By using this web site ("Website"), or any services ("Service" AND COLLECTIVELY, THE "Services") of Atomist, Inc ("ATOMIST", "WE" OR "US"), you are agreeing to be bound by the following terms and conditions ("Terms of Use"). Certain features of the Service may be subject to additional guidelines, terms, or rules, which will be posted on the Service in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

Please read this Terms of Use agreement (the "Terms of Use") carefully. This website ("Website") and the information on it are controlled by Atomist, Inc. ("Atomist," "We" or "Us"). These terms of use govern the use of the Website and apply to all users visiting the website or using the website in any way, including using the services and resources available or enabled via the Website (each a "Service" and collectively, the "Services"). By clicking on the “I accept” button, completing the registration process, and/or browsing the website, you represent that (1) you have read, understand, and agree to be bound by the Terms of Use, (2) you are of legal age to form a binding contract with Atomist, and (3) you have the authority to enter into the terms of use personally or on behalf of the legal entity you have named as the user, and to bind that legal entity to the terms of use. The term “You” refers to the individual or legal entity, as applicable, identified as the user when you registered on the website. If you do not agree to be bound by the terms of use, you may not access or use this website or the services.

Any dispute or claim relating in any way to your use of the website will be governed and interpreted by and under the laws of the state of California, without giving effect to any principles that provide for the application of the law of any other jurisdiction. The united nations convention on contracts for the international sale of goods is expressly excluded from this agreement.

Your use of, and participation in, certain Services may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the "Agreement."

The agreement is subject to change by Atomist in its sole discretion at any time. When changes are made, Atomist will make a new copy of the Terms of Use available at the Website and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the “Last Updated” date at the top of the Terms of Use. If we make any material changes, and you have registered with us to create an Account (as defined in Section 2.1 below) we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Agreement. We may require you to provide consent to the updated Agreement in a specified manner before further use of the Website and/or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website and/or the Services. Otherwise, your continued use of the Website and/or Services constitutes your acceptance of such change(s). Please regularly check the website to view the then-current agreement.

1. Use of the Services and Atomist Properties. The Website, the Services, any software and associated documentation that we make available via the Website or the Services ("Software"), and the information and content available on the Website and in the Services, including any Pre-Release Properties (defined below) (collectively, the “Atomist Properties”) are protected by copyright laws throughout the world. Subject to the Agreement, we grant you a limited license to reproduce portions of
Atomist Properties for the sole purpose of using the Services for your personal or internal business purposes. You understand that Atomist Properties are evolving. As a result, we may update Atomist Properties with or without notifying you and that we may require you to accept updates to Atomist Properties that you have installed on your computer. You may need to update third party software from time to time in order to use Atomist Properties. Unless otherwise specified by us in a separate license, your right to use any Atomist Properties is subject to the Agreement.

1.1. **Pre-Release Software and Services.** From time to time, we may offer new “beta” Software (“Pre-Release Software”, “Alpha Software”, or “Early Access Software”) or features in the Services (“Pre-Release Services”) (collectively, the “Pre-Release Properties”). Such Pre-Release Properties may be modified or discontinued at our sole discretion. In addition, Pre-Release Properties may be time-disabled and may cease to operate after a period of time.

1.2. **Atomist Software**. Use of any Software is governed by the terms of the license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the Website page(s) accompanying the Software. These license terms may be posted with the Software downloads or at the Website page where the Software can be accessed. You shall not use, download or install any Software that is accompanied by or includes a license agreement unless you agree to the terms of such license agreement. At no time will Atomist provide you with any tangible copy of our Software. Atomist shall deliver access to the Software via electronic transfer or download and shall not use or deliver any tangible media in connection with the (a) delivery, installation, updating or problem resolution of any Software (including any new releases); or (b) delivery, correction or updating of documentation. For the purposes of this section tangible media shall include, but not be limited to, any tape disk, compact disk, card, flash drive, or any other comparable physical medium. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, or redistribution or use on a service bureau basis. If there is any conflict between the Agreement and the license agreement, the license agreement shall take precedence in relation to that Software (except as provided in the following sentence). If no license agreement accompanies use of the Software, use of the Software will be governed by the Agreement. Subject to your compliance with the Agreement, Atomist grants you a non-assignable, non-transferable, non-sublicensable, revocable non-exclusive license to use the Software for the sole purpose of enabling you to use the Services in the manner permitted by the Agreement. Some Software may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

1.3. **Certain Restrictions**. You agree that: (a) you will not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Atomist Properties, including the Website, (b) you will not frame or utilize framing techniques to enclose any trademark, logo, or other Atomist Properties (including images, text, page layout or form); (c) you will not use any metatags or other “hidden text” using Atomist’s name or trademarks; (d) you will not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Atomist Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you will not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like)
to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you will not access Atomist Properties to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of Atomist Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you will not remove or destroy any copyright notices or other proprietary markings contained on or in Atomist Properties. Any future release, update or other addition to Atomist Properties shall be subject to the Agreement. We reserve all rights not granted in the Agreement. Any unauthorized use of Atomist Properties terminates the licenses granted pursuant to the Agreement.

