

SAWTOOTH SOFTWARE TERMS OF USE

Date of last revision: October 30, 2023

PLEASE READ THESE TERMS OF USE (“Terms”) CAREFULLY BEFORE USING ANY SAWTOOTH SOFTWARE (“Sawtooth”) PLATFORM.

If you live in or are accessing services from any of the following countries or regions, country specific additional terms may apply to you and are viewable at the bottom of these Terms. We display the country/region within the Terms when applicable. These additional terms override the Terms below to the extent of any inconsistency.

Argentina, Australia, Brazil, Canada, Colombia, Hong Kong, Japan, Philippines, or any European Union country (including specific terms for Austria, Belgium, France, Germany, Italy, Poland, and Switzerland).

Welcome to the Sawtooth community! You are reading these Terms because you are using a Sawtooth application or product, website, digital experience, social media platform, mobile app, Analytics service, Support service, or one of our other ancillary services, all of which are part of Sawtooth’s Platform (“Platform”). You may access the Platform through a computer, mobile phone, tablet, console, or other technology, which we refer to here as a “Device”. Your carrier’s normal rates and fees apply to your Device.

These Terms create a legally binding agreement between you and Sawtooth and its subsidiaries and affiliates (which we may refer to as “Sawtooth,” “we,” “us,” or “our”) regarding your use of the Platform. Please review our [List of Local Entities](#) for the name of the Sawtooth entity responsible for providing the Platform to you and the appropriate contact information. A few important points:

- **Our Terms May Change. Some jurisdictions do not permit unilateral updates or changes to consumer terms, so this paragraph may not apply to you. [See Canada terms.]** We may update these Terms from time to time. If a material change is made, we will post a notice on the Platform or send you a notification. Read through any changes, and if you don’t agree to them, please stop using the Platform. If you continue to use our Platform after we notify you of changes, you will be deemed to have accepted the updated Terms, except to the extent prohibited by applicable law.
- **Privacy Policy.** Our [Privacy Policy](#) describes the collection and use of personal information on the Platform and applies to your use of the Platform.
- **Important Notice for ALL Users. Sawtooth is not responsible or liable for the results of your projects or business/academic performance through your use of the Platform.**

1. GROUND RULES

Eligibility. You are only eligible to use the Platform if you are at least 16 years old or if we have obtained your parent or guardian’s written consent – please have your parent or legal guardian contact legal@sawtoothsoftware.com.

Rules for Registration. When you register for an account with us, the following rules apply:

- **Be True:** Provide accurate and current registration information.

- **Be You:** Keep your registration personal. Do not register for more than one Sawtooth account, register a Sawtooth account on behalf of someone else, share your account with someone else, or transfer your account.
- **Be Secure:** Keep your username, password, and other login credentials secure and do not allow anyone else to know your account information or use your account.
- **Be Responsible:** Inform Sawtooth immediately of any unauthorized use of your Sawtooth account. You are responsible for anything that happens through your Sawtooth account – with or without your permission. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, Sawtooth IS NOT RESPONSIBLE FOR ANY LOSS OR ACTIVITY THAT RESULTS FROM THE UNAUTHORIZED USE OF YOUR ACCOUNT.

2. OWNERSHIP OF CONTENT

Except for User Content (defined below in Section 3), all of the content on our Platform - including text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, articles, news stories, general artwork, and other content ("Content") - is owned by Sawtooth or others we license Content from, and is protected by copyright, trademark, patent, and other laws. Sawtooth reserves all rights not expressly described in these Terms.

- All trademarks, service marks and trade names (e.g., the Sawtooth name and the Sawtooth mountains and lighthouse designs) are owned, registered and/or licensed by Sawtooth. You do not acquire a license or any ownership rights to any trademarks, service marks, or trade names through your access or use of the Platform or Content.
- You agree not to change or delete any ownership notices from materials downloaded or printed from the Platform.
- To the extent Sawtooth approves the download or use of Content comprised of copyrights or copyrightable works, Sawtooth grants you a limited, personal, non-transferable, non-sublicensable, and revocable license to access and use such copyrights or copyrightable works solely for their intended purpose and solely for as long as Sawtooth makes such Content generally available to the public. You do not acquire any ownership rights in the Content (including any trademarks or other intellectual property included in the Content), and all such Content is intended for use only under the applicable license to access and use. Sawtooth reserves the right to monitor your use and to alter or revoke this license or your access to the Content at any time and for any reason. Sawtooth reserves the right to take down any Content in violation of these terms or Sawtooth's intellectual property rights. Sawtooth allowing you this limited use does not constitute a waiver of any of Sawtooth's rights to the Content.
- Outside of the specific usage rights granted to you by Sawtooth in connection with the Platform, you agree not to use, copy, edit, translate, display, distribute, download, transmit, sell, create derivative works of, or in any way exploit any Content, including User Content (unless it is your own User Content that you legally post on the Platform), without Sawtooth's prior written consent or implied consent (e.g., our tech support or web administrator provides you with an answer to your question). However, any use under an implied consent should never be construed as the conveyance of ownership, right to distribute/disseminate, or right to sub-

license. If in doubt, please contact legal@sawtoothsoftware.com. Unauthorized use of the Content may constitute a breach of copyright, trademark, or other intellectual property laws and may subject you to criminal or civil charges and penalties.

