

## **PITCH GAUGE® END-USER LICENSE AGREEMENT**

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#### **7. PRIVACY**

- A.** In the interest of bringing Licensor's customers better products and services, the Software may, from time to time, gather information about the user.
- B. Information Gathered-** The information gathered may include the following non-exhaustive list;
  - i.** Registration data such as username, company name, password, and e-mail address;
  - ii.** Usage & log data, such as location data, project notes, and material lists;
  - iii.** Leads information, including status, notes, and phone number; and
  - iv.** Payment information to support full access to all features.
- C. Uses of Information-** Licensor may use the information it collects to;
  - i.** Provide, personalize, and improve your experience with the Software, as well as products and services made available through the Software, for example by providing customized or localized content and advertising;
  - ii.** Ensure technical functioning of the Software, as well as products and services made available through the Software, including your interaction

with applications, advertising, products and services that are made available, linked to or offered in the Software;

- iii. Communicate with you for Software-related purposes, including promotional e-mails or messages;
- iv. Enforce the EULA, including to protect the rights, property or safety of Licensor, users or any other person and the copyright-protected content of the Software; and
- v. Comply with provisions as otherwise stated in the section 7.

**D. Information Sharing-** This information will be used solely by Licensor and will not be shared, transferred, or otherwise made known to any third party except in the following circumstances:

- i. To allow for a merger, acquisition, or sale of all or a portion of Licensor's assets;
- ii. To respond to legal process (e.g. a court order or subpoena), if Licensor believes in good faith that it is necessary to do so;
- iii. To protect the safety of any person;
- iv. To protect the rights and property of Licensor, including to enforce this EULA;
- v. To address fraud, security or technical issues;
- vi. To inform business partners about use of the Software and products and services made available through the Software, in the form of aggregated statistics or otherwise in a format which does not reveal your identity; or
- vii. If you expressly opt in to such sharing.

**E. Other Sharing**

Licensor may from time to time engage other third party service providers to perform functions and process user data, consistent with section C above. The processing of user data performed by third-party service providers will always be subject to security and confidentiality obligations consistent with this EULA and applicable law.

**F. Security**

Pitch Gauge is committed to protecting the information of its users. Your password protects your user account, so you should use a unique and strong password, limit access to your computer and browser, and sign off after having used the Pitch Gauge® Software. While Licensor takes reasonable data protection precautions, no security measures are completely secure, and Licensor **does not guarantee** the security of use information at any time.

**G. Children**

The Software is not directed to children under the age of 13, and Licensor does not knowingly collect personal information from children under 12. If Licensor, discovers that a child under 13 has provided Licensor with personal information, Licensor will delete it.

**H. Accessing and updating user information**

You can access and amend some of the information Licensor collects about you through your settings. To learn more about the information Licensor stores about you, e-mail [support@pitchgauge.com](mailto:support@pitchgauge.com). Licensor will respond within a reasonable period of time upon verification of your identity.

**I. Changes to this section**

Licensor may make changes to this Section 7 from time to time, so please review this EULA regularly. If Licensor makes changes which it believes are material, Licensor will inform you through the Software. Your continued use of the Software thereafter constitutes acceptance of the changes.

**8. EXPORT RESTRICTIONS**

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If you acquired this Software in the United States, this EULA is governed by the laws of the state of Georgia and you consent to exclusive jurisdiction and venue in the federal courts sitting in Barrow County, Georgia, unless no federal jurisdiction exists, in which case you consent to exclusive jurisdiction and venue in the State and Superior Courts of Barrow County, Georgia. You waive all defenses of lack of personal jurisdiction and forum non conveniens.

#### **13. SEVERABILITY**

If any term of this EULA is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, or if that is not possible, it will be severed from this Agreement. The remaining portions of this Agreement will remain in full force and effect.

#### **14. NO WAIVER**

No waiver of any right under this EULA will be deemed effective unless contained in writing signed by a duly authorized representative of the party against whom the waiver is to be asserted, and no waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future rights arising out of this EULA.

#### **15. FEEDBACK**

If you provide Licensor with any feature requests, comments, suggestions or other feedback (“Feedback”), you hereby: (i) agree that such Feedback is provided on a non-proprietary and non-confidential basis, and (ii) grant Licensor a perpetual, non-exclusive, worldwide, fully paid-up, irrevocable license, with the right to sublicense through multiple levels of sublicenses, to incorporate, disclose, and use without limitation the Feedback for any purpose.

**16. ENTIRE AGREEMENT**

This EULA constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this EULA by any representations or promises not specifically stated herein.