated Data.

You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

Certain features of the Services allow you to share information with others, including through your social networks or other Third Party Accounts. When Content is authorized for sharing, we will clearly identify the Content you are authorized to redistribute and the ways you may redistribute it, usually by providing a “share” button on or near the Content. If you share information from the Services with others through your Third Party Accounts, such as your social networks, you authorize Patter Intelligence to share that information with the applicable Third Party Account provider. Please review the policies of any Third Party Account providers you share information with or through for additional information about how they may use your information. If you redistribute Content, you must be able to edit or delete any Content you redistribute, and you must edit or delete it promptly upon our request.

Finally, you understand and agree that Patter Intelligence, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

#### **What if I see something on the Services that infringes my copyright?**

You may have heard of the Digital Millennium Copyright Act (the “DMCA”), as it relates to online service providers, like Patter Intelligence, being asked to remove material that allegedly violates someone’s copyright. We respect others’ intellectual property rights, and we reserve the right to delete or disable

Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers; to review our complete Copyright Dispute Policy and learn how to report potentially infringing content, click here [www.salespatter.io/legal](http://www.salespatter.io/legal).

### **Who is responsible for what I see and do on the Services?**

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third-party websites or services that are not owned or controlled by Patter Intelligence. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that Patter Intelligence is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

Patter Intelligence has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, Patter Intelligence will not and cannot monitor, verify, censor or edit the content of any third-party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Patter Intelligence shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site or Services, or between users and any third party, you agree that Patter Intelligence is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Patter Intelligence, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says "A general release does not extend to claims which the creditor does not know

or suspect to exist in his favor at the time of executing the release and, which, if known by him, must have materially affected his settlement with the debtor.”

### **Will Patter Intelligence ever change the Services?**

We’re always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We’ll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn’t always practical. We reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

### **Do the Services cost anything?**

The Services may be free or we may charge a fee for using the Services. If you are using a free version of the Services, we will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services. Note that if you elect to receive text messages through the Services, data and message rates may apply. Any and all such charges, fees or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees or costs may apply to your use of the Services.

- a. **Paid Services.** Certain of our Services may be subject to payments now or in the future (the “Paid Services”). Please see our Paid Services page [www.salespatter.io/pricing](http://www.salespatter.io/pricing) for a description of the current Paid Services. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms.
- b. **Billing.** You will receive invoices reflecting payment terms presented to you in the process of using or signing up for a Paid Service. Please note that any payment terms contained in invoices you receive from us are deemed part of these Terms.
- c. **Payment Method.** The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.
- d. **Auto-Renewal for Paid Services.** Unless you opt out of auto-renewal, which can be done by emailing your customer success manager or sales, any Paid Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or resign your Paid Services at any time, email your customer success manager or sales. If you terminate a Paid Service, you may use your subscription until the end of your then-current term, and your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. IF YOU DO NOT WANT TO CONTINUE TO BE INVOICED ON A RECURRING MONTHLY BASIS, YOU MUST CANCEL THE APPLICABLE PAID SERVICE BY CONTACTING YOUR CUSTOMER SUCCESS MANAGER, SALES OR TERMINATE YOUR PATTERN INTELLIGENCE ACCOUNT BEFORE THE END OF THE RECURRING TERM. PAID SERVICES

CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID, AND EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, PATER INTELLIGENCE WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID.

- e. Reaffirmation of Authorization. Your non-termination or continued use of a Paid Service reaffirms that we are authorized to continue invoicing for that Paid Service. We may submit those invoices for payment and you will be responsible for such invoices. Your invoices may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.

### **What if I want to stop using the Services?**

You're free to do that at any time by contacting us at [support@salespatter.io](mailto:support@salespatter.io); please refer to our Privacy Policy <https://salespatter.io/privacy-policy> as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

Patter Intelligence is also free to terminate (or suspend access to) your use of the Services or your account for any reason in our discretion, including your breach of these Terms. Patter Intelligence has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account.