3. POSTING CONTENT PUBLICLY ON THE PLATFORM

User Content License. Some parts of the Platform allow you to post photos, videos, comments, and other content, which we refer to as “User Content.” Sawtooth is not responsible for User Content others post to the Platform. User Content is owned by you or whoever created it, but when you post User Content you license it to Sawtooth as described below:

- You represent that you have the right to post your User Content, and you grant Sawtooth a non-exclusive, perpetual, transferable, sub-licensable, royalty-free, worldwide license to use any of the User Content that you post on or in connection with the Platform, including the likeness of any person that appears in the User Content, or any of the concepts or ideas contained in the User Content, for any purpose, including commercial use, which includes the right to translate, display, reproduce, modify, create derivative works, sublicense, distribute, and assign these rights. Sawtooth may, in its sole discretion, remove any User Content at any time. **[See Argentina, Colombia, Belgium, and Philippines terms.]**
- You understand that deleted User Content may persist in Sawtooth’s systems and on the Platform to the extent your User Content has been publicly posted or shared with others who have not deleted it unless you or the relevant individual request deletion or blocking of personal data in accordance with applicable law.

LICENSE TO USE COMMENTS, FEEDBACK, AND IDEAS. You understand that any comments, feedback, or ideas you voluntarily send us are provided on a non-confidential basis and you grant to Sawtooth a perpetual, worldwide license to use all comments, feedback, and ideas you may share with us, without notice, compensation or acknowledgement to you, for any purposes whatsoever, including, but not limited to, developing, manufacturing, and marketing products and services and creating, modifying, or improving products and services. **[See Colombia and Belgium terms.]** However, we will keep your name and company information anonymous if we decide to publicize and share any of your comments, feedback, or ideas unless you freely give us permission to do otherwise.

4. USER CODE OF CONDUCT

We’re excited to have you contribute to the Sawtooth community. Here are a few basic rules:

- **Be Original.** Only post User Content to the Platform if you have all permissions and rights needed to make that User Content available, including from any individuals who appear or are mentioned in your User Content.
- **Be Safe.**
 - Do not do anything that may expose Sawtooth or its users to any type of harm, including anything that may disrupt, damage, disable, tamper with, overburden, or limit the functionality of the Platform.

- Do not post User Content that contains potentially harmful software viruses, programs, or other computer code.
- Do not attempt to circumvent or modify any Platform software or security technology.
- Do not use any data mining, robots, scraping, or similar data gathering methods.
- Do not post personal information to the Platform - yours or anybody else's.
- **Be Personal.**
 - Do not post any advertising, solicitation, or commercial content on the Platform or accept payment from a third party in exchange for performing commercial activity on the Platform.
 - Do not collect or solicit personal information from other Platform users or send unsolicited messages.
 - Do not use automated technology to interact with the Platform.
 - **Be Appropriate.** Respect the community and do not post User Content, link to a website, or do anything that is illegal, misleading, malicious, harassing, inaccurate, discriminatory, or otherwise objectionable or inappropriate or which violates any applicable laws. Sawtooth has the right to prescreen, monitor, or remove User Content – but we have no obligation to do so.
 - **Be Yourself.** Do not impersonate any person or organization, including an academic researcher, an employee/agent of a customer, or a Sawtooth employee.
- **HAVE FUN SURVEYING AND USING THIS PLATFORM!**

5. COPYRIGHT INFRINGEMENT

Please consult your legal advisor before filing a notice with us because there may be penalties for false claims. Sawtooth may terminate the accounts of Platform users found to infringe third party copyrights.

If you believe that your work has been improperly copied to the Platform, such that it constitutes infringement, please provide us with the following information [**See France terms.**]:

(1) name, address, telephone number, email address and an electronic or physical signature of the copyright owner or of the person authorized to act on his/her behalf;

(2) a description of the copyrighted work that you claim has been infringed;

(3) a description of where on the Platform the content that you claim is infringing is located;

(4) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(5) a statement by you, made under penalty of perjury (depending on applicable law), 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.

Send copyright infringement complaints to:

Legal Department (Copyright)
3210 N. Canyon Rd., Suite 202, Provo, Utah, 84604, USA

Telephone: +1 801 477 4700

legal@sawtoothsoftware.com

6. PARTNERS ON & BEHIND THE PLATFORM

Partners On the Platform. From time to time, Sawtooth may link to or partner with third-party websites, social media platforms, mobile apps, and other products and services (“Third Parties”). You may be able to connect with these Third Parties through the Platform, but this does not mean Sawtooth endorses, monitors, or has any control over these Third Parties or their activities, which are subject to separate terms of use and privacy policies. You should carefully review any Third Party’s sites and terms of use and privacy policy. **Sawtooth is not responsible for the content, policies, or activities of Third Parties, and you interact with Third Parties at your own risk.**

Partners Behind the Platform (aka. The “Sub-processors”). We use [Sub-processors](#) to process and store your account information and User Content (together with account information, “User Data”). Sub-processors are the cloud service providers like Rackspace, AWS, Microsoft Azure, and Oracle. User Data will be processed and stored in the Sub-processors’ data centers in the United States (US). We may transfer your data from one Sub-processor’s data center in the US to another Sub-processor’s data center in the US from time to time. We are not required to provide notice to you when we do so. If you live in United Kingdom (UK) or European Economic Area (EEA), we are required to provide you with a [Data Processing Addendum](#) (DPA) and the [Standard Contractual Clauses](#) (SCCs) in addition to you accepting these Terms of Use. In the SCCs, you may find all the data transferring information and security mechanisms involved to export/import your data from an adequate country to a non-adequate country for processing. If you don’t feel safe or comfortable with our Sub-processors or the provisions regarding to your data being transferred and processed in the US, please do not use our website or provide any of User Data to us.

