

SURVEY TERMS AND CONDITIONS

BY CLICKING “I AGREE,” ACCESSING, USING OR OTHERWISE PARTICIPATING IN AND SUBMITTING INFORMATION TO THE ENTREPRENEUR SURVEY OR CAPITAL PROVIDERS SURVEY (COLLECTIVELY AND INDIVIDUALLY, THE “**SURVEY**”) YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW (THESE “**TERMS**”). FOR THE PURPOSES OF THESE TERMS, “**YOU**” AND “**USER**” SHALL MEAN THE PERSON OR ENTITY SUBMITTING INFORMATION TO THE SURVEY. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT PARTICIPATE IN OR ACCESS THE SURVEY. USE OF THE SURVEY IS SUBJECT AT ALL TIMES TO THESE TERMS AND ALL APPLICABLE LAWS AND REGULATIONS. ADDITIONALLY, BY CLICKING “I AGREE,” ACCESSING, USING OR OTHERWISE PARTICIPATING IN AND SUBMITTING INFORMATION TO THE SURVEY, YOU REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF THE USER IS A LEGAL ENTITY OR GOVERNMENTAL ORGANIZATION, YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND ACCEPT THE TERMS OF USE ON BEHALF OF USER AND BIND USER TO THESE TERMS.

1. **These Terms.** These Terms form a binding legal agreement between SBCC GP, LLC and its affiliates (“**Provider**”) and User. These Terms apply to User’s access and participation in the Survey.

2. **License Grant.** Subject to these Terms, Provider hereby grants to User a personal, limited, non-exclusive, non-transferable (with no right to sublicense), revocable license to access and use the Survey solely for the purpose of submitting answers in response to the questions contained in the Survey.

3. **Restrictions.** Except as otherwise provided herein, User agrees that it will not itself, or through any agent or other third party: (i) copy, reproduce, disclose or publicly display the Survey or any questions therein; (ii) directly or indirectly license, distribute, resell, rent, lease, subcontract, operate or otherwise make available to, or use for the benefit of, any third party, the Survey or any questions therein; (iii) modify the Survey, translate or develop any other derivative works based upon the Survey or any questions therein, or build a competitive product or service using similar questions, ideas, features, functions or graphics as the Survey; (iv) use the Survey in a manner inconsistent with these Terms or that constitutes a violation of any applicable law, rule or regulation; or (v) remove, conceal or alter any identification, copyright or other proprietary rights notices or labels on the Survey.

4. **Ownership.** The Survey is licensed, not sold. Except for the limited license granted under these Terms, Provider owns and shall retain all right, title and interest in and to all Intellectual Property Rights in and relating to the Survey. For purposes of these Terms, “**Intellectual Property Rights**” means all present and future intellectual property rights of any kind whatsoever, now or existing in the future including, without limitation, patents, trade secrets, registered designs, copyrights, database rights, design rights, trademarks, trade names, domain names and know-how, moral rights or rights of attribution or integrity, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist in any part of the world from time to time, all modifications, improvements, enhancements and derivative works relating the foregoing and any registrations and applications for any such rights or registrations thereof.

5. **Survey Response Data.** To the extent You have or retain any right, title or interest in and to Survey responses, You hereby assign to Provider all right, title and interest in and to such Survey responses and all Intellectual Property Rights related thereto. If You are responding to the Survey for Entrepreneurs, You understand and agree that Provider may use and analyze the responses in order to evaluate business opportunities and to match You with potential investors or business partners. If You are responding to the Survey for Capital Providers, You understand and agree that Provider may use and analyze the responses in order to match You with entrepreneurs. In both cases, You understand and agree that Provider may share the survey responses with third parties to assist it in the uses and analyses described above. Provider may disclose, aggregate, de-identify and otherwise use Survey response data for any purpose and in any manner permitted by law.

6. **DISCLAIMER.** THE SURVEY IS PROVIDED “AS-IS”, “WHERE-IS” AND “AS-AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. PROVIDER HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF, ITS EMPLOYEES, DIRECTORS, MEMBERS AND OTHER AGENTS (COLLECTIVELY, “**PROVIDER PARTIES**”) ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. NEITHER PROVIDER NOR ANY OF THE PROVIDER PARTIES REPRESENTS OR WARRANTS THAT THE SURVEY WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THE SURVEY IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; NOR DOES PROVIDER OR ANY OF THE PROVIDER PARTIES MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF THE SURVEY OR ANY DATA USED IN THE SURVEY. THE SURVEY IS PROVIDED VIA THE INTERNET AND USER ACKNOWLEDGES AND AGREES THAT NEITHER PROVIDER NOR ANY OF THE PROVIDER PARTIES OPERATE OR CONTROL THE INTERNET. AS SUCH, THE SURVEY MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NEITHER PROVIDER NOR ANY PROVIDER PARTIES ARE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

7. **Indemnification.** User agrees to indemnify, defend and hold harmless Provider and each of the Provider Parties from and against any claim, suit, demand or action for damages arising from any use of the Survey by User, any output resulting from the use of the Survey User and any breach of these Terms by User.

8. **Limitation of Liability.** IN NO EVENT SHALL PROVIDER OR ANY PROVIDER PARTIES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, DIRECT, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION, DAMAGES FROM INTERRUPTION OF BUSINESS, LOSS OF INCOME OR OPPORTUNITIES, LOSS OF USE OF THE SURVEY, LOSS OF DATA, COST OF RECREATING DATA OR COST OF CAPITAL. USER’S SOLE AND EXCLUSIVE REMEDY UNDER THESE TERMS IS LIMITED TO CEASING USE OF THE SURVEY. THIS SECTION STATES USER’S SOLE REMEDY FOR HARM UNDER THESE TERMS WHATSOEVER, IN CONTRACT OR TORT. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 SHALL REMAIN FULLY EFFECTIVE EVEN IF THE REMEDIES AVAILABLE TO YOU FAIL OF THEIR ESSENTIAL PURPOSE.

9. **Termination.** Provider immediately terminate these Terms and User’s rights to use or access the Survey at any time and for any reason, without notice. Sections 3-10 of these Terms will survive any termination of these Terms.

10. **Governing Law and General Provisions:** These Terms shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to conflict of law principles, and the parties irrevocably consent to the jurisdiction and venue of the appropriate courts in the State of Connecticut. All waivers must be in writing, and failure of a party at any time to require the other party’s performance of any obligation under these Terms will not affect the right subsequently to require performance of that obligation. PROVIDER MAY, AT ANY TIME AND FROM TIME-TO-TIME, CHANGE THESE TERMS. ANY CHANGES WILL BE POSTED ON THE WEBSITE WHERE THE SURVEY IS PROVIDED. IF USER DOES NOT ACCEPT THE TERMS OF ANY MODIFICATION, USER’S ONLY RECOURSE IS TO CEASE USE OF THE SURVEY. CONTINUED USE OF THE SURVEY BY USER WILL CONSTITUTE COMPLETE ACCEPTANCE OF THE THEN-CURRENT VERSION OF THESE TERMS. These Terms constitute the complete agreement between the parties and supersedes all previous communications and representations or agreements, either oral or written, with respect to the subject matter hereof.