



BY SIGNING UP FOR AN ACCOUNT AND USING THE STATSIG, INC. (“COMPANY”) SERVICES AND PRODUCTS (“SERVICES”), “YOU” (MEANING YOU PERSONALLY OR THE COMPANY YOU REPRESENT AND ON WHOSE BEHALF YOU ARE FULLY AUTHORIZED TO ENTER THIS AGREEMENT) ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS LICENSE AGREEMENT (“AGREEMENT”). IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU WILL NOT BE ABLE TO SIGN UP FOR AN ACCOUNT OR ACCESS THE COMPANY’S SERVICES. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

### **1. Beta License Grant.**

Subject to the terms of this Agreement, Company hereby grants you (and only you) a limited, personal, non-sublicensable, non-transferable, royalty-free, nonexclusive license to use internally and non-commercially Services only in accordance with the Company’s written documentation (if any). You understand that Company may modify (including changes to the cost of the Services) the Services at any time, provided that the Company shall provide you with ten (10) days’ prior notice of any modification that materially and detrimentally affects the functionality of the Services.

### **2. Restrictions.**

You may not (and agree not to, and not permit or enable others to), directly or indirectly: (a) copy, distribute, rent, lease, timeshare, operate a service bureau, or otherwise use for the benefit of a third party, the Services; (b) reverse engineer the Services (except to the extent applicable law prohibits restrictions on reverse engineering) or otherwise use it with the intention of abusing the Services or to create a competing product or service; or (c) remove any proprietary notices from the Services.

### **3. Support and Upgrades.**

This Agreement does not entitle you to any support, upgrades, patches, enhancements, or fixes for the Services (collectively, “Support”). Any such Support for the Services that may be made available by Company shall become part of the Services and subject to this Agreement.

### **4. IP Ownership; Marks.**

Except for the limited licenses expressly granted in Section 1, the Company does not convey to you any rights in or related to the Services. The Company will retain all intellectual property rights relating to the Services or any suggestions, ideas, enhancements, requests, feedback, recommendations or other information provided by you or any third party relating to the Service, and you hereby make all assignments to effect to foregoing ownership. The Company is permitted to use your names, marks and logos on its website and marketing materials for the purposes of disclosing that you are one of its customers to any third-party at its sole discretion.

## **5. Customer Data.**

For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by you to the Services in the course of using the Services. You shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein, and you shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Company is not responsible to you for unauthorized access to Customer Data or the unauthorized use of the Services unless such access is due to Company's gross negligence or willful misconduct. You are responsible for the use of the Services by any person to whom you have given access to the Services, even if you did not authorize such use.

## **6. Warranty Disclaimer.**

THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND COMPANY (FOR ITSELF AND ITS LICENSORS) HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

## **7. Limitation of Liability.**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL COMPANY OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE OR (B) ANY AMOUNT IN EXCESS OF \$100.

## **8. Termination.**

Company reserves the right at any time to suspend your access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event you are in breach of this Agreement, or (iii) in the event the Company detects abuse of the Services. Company may also terminate this Agreement and your access to the Services for convenience upon ten (10) days' prior written notice to you. Sections 2 through 7 shall survive termination of this Agreement.

## **9. Miscellaneous.**

You shall comply with all applicable export laws, restrictions and regulations in connection with your use of the Services, and will not export or re-export the Services in violation thereof. This Agreement is personal to you and you shall not assign or transfer the Agreement or the Services to any third party under any circumstances; Company may assign or transfer this Agreement without consent. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement

is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. Also if you are one of the first ten people to email tore at statsig dot com saying you read this far, he will send you a tee shirt. This Agreement shall be governed by and construed under California without regard to any conflicts of law provisions thereof.