Partners Behind the Platform (aka. “Cookies”). We use Cookies to track user activities for the purpose of conducting analytics, improving our Content, and archiving research data for longitudinal comparisons. You can learn more about each Cookie and the types of Cookies that we use with the Content by clicking on our [Cookie Policy](#) and/or the Cookies banner whenever the Cookie banner appears as you access and use our Content.

Do Not Sell Your Information. We will never sell User Content to any third party.

7. IMPORTANT DISCLAIMERS

USER ACTIVITY. [See Canada, Germany, and Italy terms, because the following exclusions and limitations may not apply to you.] The Platform may include features that promote Sawtooth products and services. They are for your informational purposes only and are not intended as, and should never replace, business consulting advice.

- Consider the risks involved and consult with your organization/company/institute before becoming a User.
- Never disregard professional medical advice or delay in seeking it.
 - TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, Sawtooth IS NOT RESPONSIBLE OR LIABLE FOR ANY INJURIES OR DAMAGES YOU MAY SUSTAIN (MENTALLY, PHYSICALLY, AND SPIRITUALLY) THAT RESULT FROM YOUR USE OF, OR INABILITY TO USE, THE PLATFORM.

USER INTERACTIONS. To the extent allowed by applicable law, we are not responsible for your interactions with other users and respondents of the Platform or any damage or harm you may experience because of these interactions. [See Italy terms.]

- Be responsible and take precautions when interacting with other users (including users you do not know) and respondents on the Platform. Sawtooth is under no obligation to become involved with any user or respondent dispute, but Sawtooth may elect to do so at its own discretion.

WARRANTY DISCLAIMER. Some jurisdictions do not permit certain limitations or exclusions on liabilities, legal warranties and remedies, so these exclusions and limitations may not apply to you. [See Australia, Canada and Germany terms.]

- The Platform, Content, and the materials and products on this Platform are provided "AS IS." We aren't making any promises of any kind, including about the Platform's accuracy, adequacy, usefulness, reliability or otherwise. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, Sawtooth IS NOT RESPONSIBLE OR LIABLE FOR ANY USER CONTENT POSTED ON THE PLATFORM.
- Sawtooth does not guarantee that the Platform will be uninterrupted or error-free, that any defects will be corrected, or that the Platform is free of viruses or anything else harmful.
- To the fullest extent permitted by law, Sawtooth disclaims all warranties, express or implied, regarding the Platform, Content, User Content and any products or services you may obtain or access through the Platform, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.
- You are solely responsible for any damage to your Device resulting from accessing the Platform, to the extent applicable law does not provide otherwise.
- We hope you enjoy and get the full benefit of the Platform; however, we do not guarantee any results.

8. WARRANTIES PROVIDED BY USERS.

- You understand and agree that you will not use this platform to collect or submit any information about yourself or another that is categorized as sensitive or confidential (other than your account information) under applicable laws.

- You understand and agree that you will not use this platform to collect or submit any information from/about a vulnerable population.
- You understand and agree that, wherever possible, you will follow best practices to anonymize, deidentify, or tokenize personal information in your survey.
- You shall anonymize or deidentify sensitive survey data prior to sending the survey data to us for any service request.
- You understand and agree that you will comply with applicable data protection and privacy laws and regulations of the US and wherever you collect your survey data from.
- You understand your duties to your survey respondents as a data controller and your legal obligations under applicable laws, and you accept them all.
- You understand and agree that you must download a copy of your User Content if needed, uninstall any Sawtooth software (for example, if you are a Lighthouse user), and delete all of your User Content from the Platform if possible and when you no longer wish to access or use your account.
- You understand and agree to never reverse engineer the Platform in part or in whole.
- You understand and agree to never copy, share, distribute, reproduce, modify, market, sell, sublicense, or publish the Platform program code in part or in whole.
- You understand and agree that you are not a software/application competitor of Sawtooth and do not intend to become one.
- You understand and agree that you only have a temporary, freely revocable, limited, worldwide license to access and use the Platform.
- You understand and agree that you will not or attempt to remove any Sawtooth or its product name or logo from the Platform.
- You understand and agree that you have no right to use Sawtooth or its product name or logo outside of the Platform unless you have written and explicit authorization to do otherwise.
- You understand and agree that you will disclose Sawtooth Software as the provider of the Platform and data processor to your survey respondents at the time of data collection.
- You understand and agree that you must obtain freely given consent from any survey respondent prior to or at the time of the collection of their data.

- You understand and agree to conduct both the Data Protection Impact Assessment and Transfer Impact Assessment in compliance with the applicable laws and regulations where the majority of your survey respondents reside, and you shall provide us with a copy upon request.

TERMINATION (NOT APPLICABLE TO PAID CUSTOMERS)

Sawtooth may terminate or modify any Sawtooth Platform, member program, product, or service at any time without notice.

Sawtooth may terminate or suspend your account, delete your profile or any of your User Content, and restrict your use of all or any part of the Platform at any time and for any reason, without any liability to Sawtooth, subject to applicable law.

