

## SOFTWARE AGREEMENT AND TERMS OF USE FOR CASECRAFT AND FORTUNA-INSIGHTS PRODUCTS

**READ THIS BEFORE PROCEEDING WITH THE AGREEMENT:** This Terms of Use Agreement (“Agreement” or “Terms of Use”) is made by and between Fortuna-Insights, Inc., a Delaware corporation (“Company” or “the Company”), and you, the user (“you”, “your” or “User”).

This Agreement contains the complete terms and conditions that govern the use of the Company’s website(s) (“Website” or “Websites” or “Site”). BY CLICKING THE “I AGREE” BUTTON BELOW OR BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THIS WEBSITE, OR OTHER COMPANY SOFTWARE, SERVICES, WEBSITES, OR CONTENT (COLLECTIVELY THE "SERVICES"), YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.

YOU WAIVE THE IMPLIED WARRANTY OF MERCHANTABILITY TO ANY SOFTWARE OR SERVICE OF THE COMPANY.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE OR PRODUCT. COMPANY RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT COMPANY'S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS WEBSITE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

**NO LEGAL ADVICE: NOTHING PROVIDED BY THE COMPANY OR BY THE COMPANY’S WEBSITE CONSTITUTES LEGAL ADVICE.** By agreeing to these Terms of Use, you agree to use the Company’s Product, Website, and Services either only as a properly licensed legal practitioner, as a User who is working with properly licensed legal practitioners, or as a User who is not seeking to use the Product for legal advice (“Authorized Uses”). You also agree that any use of the Product, Website, or Services outside of the Authorized Uses constitutes a breach of contract and unauthorized use under these Terms and Conditions. You further agree that the Company will have no liability in connection with any such breach or unauthorized use.

THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERCEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO YOUR PROFILE, and are hereby put on notice that you are obligated to periodically review this document to make yourself aware of any changes hereto and any continued use of the Site shall constitute your acceptance thereof.

### TERMS OF USE

#### 1. Definitions.

- a. **Product.** This Company’s products are designed to create, generate, or analyze legal briefs and memos in the United States. The case uses of these products can vary. For users who are not licensed legal practitioners, these services are rendered only for the purposes of education, legal research, or entertainment. Any

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use of these products, if You are not a licensed legal practitioner, to render legal advice is strictly prohibited under these Terms of Use.

- b. **CaseCraft.** For the purposes of this agreement, all of the products offered by the Company are offered under the “CaseCraft” product. CaseCraft is a product that offers brief generation and risk analysis, with products tailored to a specified category of account, under the terms of this agreement.
- 2. Access to Product.** To access the product, site resources, links or other content, you may be asked to provide certain registration details or other information. It is a condition of your use of this Site that all the information you provide will be correct, current, and complete. If Company believes the information you provide is not correct, current, or complete, Company has the right to deny access to this Site, or to any of its resources, and to terminate or suspend your access at any time.
- 3. Applicable Use of Site.** You may use this product only for purposes expressly permitted by this Agreement. As a condition of your use of Company's Websites, you warrant to Company that you will not use the Websites for any purpose that is unlawful, immoral, or otherwise prohibited by these terms, conditions, and notices.
- 4. No Co-Branding or Framing.** You may not use or authorize any party to co-brand or frame any Company Websites without the express prior written permission of an authorized representative of Company in each instance. For purposes of these Terms of Use, “co-branding” means to display a name, logo, trademark, trade name, service mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or content accessible within this Site. For purposes of these Terms of Use, “framing” refers to displaying any Company webpage within a bordered area of another website, regardless of whether the address of the originating Company Website is visible. Furthermore, you agree to cease any unauthorized co-branding or framing immediately upon notice from Company
- 5. No Unlawful Access.** You agree that you will not use Company’s Websites in any manner that could in any way disable, overburden, damage, or impair the Websites or otherwise interfere with any other party's use and enjoyment of the Websites. You further agree that you will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the authorized use of the Websites. Webscrapping or the use of unauthorized automated algorithms is categorically forbidden.
- 6. Information Retained.** The Company may NOT record any information related to the creation, generation, or analysis of briefs, except for those using CraftSelect account. The Company may record any information related to the creation, generation, or analysis of briefs for CraftSelect users. The Company retains the right to use information collected to improve our models.

