



TERMS OF USE

EFFECTIVE DECEMBER 9, 2015

UPDATED JUNE 15, 2017

PLEASE READ THESE TERMS OF USE CAREFULLY

The following Agreement sets forth the legally binding terms and conditions for use of products or services provided by Catapult Intelligence, LLC (“Provider”), or websites owned by Provider (“Sites”). Provider offers organizations enterprise valuation, intangible asset appraisal, patent drafting, as well as corporate & product development advisory services. Products offered by Provider include standardized tools useful in resolving the uncertainty of product development & entrepreneurial finance. Using our Products as a basis, Provider also engages in short and long-term consulting Services. By using the Products or Services, or any text, scores, rankings, outcomes, results, charts, profiles, graphics, photographs, images (“Data”), as well as summaries, messages, discussions, or other information obtained from Sites, Provider, its licensors, successors or assigns, or other material provided by Provider including copyrights or trademarks owned by Provider (“Content”) in any manner, you (“Participant”) agree to be bound by this Agreement.

THIS SITE DOES NOT PROVIDE ADVICE

Provider engages industry with standardized research tools. We do not sell products or services to investors, nor do we in any way provide direct investment advice to investors. Provider is not registered as a broker-dealer nor an investment advisor. Our Products and Services are intended solely for informative purposes and are not solicitations or offers to buy or sell securities.

Provider does not recommend nor endorse products, services, procedures, opinions, or other Content or information that may be mentioned on the Site that are obtained while performing evaluations of companies using our Products or Services. Reliance on the Site, Data or Content is solely at your own risk.

Provider makes available materials useful in the valuation of closely held business (“Materials”). Materials are intended solely for informative purposes and not considered advice. Please consult with legal and accounting professionals when interacting with Materials on this Site.

SUMMARY OF SERVICES

Provider makes available tools useful in the forward-looking evaluation of small businesses. Our tools comprise a series of standardized questions interrogating business fundamentals. The answers to those



questions are given a score. The combined scores are ranked and weighted based on outcomes; the preferences of crowdfunding investors in the case of Surveyor. These algorithms are periodically updated to reflect changes in the markets. We offer Products and Services to private companies seeking funding, to investment advisors, broker-dealers, funding portals, credit unions and community banks.

ACCEPTABLE USE OF SITE

You as a Participant represent and warrant that, to the best of your knowledge, any information provided to the Site, or Provider to be true and accurate. You agree not to provide information that is false, obscene, defamatory, or that infringes on any intellectual property. You also agree not to interfere with other Participant's ability to use, enjoy, or take advantage of the Site, nor to use the Site or Services made available by Provider for illegal purposes.

You agree not to disclose to any person or entity personally identifiable information about other Participants that you encounter when using Provider's Products or Services without the express written consent of the Participant. You may disclose general information to third parties, subject to the restrictions on commercial use below.

Participants agree not to use the Site, Data, Content, Products or Services for commercial activities without prior written consent from Provider. Participants acknowledge Provider's copyrights, and agree not to use a substantially similar set of questions and answers as a basis for Participant's own commercial purposes. Participants also agree not to use the Site as a means to solicit or promote their services to Participants.

PRIVACY

You as Participant agree that you have read, understood and accept Provider's [Privacy Policy](#).

PURPOSE

You as Participant desire Provider to make available Products or to perform Services on your behalf, and Provider desires to provide said Products or to perform said Services ("Purpose").



ACCEPTANCE OF LICENSE

Products and Services are offered subject to acceptance of all of the terms and conditions contained in these Terms of Use. These Terms of Use apply to every user of Provider's Site, Data, Content, Products, or Services. Some offerings of Provider may be subject to additional terms and conditions by Provider. Your use as Participant of those offerings is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference.

TERMS OF LICENSE

Upon Your acceptance all of the terms and conditions contained in this Agreement, Provider hereby grants a limited, non-exclusive, non-transferable, and revocable license to use our Site, Data, Content, Products or Services solely for the Purpose (the "License").

OWNERSHIP AND USE OF DATA

You as Participant acknowledge and agree that Provider (i) holds all right, title and interest to any Data or Content (ii) has the right to use any Data or Content for any purpose commercial or otherwise and (iii) publicly disclose any de-identified Data or Content arising from this Agreement. Alternative rights of ownership and use of Data are possible under prior written agreement with Provider.

TERMINATION

This Agreement shall terminate upon completion of the Services ("Termination"). Your right and obligation to properly use as Participant and make public any Data, Content or any associated reporting shall not end along with the Termination of this Agreement.

You as Participant agree that Provider may, with or without cause, terminate your ability to participate in the use of the Site, Data, Content, Products or Services offered by Provider without prior notification.