- You understand and agree that some of your User Content, particularly that which is displayed in an activity feed or in other public places on the Platform, may continue to appear publicly even after your account is terminated, subject to your right to have your User Content removed upon request in accordance with applicable law.
- These Terms remain in effect even after your account is terminated or you have stopped using the Platform.

9. INDEMNIFICATION / LIMITATION OF LIABILITY

We want you to enjoy our Platform, but Sawtooth must also protect itself from any damage you may cause.

Indemnification and RELEASE. Some jurisdictions do not permit certain limitations or exclusions on liabilities, legal warranties and remedies, so these exclusions limitations may not apply to you.

[See Canada, France, Germany and Hong Kong terms.] You agree to indemnify, defend, and hold harmless Sawtooth, its officers, directors, employees, agents, licensors and suppliers (the "Sawtooth Parties") from and against all claims, losses, liabilities, expenses, damages, and costs, including, without limitation, attorneys' fees, arising from or relating in any way to your User Content, your use of Content, your use of the Platform, your conduct in connection with the Platform or with other Platform users, or any violation of these Terms of Use, any law or the rights of any third party. You, for yourself and on behalf of your heirs, estate, insurers, successors, and assigns, hereby fully and forever release and discharge the Sawtooth Parties from any and all claims or causes of action you may have for damages relating in any way to your use of the Platform.

LIMITATION OF LIABILITY. Some jurisdictions do not permit certain limitations or exclusions on liabilities, legal warranties and remedies, so these exclusions/limitations may not apply to you.

[See Canada, France, Germany, Hong Kong and Philippines terms.] NONE OF THE Sawtooth PARTIES WILL BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION FOR ANY LOST PROFITS OR LOST DATA, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PLATFORM OR THE PERFORMANCE OF THE PRODUCTS PURCHASED THROUGH THE PLATFORM OR THE CONDUCT OF OTHER PLATFORM USERS (WHETHER ONLINE OR OFFLINE), OR ATTENDANCE AT A Sawtooth EVENT OR Sawtooth PARTNER EVENTS, OR ANY USER CONTENT OR ANY OTHER ACTIVITY IN CONNECTION WITH THE USE OF THE PLATFORM, EVEN IF Sawtooth HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME TOTAL

RESPONSIBILITY FOR YOUR USE OF THE PLATFORM. YOUR ONLY REMEDY AGAINST Sawtooth IN CONNECTION WITH ANY DAMAGES ARISING FROM YOUR USE OF THE PLATFORM OR ANY CONTENT IS TO STOP USING THE PLATFORM. IF Sawtooth IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF THE PLATFORM OR ANY CONTENT, SAWTOOTH'S LIABILITY SHALL NOT EXCEED US\$100.00 OR EURO 100.00 IF YOU LIVE IN EUROPE.

10. DISPUTES / ADDITIONAL TERMS

Choice of Law/Jurisdiction

If you live in any of the following countries/regions, different “Choice of Law/Jurisdiction” terms may apply to you: Argentina, Austria, Brazil, Canada, France, Germany, Hong Kong, Italy, Philippines, Poland, Switzerland, **and all other** European countries.

- You agree that the Platform, Terms, Privacy Policy, and any dispute between you and Sawtooth shall be governed in all respects by Utah law, without regard to the choice of law provisions, and not by the 1980 U.N. Convention on Contracts for the International Sale of Goods.
- Except where prohibited by applicable law, and without limitation to any statutory rights for consumers, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the Platform (including but not limited to the purchase of Sawtooth products) shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Utah County, Utah, USA.
- You consent to waive all defenses of “lack of personal jurisdiction” and “inconvenient forum” with respect to venue and jurisdiction in the state and federal courts of Utah County, Utah.
- All claims shall be brought within one (1) year after the claim arises, except to the extent a longer period is required by applicable law.

Electronic Communications

- By using the Platform, if you opt in and agree to receive certain electronic communications from Sawtooth, subject to applicable law, you will receive electronic communications from Sawtooth. However, you may click “unsubscribe” to the electronic communications at any time and modify your communication preferences.
- You agree that any notice, agreement, disclosure, or other communication that Sawtooth sends you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Right to Assign, No Waivers, Severability

- Sawtooth may assign its rights and duties under these Terms to any party at any time without notice to you, unless notice to you is required by applicable law, but this will not affect your rights or our obligations under these Terms.
- Sawtooth’s failure to insist upon or enforce strict performance of these Terms is not a waiver of any of these Terms or Sawtooth’s rights. Users should always assume these Terms apply.

- If any provision in these Terms is held invalid or unenforceable, the remainder of these Terms shall continue to be enforceable.

Thanks for reading. Please enjoy our community!

COUNTRY/REGION SPECIFIC TERMS

If you live in one of the following countries or regions these additional terms apply and override any inconsistent terms in the Terms of Use.

ARGENTINA

Section 3 (POSTING CONTENT ON THE PLATFORM): the first bullet point paragraph under sub-section "USER CONTENT LICENSE" is deleted and replaced with the following:

"You grant Sawtooth a non-exclusive, transferable, royalty-free, worldwide license to display the User Content that you post on or in connection with the Platform and to share it with other Users, including the right to translate, display, reproduce, modify, create derivative works of, sublicense and distribute the User Content.

For example, we need these rights so we can copy your User Content into our databases, display it in the correct format across our mobile applications, and send your User Content to vendors who perform services on Sawtooth's behalf."