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- a. **Deference of Account Type.** When in dispute, the Company is given deference to handle the identity of an account.
7. **Content Use.** You may provide input to the products the Company provides, and receive output generated and returned by the products the Company offers. Input and Output are collectively referred to as “Content.” As between the parties and to the extent permitted by applicable law, you own all Input. Subject to your compliance with these terms, the Company hereby assigns to you all its right, title, and interest in and to Output. This means you can use Content for any lawful purpose, including commercial, educational, or entertainment purposes, if you comply with these Terms. **If you are not a lawfully licensed attorney, YOU MAY NOT USE THIS PRODUCT to provide, offer, suggest, or initiate legal action or advice.** The Company may use Content to provide and maintain the products, comply with applicable law, and enforce our policies. You are responsible for Content, including for ensuring that it does not violate any applicable law or these Terms.
8. **Accuracy.** By using this product, you ACCEPT that the outputs may not be accurate. Artificial intelligence and machine learning are rapidly evolving fields of study. The Company is constantly working to improve our products, and make them accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of our product will likely result in incorrect output that does not accurately reflect real people, places, facts, or cases. You should evaluate the accuracy of any Output as appropriate for your use case, including by using human review of the Output.
9. **Hyperlinking.** This Site may be hyperlinked to and by other websites which are not maintained by, or related to, Company. Hyperlinks to such sites are provided as a service to Users and are not sponsored by, endorsed or otherwise affiliated with this Site or Company. Company has not reviewed any or all of such sites and is not responsible for the content of any linking sites, and any links made directly from a Company Website to another web page should be accessed at the User's own risk. Company makes no representations or warranties about the content, completeness, quality or accuracy of any such website, and as such, shall not be liable in connection with any loss, damage, cost or injury associated with any access thereto via this Site.
10. **Use of Communication Services.** Company’s Websites may contain forums, bulletin board services, chat areas, message boards, news feeds, news groups, communities, personal web pages, calendars, and/or other message or communication facilities designed to allow you to communicate with the Internet community or with a group (collectively, “Communications Services”). You agree to use the Communication Services only to post, send, and receive messages and content that are considered proper and related to the particular Communication Service. Among other actions, when using a Communication Service, you agree that you will not post, send, submit, publish, or transmit in connection with this Site, or cause to be posted, sent, submitted, published or

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transmitted, any material that the Company deems to be advocates or could reasonably serve to encourage, either directly or indirectly, or illegal or immoral activity. You acknowledge that the products may or may not pre-screen materials uploaded to the Communication Service, yet the Company and its designees shall have the right, but not the obligation, in its sole discretion, to pre-screen, refuse, remove, or delete any Content that violates this Agreement or is otherwise objectionable as determined by the Website in its sole discretion. The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Communication Services (or any part thereof) with or without notice. You agree that the Company will not be liable to you or any third party for any modification, suspension, or discontinuance of the Communication Services. WHILE THE WEBSITE EXPLICITLY PROHIBITS THE ABOVE CONDUCT, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT, AND THAT YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK, AND THAT THE WEBSITE SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT. YOU UNDERSTAND AND AGREE THAT IF YOUR USE OF COMMUNICATIONS SERVICES VIOLATES ANY OF THE ABOVE CODES OF CONDUCT, THE WEBSITE CAN SUSPEND AND/OR TERMINATE YOUR USE OF THE WEBSITE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF, OR HEARING.

- 11. Right to Terminate Access.** Company reserves the right to monitor use of products to determine compliance with these Terms of Use, as well as the right to edit, refuse to post, or remove any information or materials, in whole or in part, at its sole discretion. Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
- 12. Disclosure Under Law.** Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request.
- 13. Personally Identifiable Information.** Company cautions you against giving out any personally identifying information about yourself or your children in any Communication Service. In an effort to preserve your privacy, Company agrees that it will treat any personally identifying information that you submit through this Site in accordance with the terms outlined in its Privacy Policy, as well as in conformance with all applicable laws, rules, and regulations.
- 14. Disclaimer & Limitations on Liability.** You understand that Company cannot and does not guarantee or warrant that files available for downloading from the Company Websites will be free of viruses, worms, Trojan horses, or other code that may cause damage or harm to your computer(s) or network(s). You acknowledge that you will be solely responsible for implementing sufficient procedures and checkpoints to protect your

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computer(s) and network(s), and that you will maintain adequate means of backup of your personal data, external to this Website. Company further disclaims any responsibility to ensure that the Content located on its Websites is necessarily complete and up-to-date.

- a. **Acceptance of Risk.** YOUR USE OF THIS PRODUCT IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON ANY COMPANY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF ANY CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE USER ACKNOWLEDGES THAT THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND COMPANY MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. COMPANY MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.
- b. **Disclaimer of Damages.** COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORSEEABLE. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND

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DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO COMPANY FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE. ALL CLAIMS MADE BY YOU HEREUNDER MUST BE MADE WITHIN ONE YEAR OF THE ACTION TO WHICH SUCH CLAIM RELATES OR FOREVER BE BARRED.

