

## **Field Scientific / Jellyfish Software Terms and Conditions**

Thank you for visiting the Field Scientific / Jellyfish Software web site, jellyfishsoftware.com ("Site"). Field Scientific allows entry into the Site and provides its services to individuals or organizations, subject to the following Terms and Conditions. These are a legal agreement between Field Scientific and the individual or organization using the Site ("User" or "you"). Use of this Site is governed by these terms and conditions.

### **1. Agreement to Deal Electronically**

Transactions at the Site are conducted electronically and User agrees that all transactions with or through the Site may, at Field Scientific's option, be conducted electronically. Unless otherwise required by law, Field Scientific may provide all agreements, disclosures, and notices electronically including, without limitation, in text on the Web page or via email to any email address Field Scientific has for User in its records. Field Scientific may keep records of any type of communication conducted via the Site provided these communications will be kept strictly confidential and will not be used to profile individual User's activities. All electronic records are deemed sent when they are properly addressed to User and the record enters an information processing system outside the control of the sender or the record enters a region of an information processing system under the recipient's control. All electronic records are received when the record enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent, in a form capable of being processed by that system, and from which the recipient is able to retrieve the electronic record.

### **2. Records**

User agrees to retain copies of these terms and conditions and all legal terms and disclosures provided at this Site as part of its legal records. For example, User may be able to make a paper copy by pressing the "print" button on an Internet browser program or User may be able to make an electronic copy by selecting the "save file" option in the browser. If User cannot prepare records in one of these ways, please contact Field Scientific through the contact information provided at this Site and Field Scientific will attempt to assist you. As a service to the User, and upon request from User, Field Scientific may attempt to locate information or records for you if Field Scientific has said records on file. Field Scientific does not assume any duty to retain or produce information or records, and Field Scientific reserves the right to charge a retrieval fee for records requested by a User.

### **3. Obligations Regarding Use of Password**

**ALL INSTRUCTIONS TRANSMITTED BY OR RECEIVED FROM ANYONE PRESENTING USER'S PASSWORD ON THE SITE WILL BE DEEMED BINDING ON USER.** User agrees that it is solely liable for all actions taken via its password, whether or not made with User's knowledge or authority. User agrees to guard his or her password carefully, with the full awareness that a failure to keep it secure will enable others to engage in transactions through the Site for which User will be legally

responsible. If User suspects that someone may have obtained access to his or her password who is not intended to have authority to act on his or her behalf, User will contact Field Scientific immediately and User hereby authorizes Field Scientific to deny access to this Site to anyone presenting User's password.

#### 4. License to Use Site

Field Scientific hereby grants User the right to view and use the Site only for the purpose of accessing information and conducting transactions on the Site. User agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Site, use of the Site, or access to the Site.

User acknowledges and agrees that the Site and any software used in connection with the Site ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. User further acknowledges and agrees that content contained in sponsor advertisements or information presented to User through the Site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

Field Scientific grants User a personal, non-transferable and non-exclusive right and license to use the object code of Software on a single computer; provided that User does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. User agrees not to modify the Software in any manner or form, or to use modified versions of the Software.

Field Scientific reserves the right to suspend or deny, in its sole discretion, User's access to all or any portion of the Site.

#### 5. Accounting, Prices, Billing, and Payment

Field Scientific makes available to Users certain online subscription services and other paid services and products. The following terms and conditions shall apply in the event that User subscribes to any subscription service or services offered by Field Scientific on the Site (the "Subscription"):

##### Subscription Terms

Subscription term is 12 months. Subscription price will remain valid for each subscription term. Current fees are available on the Web site. User is responsible for any charges associated with connecting to the Site, including but not limited to, any telephone line charges or any Internet access provider charges. For User's convenience, Field Scientific will automatically send a subscription renewal notice to User approximately 30 days prior to the end of his or her active subscription period.