Section 10 (DISPUTES/ADDITIONAL TERMS): this section is modified as follows:

The sub-section titled "CHOICE OF LAW/JURISDICTION" is hereby deleted and replaced with the following (except the last bullet point regarding bringing claims, which remains unchanged):

"Choice of Law/Jurisdiction

- You agree that the Platform, Terms, Privacy Policy and any dispute between you and Sawtooth shall be governed in all respects by Argentine law."

AUSTRALIA

Section 7 (IMPORTANT DISCLAIMERS): this section is modified as follows:

The sub-section titled "WARRANTY DISCALIMER" is modified by adding the following:

"However, the Platform, Content, and the materials and products on this Platform come with certain guarantees that cannot be excluded for the benefit of Australian customers under Australian consumer law ("ACL"), including guarantees as to the acceptable quality and fitness of purpose of products. Nothing in these Terms will be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by the ACL and which by law cannot be excluded, restricted or modified, even if any other term of these Terms would otherwise suggest that this might be the case."

BRAZIL

Section 10 (DISPUTES/ADDITIONAL TERMS): this section is modified as follows:

The sub-section titled "CHOICE OF LAW/JURISDICTION" is deleted and replaced with the following:

"Choice of Law/Jurisdiction

- You agree that the Platform, Terms, Privacy Policy and any dispute between you and Sawtooth shall be governed in all respects by Brazilian law, without regard to choice of law provisions, and not by the 1980 U.N. Convention on Contracts for the International Sale of Goods.
- Except where prohibited, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the Platform (including but not limited to the purchase of Sawtooth products) shall be resolved individually, without resort to any form of class action, and exclusively in Brazil."

CANADA

Introductory Paragraph:

The section titled "Our Terms May Change" is qualified by the following:

"(a) Sawtooth must send to you, at least 30 days before the amendment comes into force, a written notice drawn up clearly and legibly, setting out the new clause and the date of the coming into force of the amendment; and

(b) you may refuse the amendment and rescind or, in the case of a contract involving sequential performance, delete your account without cost, penalty or cancellation indemnity by sending Sawtooth a notice to that effect no later than 30 days after the amendment comes into force, if the amendment entails an increase in your obligations or a reduction in Sawtooth's obligations."

MULTIPLE SECTIONS: The terms set forth in the sections titled "User Activity", "Warranty Disclaimer", "Indemnification/Limitation of Liability", and "Limitation of Liability" are qualified by the following:

"Consumer protection laws in some jurisdictions, including Quebec, do not allow for the limitations and exclusions of warranties on purchased products. If these laws apply to you, the exclusions or limitations in the following sections may not apply: Physical Activity, Warranty Disclaimer, Indemnification/Limitation of Liability, and Limitation of Liability."

SECTION 10 (DISPUTES/ADDITIONAL TERMS): this section is modified as follows:

The sub-section titled "CHOICE OF LAW/JURISDICTION" is modified by adding the following at the beginning of the section:

"Consumer protection laws in some jurisdictions, such as Quebec, might require that your agreement be governed by the laws of your jurisdiction and heard by competent courts in your jurisdiction. In addition, such laws may not allow you to waive your right to be part of a class action or to limit your time limitation to commence legal proceedings. If these laws apply to you, the following limitations may not be applicable."

COLOMBIA

Section 3 (POSTING CONTENT ON THE PLATFORM): the sub-section titled "USER CONTENT LICENSE" is modified as follows:

The first bullet point paragraph under USER CONTENT LICENSE is deleted and replaced with the following:

“You grant Sawtooth a non-exclusive, indefinite, transferable, sub-licensable, royalty-free, worldwide license to use any of the User Content that you post on or in connection with the Platform, including the likeness of any person that appears in the User Content, or any of the concepts or ideas contained in the User Content, for any purpose, including commercial use, which includes the right to translate, display, reproduce, modify, create derivative works, sublicense, distribute and assign these rights.”

Section 3 (POSTING CONTENT ON THE PLATFORM): the sub-section titled “LICENSE TO USE COMMENTS, FEEDBACK AND IDEAS” is deleted in its entirety and replaced with the following:

“AUTHORIZATION TO USE COMMENTS, FEEDBACK, AND IDEAS. You grant to Sawtooth an indefinite, worldwide authorization to use all comments, feedback, and ideas you may share with us, without notice, compensation, or acknowledgement to you, for any purposes whatsoever, including, but not limited to, developing, manufacturing, and marketing products and services and creating, modifying, or improving products and services.”

HONG KONG

Section 9 (INDEMNIFICATION / LIMITATION OF LIABILITY): This section is deleted and replaced with the following:

"Indemnification and release. You agree to indemnify, defend, and hold harmless Sawtooth Inc., its affiliates, officers, directors, employees, agents, licensors and suppliers (the **“Sawtooth Parties”**) from and against all claims, losses, liabilities, expenses, damages and costs (including attorneys' fees), arising from or relating in any way to your User Content, your use of Content, your use of the Platform, your conduct in connection with the Platform or with other Platform users, or any violation of these Terms, any law or the rights of any third party.