2. REGISTRATION

2.1. Registering Your Account. In order to access certain features of Atomist Properties you may be required to sign up for an account ("Account") directly with us or through GitHub, Slack or another third party website or service ("Third-Party Account"). For purposes of the Agreement, a "Registered User" is a User who has signed up for an Account and agreed to be bound by the terms of this Agreement.

2.2. Access Through a Third Party Account. You may link your Account with certain Third-Party Accounts by allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of such Third-Party Account. You represent that you are entitled to grant us access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) using the established authorization mechanism provided by such Third-Party Account without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating us to pay any fees or making us subject to any usage limitations imposed by such third-party service providers. By granting us access to any Third-Party Accounts, you understand that we may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through Atomist Properties ("Content") that you have provided to and stored in your Third-Party Account ("Third Party Content") so that it is available on and through Atomist Properties via your Account. Unless otherwise specified in the Agreement, all Third Party Content shall be considered to be Your Content (as defined in Section 3) for all purposes of the Agreement. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on Atomist Properties. If a Third-Party Account or associated service becomes unavailable or Atomist’s access to such Third-Party Account is terminated, then Third Party Content will no longer be available on and through Atomist Properties. You have the ability to disable the connection between your Account and your Third-Party Accounts at any time by accessing the “Settings” section of the Website. YOUR RELATIONSHIP WITH THE THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY ACCOUNTS, AND WE DISCLAIM ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO US BY SUCH THIRD-PARTY
ACCOUNTS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS.

2.3. Registration Data. In registering an account on the Website, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the registration form (the “Registration Data”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are not a person barred from using Atomist Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. In addition, you agree that:

2.3.a. You are responsible for all activities that occur under your Account.

2.3.b. You are responsible for any unauthorized use of Atomist Properties by minors.

2.3.c. You may not share your Account or password with anyone, and you agree to (1) notify us immediately of any unauthorized use of your password or any other breach of security.

2.3.d. If you provide any untrue, inaccurate, not current or incomplete information, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account.

2.3.e. You will not create an Account using a false identity or information, or on behalf of someone other than yourself.

2.3.f. We have the right to remove or reclaim any usernames at any time and for any reason.

2.3.g. You will not create an Account or use Atomist Properties if you have been previously removed by us, or if you have been previously banned from any Atomist Properties.

3. Responsibility for Content. You acknowledge that all files, materials, data, text, audio, video, images or other content, including Atomist Properties (“Content”), is the sole responsibility of the party from whom such Content originated. This means that you, and not Atomist, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“Make Available”) through Atomist Properties (“Your Content”), and that you and other Users of Atomist Properties, and not Atomist, are similarly responsible for all Content they Make Available through Atomist Properties (“User Content”). Unless expressly agreed to by Atomist in writing elsewhere, Atomist has no obligation to store any of Your Content that you Make Available on Atomist Properties. Atomist has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of Atomist Properties.

4. OWNERSHIP

4.1. Atomist Properties. Except with respect to Your Content and User Content, you agree that Atomist and our suppliers own all rights, title and interest in Atomist Properties. You will not remove, alter or obscure any copyright, trademark, service
mark or other proprietary rights notices incorporated in or accompanying the
Atomist Properties. Except with respect to Your Content, you agree that you have no
right or title in or to any Content that appears on or in Atomist Properties.

4.2. Feedback. You agree that submission of any ideas, suggestions, documents, and/or
proposals to us is at your own risk and that we have no obligations (including
without limitation obligations of confidentiality) with respect to such Feedback. You
represent and warrant that you have all rights necessary to submit the Feedback and
you hereby grant us a fully paid, royalty-free, perpetual, irrevocable, worldwide,
non-exclusive, and fully sublicensable right and license to use, reproduce, perform,
display, distribute, adapt, modify, re-format, create derivative works of, and
otherwise commercially or non-commercially exploit in any manner, any and all
Feedback, and to sublicense the foregoing rights.

5. Interactions with Other Users. You are solely responsible for your interactions with
other Users and any other parties with whom you interact; provided, however, that we
reserve the right, but have no obligation, to intercede in such disputes. You agree that
we will not be responsible for any liability incurred as the result of such interactions.