- c. **No Legal Advice.** NOTHING PROVIDED BY THE COMPANY OR THE COMPANY'S PRODUCT, WEBSITE, OR SERVICES, INCLUDING ITS CONTENT, IS INTENDED AS OR CONSTITUTES LEGAL ADVICE AND NO ATTORNEY-CLIENT RELATIONSHIP IS FORMED BETWEEN YOU AND THE COMPANY. NOTHING SUBMITTED TO THE WEBSITE BY YOU IS TREATED AS CONFIDENTIAL.
  - d. **Indemnity. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY BREACH OF THESE TERMS OF USE BY YOU, INCLUDING ANY USE OF CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE.** YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE, AND YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS' FEES OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY, DEFEND, AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE INFORMATION ACCESSED FROM THIS SITE.
- 15. Trademarks and Copyrights.** Trademarks, service marks, logos, trade names, and copyrighted works (hereinafter, "Intellectual Property") appearing on this Site are the property of Company or the party that provided the Intellectual Property to Company. Company and any party that provides Intellectual Property to Company retain all rights with respect to any of their respective Intellectual Property appearing in this Site and do not transfer at any time to user and/or any other third party.
- a. **Copyright Infringement.** If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Company's copyright agent (as designated herein) all of the written information specified below. Please

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note that this procedure is exclusively for notifying Company and its affiliates that your copyrighted material has been infringed. Please include the following:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site, including the current Website address;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is unauthorized by the copyright owner, its agent, and/or the law;
- A statement by you, made under penalty of perjury, 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.

Company's Copyright Agent for notice of claims of copyright infringement on its Websites can be reached as follows:

Agent:

Corporation Service Company

251 Little Falls Drive, Wilmington, DE 19808

Email: [support@fortuna-insights.com](mailto:support@fortuna-insights.com)

**16. Security.** Any passwords used for this Site or products provided by the Company are for individual use only. You will be responsible for the security of your password(s) at all times. From time to time, Company may require that you change your password. You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Company reserves the right to release your account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents. Company reserves the right to investigate suspected violations of these Terms of Use. Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

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BY ACCEPTING THIS AGREEMENT YOU WAIVE ALL RIGHTS NOT SPECIFICALLY SET FORTH HEREIN, AND AGREE TO HOLD COMPANY HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.

- 17. Disputes.** If there is any dispute about or involving these Terms of Use, the Website and/or any Communications Services, you agree that any dispute shall be governed by the laws of the State of Delaware, notwithstanding any principles of conflicts of law. Should any dispute arise as to the interpretation of any term or provision of this Agreement, the Company retains the right to transfer any conflict into arbitration. The arbitration proceeding shall be conducted under the applicable rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties. The prevailing party shall be entitled to recover from the other party its own expenses for the arbitrator's fee, attorney's fees and travel expenses, expert testimony, and travel expenses of experts, and for all other expenses of presenting its case.
- 18. Credits.** All generations, unless otherwise denoted by the Company, shall cost a set number of credits to be disclosed by the Company for each service. Credits must be purchased from the Company. Credits are not transferrable. If a user deletes their account, all corresponding credits associated with that account will also be deleted. These credits are not refundable, not transferable, and cannot be recovered.
- 19. Charges and Expenses.** Pricing shall be set for all users, on the basis of their package, to be paid either on a one-time basis or as a subscription. Generations may only be paid as benefits of subscriptions and or through purchased credits. Generations may only be made if a user is subscribed to a certain product.
- 20. Proprietary and or Fine-tuned Models.** Any customer whom has a subscription as a Fortuna-Founder or Lawyer subscription may submit a private request to fine-tune a model to certain parameters. Additional fees or costs may be imposed, to be negotiated by both parties. Proprietary models shall only be available or distributed as agreed to by the client. Please contact [support@fortuna-insights.com](mailto:support@fortuna-insights.com) for additional inquiries.
- 21. Express and Final.** This agreement shall constitute the express and final intentions of the party, and no outside information shall be employed to interpret this agreement, except by which is offered by the Company.
- 22. Forum Selection Clause.** For any suit, the Company retains the right to remove to the forum of preference, as defined by the Company. This agreement shall constitute the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Company with respect to Company's Websites. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies



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(including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Website or any of its products. Company may revise this Software Agreement at any time by updating this posting. You should review the Agreement from time to time to determine if any changes have been made to the Agreement. Your continued use of the Website after any changes have been made to this Agreement signifies and confirms your acceptance of any changes or amendments to this Agreement.

### **23. Miscellaneous.**

- a. **Severance.** If any part of these Terms of Use is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
- b. **Relationship.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this Agreement or use of Company's Websites.
- c. **Retention of Remedy.** The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Company must be in writing and signed by an authorized representative of the Company.
- d. **Interpretative Tools.** The section titles in the Agreement are for convenience only and have no legal or contractual effect. If an interpretation is under dispute, the Company retains discretion for the use of interpretative tools.
- e. **Equitable Remedies.** You acknowledge that if you violate or breach these Terms, it may cause irreparable harm to the Company and its affiliates, and the Company shall have the right to seek equitable remedies, including but not limited to injunctive relief, against you in addition to any other legal remedies.
- f. **Reporting Violations.** Please report any violations of this Agreement to the Company. If you have any questions regarding this Agreement, please contact us at [support@Fortuna-Insights.com](mailto:support@Fortuna-Insights.com)