Limitation of liability. Except to the extent permitted by applicable laws, you agree:

- that none of the Sawtooth Parties will be liable for any special, incidental or consequential damages (including any lost profits or lost data) that result from the use of, or the inability to use, the Platform or the performance of the products purchased through the Platform or the conduct of other Platform Users (whether online or offline), or attendance at a Sawtooth event or Sawtooth partner events, or any User Content or any other activity in connection with the use of the Platform, even if Sawtooth has been advised of the possibility of such damages;
- you assume total responsibility for your use of the Platform; and
- if Sawtooth is found to be liable to you for any damage or loss which is in any way connected with your use of the Platform or any Content, Sawtooth's liability shall not exceed the greater of: (1) the amount you have paid to us under these Terms for your use of the Platform or any Content, or (2) US\$100.00.”

Section 10 (DISPUTES/ADDITIONAL TERMS): The first bullet point under the sub-section titled "CHOICE OF LAW/JURISDICTION" is deleted in its entirety.

JAPAN

Section 9 (INDEMNIFICATION/LIMITATION OF LIABILITY): this section is modified as follows:

The sub-section titled "LIMITATION OF LIABILITY" is deleted in its entirety and replaced with the following:

LIMITATION OF LIABILITY. NONE OF THE Sawtooth PARTIES WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION FOR ANY LOST PROFITS OR LOST DATA, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PLATFORM OR THE PERFORMANCE OF THE PRODUCTS PURCHASED THROUGH THE PLATFORM OR THE CONDUCT OF OTHER PLATFORM USERS (WHETHER ONLINE OR OFFLINE), OR ATTENDANCE AT A Sawtooth EVENT OR Sawtooth PARTNER EVENTS, OR ANY USER CONTENT OR ANY OTHER ACTIVITY IN CONNECTION WITH THE USE OF THE PLATFORM, EVEN IF Sawtooth HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM. YOUR ONLY REMEDY AGAINST Sawtooth IN CONNECTION WITH ANY DAMAGES ARISING FROM YOUR USE OF THE PLATFORM OR ANY CONTENT IS TO STOP USING THE PLATFORM. IF Sawtooth IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF THE PLATFORM OR ANY CONTENT, SAWTOOTH'S LIABILITY SHALL NOT EXCEED US\$100.00 OR EURO 100.00 IF YOU LIVE IN EUROPE.

Section 10 (DISPUTES/ADDITIONAL TERMS): this section is modified as follows:

The sub-section titled "CHOICE OF LAW/JURISDICTION" is deleted in its entirety and replaced with the following:

"Choice of Law/Jurisdiction

- You agree that the Platform, Terms, Privacy Policy and any dispute between you and Sawtooth shall be governed in all respects by Japanese law, without regard to choice of law provisions, and not by the 1980 U.N. Convention on Contracts for the International Sale of Goods.
- Except where prohibited by applicable law, and without limitation to any statutory rights for consumers, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the Platform (including but not limited to the purchase of Sawtooth products) shall be resolved individually, without resort to any form of class action, and exclusively in the courts located in Tokyo, Japan.
- All claims shall be brought within one (1) year after the claim arises, except to the extent a longer period is required by applicable law.

PHILIPPINES

Section 2 (OWNERSHIP OF CONTENT): The third bullet point of this Section is revised as follows:

- To the extent Sawtooth approves the download or use of Content comprised of copyrights or copyrightable works, Sawtooth grants you a limited, personal, non-transferable, and non-assignable right to access and use such copyrights or copyrightable works solely for their intended purpose and solely for as long as Sawtooth makes such Content generally available to the public. You do not acquire any ownership rights or any form of license in the Content (including any trademarks or other intellectual property included in the Content), and all such

Content is intended for personal, non-commercial use. Sawtooth reserves the right to monitor your use and to alter or revoke the same or your access to the Content at any time and for any reason. Sawtooth reserves the right to take down any Content in violation of these terms or Sawtooth's intellectual property rights. Sawtooth allowing you this limited use does not constitute a waiver of any of Sawtooth's rights to the Content.

Section 3 (POSTING CONTENT OF THE PLATFORM): This section is revised as follows:

User Content License. Some parts of the Platform allow you to post photos, videos, comments, and other content, which we refer to as "User Content." Sawtooth is not responsible for User Content others post to the Platform. User Content is owned by you or whoever created it, but when you post User Content you agree as follows:

- You represent that you have the right to post your User Content, and you agree to execute all relevant documents to grant Sawtooth a non-exclusive, perpetual, transferable, sub-licensable, royalty-free, worldwide license to use any of the User Content that you post on or in connection with the Platform, including the likeness of any person that appears in the User Content, or any of the concepts or ideas contained in the User Content, for any purpose, including commercial use, which includes the right to translate, display, reproduce, modify, create derivative works, sublicense, distribute and assign these rights. Sawtooth may, in its sole discretion, remove any User Content at any time.
- You understand that deleted User Content may persist in Sawtooth's systems and on the Platform to the extent your User Content has been publicly posted or shared with others who have not deleted it unless you or the relevant individual request deletion or blocking of personal data in accordance with applicable law.

Section 9 (INDEMNIFICATION / LIMITATION OF LIABILITY): The sub-section titled "LIMITATION OF LIABILITY" is deleted and replaced with the following:

"To the extent allowed under applicable law, none of the Sawtooth parties will be liable for any special, incidental or consequential damages, including without limitation for any lost profits or lost data, that result from the use of, or the inability to use, the Platform or the performance of the products purchased through the Platform or the conduct of other Platform Users (whether online or offline), or attendance at a Sawtooth event or Sawtooth partner events, or any User Content or any other activity in connection with the use of the Platform, even if Sawtooth has been advised of the possibility of such damages. If Sawtooth is found to be liable to you for any damage or loss which is in any way connected with your use of the Platform or any Content, Sawtooth's liability shall not exceed US\$100.00 or Euro 100.00 if you live in Europe, without prejudice to any applicable law."