If you have deleted your account by mistake, contact us immediately at [support@salespatter.io](mailto:support@salespatter.io) – we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

### **What about Mobile Applications?**

You acknowledge and agree that the availability of our mobile application is dependent on the third party stores from which you download the application, e.g., the App Store from Apple or the Android app market from Google (each an "App Store"). Each App Store may have its own terms and conditions to which you must agree before downloading mobile applications from such store, including the specific terms relating to Apple App Store set forth below. You agree to comply with, and your license to use our application is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms of Use, the more restrictive or conflicting terms and conditions in these Terms of Use apply.

### **I use the Patter Intelligence App available via the Apple App Store – should I know anything about that?**

These Terms apply to your use of all the Services, including our iOS applications (the "Application") available via the Apple, Inc. ("Apple") App Store, but the following additional terms also apply to the Application:



- (a) Both you and Patter Intelligence acknowledge that the Terms are concluded between you and Patter Intelligence only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- (b) The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- (c) You will only use the Application in connection with an Apple device that you own or control;
- (d) You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- (e) In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- (f) You acknowledge and agree that Patter Intelligence, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- (g) You acknowledge and agree that, in the event of any third-party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Patter Intelligence, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- (h) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- (i) Both you and Patter Intelligence acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and
- (j) Both you and Patter Intelligence acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

**What else do I need to know?**

**Warranty Disclaimer.** Neither Patter Intelligence and its licensors, suppliers make any representations or warranties concerning the Services, including without limitation regarding any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in connection with the Services. THE SERVICES AND CONTENT ARE PROVIDED BY PATER INTELLIGENCE (AND ITS LICENSORS

AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

*Limitation of Liability.* TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL PATER INTELLIGENCE (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID AND/OR PAYABLE BY YOU TO PATER INTELLIGENCE IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM OR (D) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

*Indemnity.* To the fullest extent allowed by applicable law, you agree to indemnify and hold Patter Intelligence, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms.

*Assignment.* You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Patter Intelligence's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

*Choice of Law.* These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of California, without regard to the conflicts of laws provisions thereof.

*Arbitration Agreement.* Please read the following ARBITRATION AGREEMENT carefully because it requires you to arbitrate certain disputes and claims with Patter Intelligence and limits the manner in which you can seek relief from Patter Intelligence. Both you and Patter Intelligence acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, Patter Intelligence's officers, directors, employees and independent contractors ("Personnel") are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

*(a) Arbitration Rules; Applicability of Arbitration Agreement.* Any dispute arising out of or relating to the subject matter of these Terms shall be finally settled by binding arbitration in San Francisco County, California. The arbitration will proceed in the English language, in accordance with the Rules of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator

shall be selected from the appropriate list of JAMS arbitrators in accordance with such rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

(b) *Costs of Arbitration.* The Rules will govern payment of all arbitration fees. Patter Intelligence will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. Patter Intelligence will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

(c) *Small Claims Court; Infringement.* Either you or Patter Intelligence may assert claims, if they qualify, in small claims court in San Francisco County, California or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(d) *Waiver of Jury Trial.* YOU AND PATER INTELLIGENCE WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Patter Intelligence are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Patter Intelligence over whether to vacate or enforce an arbitration award, YOU AND PATER INTELLIGENCE WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

(e) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Patter Intelligence is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) *Opt-out.* You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address: 11201 N Tatum Blvd Ste 300, PMB 79346, Phoenix, AZ 85028-6039, postmarked within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of these Terms' arbitration agreement.

(g) *Exclusive Venue.* If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or Patter Intelligence to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party, and both you and Patter Intelligence agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, San Francisco County, California, or the federal district in which that county falls.

(h) *Severability.* If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with Patter Intelligence.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Patter Intelligence may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Patter Intelligence agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Patter Intelligence, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Patter Intelligence, and you do not have any authority of any kind to bind Patter Intelligence in any respect whatsoever.

Except as expressly set forth in the sections above regarding the Apple Application and the arbitration agreement, you and Patter Intelligence agree there are no third-party beneficiaries intended under these Terms.