##### Order by Credit Card

User authorizes Field Scientific to charge (via Paypal) to the credit card account designated during the subscription process the current fees and charges for each term

according to the annual subscription plan. Charges will be in U.S. dollars. User must notify Field Scientific of any change in his or her name, address, email address, telephone, or credit card information and it is User's duty to provide Field Scientific with his or her accurate, complete, and updated information. Failure to do so shall constitute a breach of this Agreement.

#### Order by Purchase Order

User authorizes Field Scientific to bill User or User's organization (and User represents that he or she is authorized to incur such charges on behalf of the organization) for the then-current fees and charges for each term according to the annual subscription plan. User's subscription period will commence when User contacts Field Scientific. Field Scientific will bill User according to the invoice it generates and the billing address User enters when he or she submits his or her order. If we have not received payment after 60 days from the time the Purchase Order was submitted, User's subscription will be frozen, and will be terminated after 90 days.

#### Changed Terms

Field Scientific shall have the right at any time to impose, change or modify its fees and billing methods, or other terms and conditions applicable to User's use of the Subscription or to impose new terms and conditions. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting a revised version of this Agreement on the Site or notification by electronic or conventional mail. If any such change is unacceptable to User, he or she may terminate his or her Subscription as provided in the section titled "Termination" below. Any use of the Subscription by User after such notice shall conclusively be deemed to constitute acceptance by User of such changes, modifications, additions, or deletions. User agrees to review the Terms and Conditions periodically to be aware of such revisions.

#### Termination

The term of this Agreement shall be for the duration of any free trial period and User subscription, as set forth herein. Either User or Field Scientific may terminate this Agreement at any time. The Company may terminate this Agreement in the event that User (i) breaches any term or condition of this Agreement or any other agreement with the Company (including without limitation User's Subscription Agreement) or (ii) becomes insolvent or unable to pay amounts as they come due, initiate or institute any bankruptcy or liquidation proceedings.

User's only right with respect to any dissatisfaction with (i) any terms and conditions of this Agreement, or policy or practice of Field Scientific in operating the Site, (ii) content available through the Subscription or change therein, or (iii) amount or type of fees or billing methods, or change therein, is to terminate this Agreement by sending notice to Field Scientific at the following address or by the method listed below:

Field Scientific LLC  
PO Box 197  
Lewisburg, PA 17837

Send an email to: [jellyfish@fieldscientific.com](mailto:jellyfish@fieldscientific.com)

Notice of termination will be effective upon receipt by Field Scientific. Fees paid for any Subscription are paid annually in advance and are not refundable for any pro rata unused portion of the Subscription period. Subscriptions will be terminated by Field Scientific if payment is more than [60] days past the beginning of each respective subscription period.

Without limiting the foregoing, Field Scientific shall have the right to immediately terminate this Agreement with respect to any User which Field Scientific, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

**6. WARRANTY DISCLAIMER REGARDING USE OF THE SITE**  
THIS SITE AND ALL INFORMATION ACCESSIBLE ON OR THROUGH IT, INCLUDING ANY SOFTWARE, IS PROVIDED "AS IS," "AS AVAILABLE," "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND. FIELD SCIENTIFIC GIVES NO EXPRESS WARRANTIES AND DISCLAIMS: (A) ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; AVAILABILITY OF THE SITE; LACK OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES; ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, CURRENCY, OR USEFULNESS OF ANY INFORMATION ON THE SITE; AND (B) ANY DUTIES OF REASONABLE CARE, WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE IN CONNECTION WITH THE SITE OR INFORMATION AVAILABLE ON IT. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IN CONNECTION WITH THE SITE AND INFORMATION AVAILABLE ON IT IS BORNE BY USER.

FIELD SCIENTIFIC DOES NOT PROVIDE ANY TYPE OF MEDICAL OR MEDICINAL ADVICE AND USER AGREES THAT NOTHING PROVIDED TO USER BY OR THROUGH FIELD SCIENTIFIC SHALL, UNDER ANY CIRCUMSTANCES, CONSTITUTE MEDICAL OR MEDICINAL ADVICE.