Section 10 (DISPUTES/ADDITIONAL TERMS): The first bullet point under the sub-section titled "CHOICE OF LAW/JURISDICTION" is deleted in its entirety.

EUROPEAN COUNTRIES

The following revisions apply to all European countries, except Austria, France, Germany, Italy, Poland and Switzerland, which have other specific revisions to these terms applicable to European Countries.

Section 10 (DISPUTES/ADDITIONAL TERMS): this section is modified as follows:

The sub-section titled “CHOICE OF LAW/JURISDICTION” is deleted in its entirety and replaced with the following (except the last bullet point regarding bringing claims, which remains unchanged):

“Choice of Law/Jurisdiction

- You agree that the Platform, Terms, and any dispute between you and Sawtooth shall be governed in all respects by Dutch law, without regard to choice of law provisions, and not by the 1980 U.N. Convention on Contracts for the International Sale of Goods.
- Except where prohibited and without limitation to any statutory rights for consumers, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the Platform (including but not limited to the purchase of Sawtooth products) shall be resolved and exclusively in the competent courts of Amsterdam, the Netherlands.”

AUSTRIA

Section 10 (DISPUTES/ADDITIONAL TERMS): this section is replaced with the version for European Countries below, except the following is added at the end:

“All claims shall be brought within three (3) years after the claim arises.”

BELGIUM

Section 3 (POSTING CONTENT ON THE PLATFORM): this section is modified as follows:

The first bullet point paragraph under the sub-section titled “USER CONTENT LICENSE” is deleted in its entirety and replaced with the following:

“You grant Sawtooth a non-exclusive, perpetual (or at least for the duration of the legal protection of the intellectual property rights/image rights which may lie in the User Content), transferable, sub-licensable, royalty-free, worldwide license to use any of the User Content that you post on or in connection with the Platform, including the likeness of any person that appears in the User Content, or any of the concepts or ideas contained in the User Content, for any purpose, including commercial, promotional and operational use, which includes the right to translate, display, reproduce, modify, create derivative works, sublicense, distribute and assign these rights.”

The sub-section titled “LICENSE TO USE COMMENTS, FEEDBACK AND IDEAS” is deleted in its entirety and replaced with the following:

“LICENSE TO USE COMMENTS, FEEDBACK, AND IDEAS. You grant to Sawtooth a perpetual (or at least for the duration of the legal protection of the intellectual property rights/image rights which may lie in the comments, feedback and ideas), worldwide license to use all comments, feedback and ideas you may share with us, without notice, compensation or acknowledgement to you, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.”

FRANCE

Section 5 (COPYRIGHT INFRINGEMENT): the second paragraph in this section is deleted in its entirety and replaced with the following:

“If you believe that your work has been improperly copied to the Platform, such that it constitutes infringement, please provide us with the following information:

- (1) date of the notification;
- (2) if the claimant is a natural person: name, surname, profession, address, nationality, place and date of birth;
- (3) if the claimant is a legal person: name, form, registered office and the entity representing it for legal purposes;
- (4) name and address of the recipient, or if a legal person, its name and registered office;
- (5) a description of the facts at issue and the precise location;
- (6) the grounds on which the content should be withdrawn, including relevant legal provisions and justification of facts; and
- (7) a copy of the correspondence sent to the author or editor of the litigious information or activity requesting their interruption, withdrawal or modification or an explanation that the author or editor could not be contact.”

Section 9 (INDEMNIFICATION/LIABILITY): this section is modified as follows:

The sub-section titled “Indemnification and Release” is deleted in its entirety and replaced with the following:

“Indemnification. You agree to indemnify, defend, and hold harmless Sawtooth Inc., its affiliates, officers, directors, employees, agents, licensors and suppliers (the “Sawtooth Parties”) from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, attorneys' fees, arising from or relating in any way to your User Content, your use of Content, your use of the Platform, your conduct in connection with the Platform or with other Platform users, or any violation of these Terms of Use, any law or the rights of any third party.”

The sub-section titled “LIMITATION OF LIABILITY” is deleted in its entirety.

Section 10 (DISPUTES/ADDITIONAL TERMS): the sub-section titled “CHOICE OF LAW/JURISDICTION” is deleted in its entirety and replaced with the following:

“Choice of Law/Jurisdiction

Nothing in this paragraph shall deprive you of the protection afforded to consumers by the mandatory rules of law of the country in which you live.

- You agree that the Platform, Terms, and any dispute between you and Sawtooth shall be governed in all respects by Dutch law, without regard to choice of law provisions, and not by the 1980 U.N. Convention on Contracts for the International Sale of Goods.

- Except where prohibited and without limitation to any statutory rights for consumers, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the Platform (including but not limited to the purchase of Sawtooth products) shall be resolved and exclusively in the competent courts of Amsterdam, the Netherlands.
- If you have a complaint, please contact us at legal@sawtoothsoftware.com. If you feel your complaint is not adequately addressed, you can – but are not obliged to – use the Online Dispute Resolution (ODR) platform that you can access through <http://ec.europa.eu/odr>. In addition, you have the right to initiate a mediation procedure by contacting the mediator (s) as follows: Association des médiateurs européens (197, Boulevard Saint-Germain, 75007 PARIS, téléphone: 09 53 01 02 69), <http://www.mediationconso-ame.com/>. The mediator(s) will attempt to, independently and impartially, reach an amicable resolution of the dispute. In case of mediation, each party is free to accept or reject the solution proposed by the mediator.”