6. Third-Party Services. Atomist Properties may contain links to third-party websites
(“Third-Party Websites”) and applications (“Third-Party Applications”). When
you click on a link to a Third-Party Website or Third-Party Application, we will not
warn you that you have left Atomist Properties and are subject to the terms and
conditions (including privacy policies) of another website or destination. Such Third-
Party Websites and Third-Party Applications are not under our control and we are not
responsible for them. We provide links to these Third-Party Websites and Third-Party
Applications only as a convenience and we do not review, approve, monitor, endorse,
warrant, or make any representations with respect to them, or their products or services.
You use all links in Third-Party Websites and Third-Party Applications at your own
risk. When you leave our Website, our Agreement and policies no longer govern. You
should review applicable terms and policies, including privacy and data gathering
practices, of any Third-Party Websites or Third-Party Applications, and should make
whatever investigation you feel necessary or appropriate before proceeding with any
transaction with any third party.

7. FEES AND PURCHASE TERMS

7.1. General Purpose of Agreement: Sale of Service, not Software. The purpose of
the Agreement is for you to secure access to the Services. All fees set forth within
and paid by you under the Agreement shall be considered solely in furtherance of
this purpose. In no way are these fees paid considered payment for the sale, license,
or use of Atomist’s Software, and, furthermore, any use of Atomist’s Software by
you in furtherance of the Agreement will be considered merely in support of the
purpose of the Agreement.

7.2. Payment. Some of the Service offerings may require payment of fees. All fees are
stated in U.S. Dollars. You agree to pay all fees or charges to your Account in
accordance with the fees, charges and billing terms in effect at the time a fee or
charge is due and payable. You must provide Atomist with a valid credit card
(“Payment Provider”), or purchase order information as a condition to signing up
for the Services. Your Payment Provider agreement governs your use of the
designated credit card or PayPal account, and you must refer to that agreement and
not the Agreement to determine your rights and liabilities. By providing Atomist
with your credit card number or PayPal account and associated payment information, you agree that Atomist is authorized to immediately invoice your Account for all fees and charges due and payable to Atomist hereunder and that no additional notice or consent is required. You agree to promptly notify Atomist of any change in your billing address or the credit card or PayPal account used for payment hereunder. Atomist reserves the right at any time to change its prices and billing methods, either immediately upon posting on Atomist Properties or by e-mail delivery to you.

7.3. **Service Subscription Fees.** You will be responsible for payment of any applicable fee for any Services (each, a “**Service Subscription Fee**”) at the time you create your Account and select your subscription plan (each, a “**Service Commencement Date**”). Except as set forth in the Agreement, all fees for the Services are non-refundable.

7.4. **Automatic Renewal.** You may select a subscription plan with either a monthly or an annual subscription period. After your initial subscription period, and again after any subsequent subscription period, your new subscription period will automatically commence on the first day following the end of such period (each, a “**Renewal Commencement Date**”) and continue for an equivalent period. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription at least (a) thirty (30) days prior to the Renewal Commencement Date (or in the event that you receive a notice from Atomist that your subscription will be automatically renewed, you will have thirty (30) days from the date of the Atomist notice), by logging into and going to the “Change/Cancel Membership” page of your “Account Settings” page. If you do not wish your Account to automatically renew, or if you want to change or terminate your subscription, please contact Atomist at support@atomist.com or log in and go to the “Change/Cancel Subscription” page on your “Account Settings” page. If you cancel your subscription pursuant to this section you will not be eligible for a prorated refund of any portion of the subscription fee for the then-current subscription period; you may use your subscription until the end of your then-current subscription period; and your subscription will not be renewed after your then-current term expires. By subscribing, you authorize Atomist to charge your Payment Provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if Atomist does not receive payment from your Payment Provider, (i) you agree to pay all amounts due on your Account upon demand, and/or (ii) you agree that Atomist may either terminate or suspend your subscription and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription period will begin as of the day payment was received).

7.5. **Taxes.** Atomist’s fees are net of any applicable taxes, levies or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) income taxes.

8. **Indemnification.** You agree to indemnify and hold Atomist harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, Atomist Properties; or (c) your violation of the Agreement. We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.
You agree that the provisions in this section will survive any termination of your Account, the Agreement or your access to Atomist Properties.

9. DISCLAIMER OF WARRANTIES AND CONDITIONS

9.1. **As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF ATOMIST PROPERTIES, INCLUDING BUT NOT LIMITED TO PRE-RELEASE PROPERTIES, IS AT YOUR SOLE RISK, AND ATOMIST PROPERTIES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. ATOMIST PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE.

9.1.a. WE DO NOT WARRANT THAT (i) THE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ATOMIST PROPERTIES WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE ATOMIST PROPERTIES WILL BE CORRECTED.

9.2. **No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT ATOMIST PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD ATOMIST PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES ON THE WEBSITE, INCLUDING OPERATORS OF EXTERNAL SITES AND/OR MATERIALS THAT ARE HOSTED BY SUCH THIRD PARTIES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

9.3. **No Liability for Conduct of Other Users.** YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF ATOMIST PROPERTIES. YOU UNDERSTAND THAT ATOMIST DOES NOT REVIEW OR MONITOR, AND DOES NOT APPROVE, ENDORSE OR MANDATORY ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO USER CONTENT, AND THAT YOU USE ALL USER CONTENT AND INTERACT WITH OTHER USERS AT YOUR OWN RISK.