DISCLAIMERS

While Provider's Services contain information provided in good faith, and while every effort has been made to ensure accuracy, Provider accepts no responsibility for any eventuality as a result of reliance placed upon our products and services, and Provider makes no warranty as to the accuracy of any such information or content.



Provider in no way warrants the solvency, financial condition, or investment advisability of any of the companies or their securities mentioned on our Site, in our Data or Content, or via our Products or Services. You as Participant bear responsibility for your own investment research and decisions and should seek advice elsewhere before making, or advising on, investments.

LIMITATION OF LIABILITY

You as Participant expressly agree that Provider will not be liable for consequential, incidental, punitive, special, exemplary, or indirect damages resulting directly or indirectly from the use of or reliance upon any Data or Content made available via the Site or by use of Products or Services offered by Provider.

Any and all material made available by Provider is provided "as is", and Provider makes no warranty of any kind, express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose. Provider is not affiliated with any other firm.

INDEMNIFICATION

You as Participant agree to indemnify and hold harmless Provider, its officers, employees, agents, subsidiaries, affiliates and other partners, from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement.

COPYRIGHT

Catapult Intelligence, LLC is the copyright owner of all text and graphics contained in the descriptions of Catapult Intelligence, or one of its products or services contained on this website. "Catapult Intelligence", "Catapult Surveyor", "Catapult Calculator", "Catapult Reporter", "Catapult Score", "Catapult Mentor", "Catapult Product" and "Underwriting Entrepreneurial Finance" are Copyright 2013-15, Catapult Intelligence, LLC . All rights reserved.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by Massachusetts law, without giving effect to the conflict or choice of law provisions thereunder that would dictate the application of the laws of any other jurisdiction. The exclusive venue for all legal proceedings arising from this Agreement shall be the federal and state courts



situated in Boston, Massachusetts and each party hereby irrevocably consents to submit to the jurisdiction of such courts with respect thereto.

MODIFICATIONS TO THIS AGREEMENT

Provider reserves right to modify this Agreement at any time, without prior notice, by posting amended terms on the Site. Please consider periodically reviewing this Agreement. Your continued use as Participant of Site, Data, Content, Products or Services following the posting of any changes to the Terms of Use constitutes acceptance of those changes. Provider reserves the right to change, suspend or discontinue any Site, Data, Content, Products or Services (including but not limited to the availability of any feature, database, or content) at any time for any reason. Provider may also impose limits on certain features and services or restrict you access to parts or all of the Site, Data, Content, Products or Services without notice nor liability.

ASSIGNMENT

The terms of this Agreement, and any licenses granted hereunder, may not be transferred or assigned by you as Participant, but may be assigned by Provider without restriction. Any attempted transfer or assignment in violation of this Agreement will be deemed null and void.

ENTIRE AGREEMENT/SEVERABILITY

The terms of this Agreement, together with any other agreements you may enter into with Provider in connection with the Site, Data, Content, Products or Services shall constitute the entire agreement between you and Provider concerning the same. If any provision of the terms of this Agreement is deemed invalid then that provision is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

NO WAIVER

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Provider's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.



DMCA POLICY

This policy is intended to implement the procedures set forth in 17 U.S.C. Section 512 and the Digital Millennium Copyright Act (“DMCA”) for the reporting of alleged copyright infringement. It is the Provider’s policy to respect the legitimate rights of copyright owners, their agents, and representatives. Users of any part of the Provider’s computing system are required to respect the legal protections provided by applicable copyright law.

Upon receipt of proper notification of claimed infringement, Provider will follow the procedures outlined herein and in the DMCA.

COMPLAINT NOTICE PROCEDURES FOR COPYRIGHT OWNERS

The following elements must be included in your copyright infringement claim:

1. An electronic or physical signature of the copyright owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notice, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material.
4. Information reasonably sufficient to permit the Company to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has 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.
6. A statement that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Failure to include all of the above information may result in a delay of the processing or the DCMA notification.



NOTICE AND TAKEDOWN PROCEDURE

It is expected that all users of any part of the Provider's system will comply with applicable copyright laws. However, if Provider receives proper notification of claimed copyright infringement it will respond expeditiously by removing, or disabling access to, the material that is claimed to be infringing or to be the subject of infringing activity. Provider will comply with the appropriate provisions of the DMCA in the event a counter notification is received.

REPEAT INFRINGERS

Under appropriate circumstances, Provider may, in its discretion, terminate authorization of users of its system or network who are repeat infringers.

ACCOMMODATION OF STANDARD TECHNICAL MEASURES

It is Provider policy to accommodate and not interfere with standard technical measures it determines are reasonable under the circumstances, i.e., technical measures that are used by copyright owners to identify or protect copyrighted works.