GERMANY

Section 7 (IMPORTANT DISCLAIMERS): this section is modified as follows:

The third bullet point in the summary box is deleted in its entirety and replaced with the following:

“Sawtooth is not responsible for any damage (except liability for Sawtooth’s willful and gross negligent acts and Sawtooth’s personal injuries) caused by your interactions with other users. Please be responsible and take precautions when interacting with people you don’t know.”

The last bullet point paragraph under the sub-section titled “PHYSICAL ACTIVITY” is deleted in its entirety and replaced with the following:

“To the maximum extent allowed by applicable law, Sawtooth is not responsible or liable for any damages (except liability for Sawtooth’s willful and gross negligent acts and Sawtooth’s personal injuries) you may sustain that result from your use of, or inability to use, the Platform.”

The sub- section titled “WARRANTY DISCLAIMER”, including all the bullet points therein, is deleted in its entirety.

Section 9 (INDEMNIFICATION/LIMITATION OF LIABILITY): this section is modified as follows:

The sub-section titled “INDEMNIFICATION AND RELEASE” is deleted in its entirety.

The sub-section titled “LIMITATION OF LIABILITY” is deleted in its entirety and replaced with the following:

“LIMITATION OF LIABILITY. Any liability of Sawtooth and its affiliates, and their officers, directors, shareholders, employees and agents (the “Released Parties”) is limited to cases of intent or gross negligence. In cases of slight negligence, the Released Parties are only liable if an essential contractual duty, whose violation endangers the purpose of the contract or whose performance is required to achieve this purpose and in whose performance the consumer trusts (so called “cardinal duties”) has been violated. In this case, the liability is limited to damages that are typical and foreseeable. This limitation of liability does not apply to claims under product liability law and in the case of bodily harm or death.”

Section 10 (DISPUTES/ADDITIONAL TERMS): this section is replaced with the version for European Countries above, except the following is added at the end:

“All claims shall be brought within two (2) years after the claim arises.”

ITALY

Section 7 (IMPORTANT DISCLAIMERS): this section is modified as follows:

The last bullet point paragraph under the sub-section titled “PHYSICAL ACTIVITY” is deleted in its entirety and replaced with the following:

“To the maximum extent allowed by applicable law, Sawtooth is not responsible or liable for any damages you may sustain that result from your use of, or inability to use, the features on the Platform, except in the event of fraud or gross negligence by Sawtooth.”

The sub-section titled “USER INTERACTIONS” is deleted in its entirety and replaced with the following:

“USER INTERACTIONS. We are not responsible for your interactions with other users of the Platform or any damage or harm you may experience because of these interactions, except in the event of fraud or gross negligence by Sawtooth.

Be responsible and take precautions when interacting with other users (including users you do not know) on the Platform. Before you meet another person face-to-face, consider investigating, bringing a friend, choosing public locations, and letting someone know where you will be. Sawtooth is under no obligation to become involved with any user dispute (but may do so at its own discretion) except in the event of fraud or gross negligence by Sawtooth.”

Section 10 (DISPUTES/ADDITIONAL TERMS): the sub-section titled “CHOICE OF LAW/JURISDICTION” is deleted in its entirety and replaced with the following (except the last bullet point regarding bringing claims, which remains unchanged):

“Choice of Law/Jurisdiction

- You agree that the Platform, Terms, and any dispute between you and Sawtooth shall be governed in all respects by Dutch law, without regard to choice of law provisions, and not by the 1980 U.N. Convention on Contracts for the International Sale of Goods, subject to any statutory provisions of applicable law which may apply regardless of any different choice of law.
- Except where prohibited and without limitation to any statutory rights for consumers, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the Platform (including but not limited to the purchase of Sawtooth products) shall be resolved and exclusively in the court of the place where you are resident or domiciled.”

POLAND

Section 10 (DISPUTES/ADDITIONAL TERMS): the sub-section titled “CHOICE OF LAW/JURISDICTION” is deleted in its entirety and replaced with the following (except the last bullet point regarding bringing claims, which remains unchanged):

“Choice of Law/Jurisdiction

- The Platform, Terms, and any dispute between you and Sawtooth shall be governed in all respects by Polish law.
- All disputes, claims and legal proceedings directly or indirectly arising out of or relating to the Platform (including but not limited to the purchase of Sawtooth products) shall be resolved in the courts competent under applicable law.”

SWITZERLAND

Section 10 (DISPUTES/ADDITIONAL TERMS): the sub- section titled “CHOICE OF LAW/JURISDICTION” is deleted in its entirety and replaced with the following (except the last bullet point regarding bringing claims, which remains unchanged):

“CHOICE OF LAW/JURISDICTION

- You agree that the Platform, Terms, and any dispute between you and Sawtooth shall be governed in all respects by the substantive laws of Switzerland, without regard to any international conflict of law provisions, and to the exclusion of the 1980 U.N. Convention on Contracts for the International Sale of Goods.
- You agree that all disputes arising directly or indirectly out of or in connection with the Platform and these Terms of Use, shall be subject to the exclusive jurisdiction of the competent courts of the city of Zurich, Switzerland.”