10. LIMITATION OF LIABILITY

10.1. **Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL ATOMIST BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ATOMIST PROPERTIES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF
OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF ATOMIST PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE ATOMIST PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH ATOMIST PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON ATOMIST PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO ATOMIST PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF ATOMIST FOR (A) DEATH OR PERSONAL INJURY CAUSED BY AN ATOMIST’S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY ATOMIST’S FRAUD OR FRAUDULENT MISREPRESENTATION.

10.2. Cap on Liability. UNDER NO CIRCUMSTANCES WILL ATOMIST PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE TOTAL AMOUNT PAID TO ATOMIST BY YOU DURING THE SIX-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY AND (B) $500. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF ATOMIST FOR (A) DEATH OR PERSONAL INJURY CAUSED BY AN ATOMIST’S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY ATOMIST’S FRAUD OR FRAUDULENT MISREPRESENTATION.

11. Remedies. If we become aware of any possible violations by you of the Agreement, we reserve the right to investigate such violations. If, as a result of the investigation, we believe that criminal activity has occurred, we reserve the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. We are entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in Atomist Properties, including Your Content, in our possession in connection with your use of Atomist Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Agreement, (3) respond to any claims that Your Content violates the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or personal safety of Atomist, its Users or the public, and all enforcement or other government officials, as we in our sole discretion believe is necessary or appropriate.

12. TERM AND TERMINATION

12.1. Term. The Agreement commences on the date when you accept it (as described in the preambles above) and remains in full force and effect while you use Atomist Properties, unless terminated earlier in accordance with the Agreement.

12.2. Prior Use. Notwithstanding the foregoing, if you used Atomist Properties prior to the date you accepted the Agreement, you hereby acknowledge and agree that the Agreement commenced on the date you first used Atomist Properties (whichever is earlier) and will remain in full force and effect while you use Atomist Properties, unless earlier terminated in accordance with the Agreement.
12.3. **Termination of Services by Atomist for Cause.** If timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of the Agreement, or if Atomist is required to do so by law (e.g., where the provision of the Website or the Services is, or becomes, unlawful), we have the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all such terminations shall be made in Atomist’s sole discretion and that Atomist shall not be liable to you or any third party for any such termination.

12.4. **Termination of Services by You.** If you want to terminate the Services provided by Atomist, you may do so by (a) notifying Atomist at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Atomist's address set forth below. If you terminate any Services during a subscription period, you will not be eligible for a prorated portion of the subscription fee for the then-current subscription period. THE SERVICES WILL CONTINUE AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS YOU CANCEL YOUR SUBSCRIPTION IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 7.4.

12.5. **Effect of Termination.** Termination of any Service includes removal of access to such Service and barring of further use of the Atomist Properties. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof). Upon termination of any Service, your right to use such Service and any associated Atomist Properties will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. We will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

12.6. **No Subsequent Registration.** If your registration(s) with or ability to access Atomist Properties, or any User team is discontinued by us due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access Atomist Properties or any Atomist User team through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Atomist Properties to which your access has been terminated. In the event that you violate the immediately preceding sentence, we reserve the right, in our sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

13. **International Users.** Atomist Properties can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Atomist intends to announce such Services or Content in your country. Atomist Properties are controlled and offered by Atomist from its facilities in the United States of America. Atomist makes no representations that Atomist Properties are appropriate or available for use in other locations. Those who access or use Atomist Properties from other countries do so at their own volition and are responsible for compliance with local law.
14. GENERAL PROVISIONS

14.1. Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to Atomist Properties, please contact us at: support@atomist.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

14.2. Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Atomist agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in City and County of San Francisco, California.

14.3. Governing Law and Jurisdiction. THE AGREEMENT AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THESE AGREEMENT

14.4. Notice. Where Atomist requires that you provide an e-mail address, you are responsible for providing Atomist with your most current e-mail address. In the event that the last e-mail address you provided to Atomist is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Atomist’s dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Atomist at the following address: Atomist, Inc., 600 California St, 11th Floor, San Francisco, California 94108. Such notice shall be deemed given when received by Atomist by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

14.5. Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.6. Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

14.7. Export Control. You may not use, export, import, or transfer Atomist Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Atomist Properties, and any other applicable laws. In particular, but without limitation, Atomist Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Person’s List or Entity List. By using Atomist Properties, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use Atomist Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge
and agree that products, services or technology provided by Atomist are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Atomist products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

14.8. **Entire Agreement.** The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

End of Agreement

Questions about the Terms should be sent to support@atomist.com.

The most recent version of these terms is always available at https://atomist.com/terms