IN ADDITION, FIELD SCIENTIFIC DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, OR QUIET ENJOYMENT IN CONNECTION WITH THE SITE AND INFORMATION AVAILABLE ON IT.

**7. EXCLUSION OF DAMAGES**  
IN NO EVENT WILL FIELD SCIENTIFIC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY

DAMAGES, OR ANY OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, PERSONAL INJURY, FAILURE TO MEET ANY DUTY INCLUDING ACTS OF GOOD FAITH OR OF REASONABLE CARE, LACK OF NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE THIS SITE AND ANY INFORMATION AVAILABLE ON IT, THE DELAY OR INABILITY TO USE THE SITE OR ANY INFORMATION, EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY OF FIELD SCIENTIFIC AND EVEN IF FIELD SCIENTIFIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS REGARDING DAMAGES APPLY EVEN IF ANY REMEDY FAILS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS TERMS AND CONDITIONS FIELD SCIENTIFIC'S CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATED TO THIS TERMS AND CONDITIONS AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY USER FOR SERVICES PERFORMED BY FIELD SCIENTIFIC IN THE PRECEDING 12 MONTHS.

#### 8. LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO USER.

#### 9. Security & Privacy

Field Scientific will not use, disclose, sell or disseminate any Cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling Card transactions and resolving any chargebacks, retrieval requests of similar issues involving Card transactions, other than pursuant to a court or governmental agency request, subpoena or order. Field Scientific, and service providers may use any publicly-available information collected at the Site to operate the Site or for marketing and promotional purposes in connection with Field Scientific services offered via the Site. Please read our Privacy Policy for more information regarding use of User information.

#### 10. User Representations & Warranties

User represents and warrants for the benefit of Field Scientific, Field Scientific suppliers, and any third parties mentioned on the Site that: (a) it possesses the legal right and ability to enter into and make the representations and warranties contained in these Terms and Conditions (b) all information submitted by User to the Site is true and accurate; (c) User will keep his or her registration information current; (d) User will be responsible for

all use of his or her password even if such use was conducted without his or her authority or permission; and (e) User will not use the Site for any purpose that is prohibited by these Terms and Conditions or unlawful.

#### 11. Indemnity

User will defend, indemnify and hold Field Scientific, its subsidiaries and affiliates and their officers, directors, agents, and employees harmless from all claims, demands, actions and causes of action, including attorneys' fees and expenses incurred as a result, in connection with User's use of the Site.

#### 12. Links to Third Party Sites

As a convenience, Field Scientific may provide links to third party Web sites from this Site. Field Scientific does not control any third party Web site and is not liable for any technological, legal, or other consequences that arise out of User's visit or transactions there. Any transaction conducted will be between User and the third party site at User's own risk. This means that Field Scientific is not User's agent and will not be a party to any User contract with a third party site. Field Scientific does not recommend or endorse any third party site. This does not include Paypal transactions for the purposes of purchasing subscriptions.

#### 13. Feedback

Any comments or information that User provides to Field Scientific, for example feedback or ideas in response to a survey regarding the Site, suggestions, ideas, concepts, or other information (collectively, the "Submissions") may be freely used by Field Scientific. User grants Field Scientific a royalty-free, perpetual, irrevocable, world-wide license to use, copy, reproduce, create derivative works from, adapt, modify, publish, edit, translate, sell, distribute, transmit, transfer, publicly display, publicly perform, and display the Submissions without any limitation and in any media or any form now known or later developed. Field Scientific may sublicense these rights to third parties.

#### 16. General

If any part of these Terms and Conditions are determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms and Conditions will continue in effect. These Terms and Conditions constitute the entire agreement between User and Field Scientific with respect to use of the Site and supersedes all other (prior or contemporaneous) communications, displays or proposals, whether electronic, oral or written, between User and Field Scientific regarding User's use of the Site. There is a separate user agreement for the use of our Jellyfish software.