

# FAMILYSEARCH INTERNATIONAL SOLUTIONS PROGRAM AGREEMENT

Welcome to the FamilySearch Solutions Program!

By signing this SOLUTIONS PROGRAM AGREEMENT (this “Agreement”), you, as the Solution Provider, agree to all of the provisions of this Agreement and to all of the FamilySearch Solutions Program Terms and Conditions (the “Terms and Conditions”). Please read both of these documents carefully. If you have any questions, please ask. You will be legally bound by both this Agreement and by the Terms and Conditions once you sign this Agreement.

Please note: If the Solution Provider is a business entity, references in this Agreement to “you” and “your” refer to the business entity and not to the individual who signs this Agreement on behalf of the Solution Provider.

## AGREEMENT

Our mission at FamilySearch International (“FSI”), a nonprofit, is to make as much of the world’s genealogically relevant data available for free as quickly as possible. The FamilySearch Solutions Program (the “Program”) is intended to encourage innovation in the genealogy industry and to assist innovators in the creation of genealogy-related tools and services. FSI has accepted your application to be a “Solution Provider” (on condition of your accepting this Agreement) because you have developed, or are in the process of developing, one or more pieces of software, applications, programs, books, fan charts, or some other solutions or items that may be of interest to FSI users (individually and collectively referred to as your “Solution”).

You have been assigned to the Program level (“Program Level”) indicated below:

- Registered Solution Provider
- Compatible Solution Provider
- Emerging Solution Provider
- Innovator

As a Solution Provider, you hereby agree to be bound by the Terms and Conditions, as such may be updated or revised from time to time. The Terms and Conditions are incorporated into this Agreement by reference. You acknowledge that you have read, understand, and agree to the Terms and Conditions. Your breach or violation of the Terms and Conditions will constitute a material breach of this Agreement. You acknowledge that the Terms and Conditions may be updated or revised from time to time, without notice to you, and it is your responsibility to periodically check the Terms and Conditions for changes.

You further agree:

1. You must be a properly organized business entity with a valid U.S. Federal Tax Identification number (or equivalent for non-U.S. entities), unless you have been assigned to the Innovator Program Level in which case you may be an individual. You are not a representative or agent, and (in your status as a Solution Provider) you are not an employee, of FSI. You will not be considered to be, and will not hold yourself out to be, a partner, joint venturer, agent, representative, or employee of FSI. You are independent from FSI. You have no right to commit FSI to any obligation or course of action. You are solely responsible for your Solution (including for any costs or fees associated with your Solution) and for all of your own decisions, actions, and expenses.
2. If you are assigned to the Innovator Program Level, you will receive free access to certain of FSI’s non-production APIs to assist in your development activities. You acknowledge that your development activities as an Innovator are for your own benefit and account, and are not for the benefit or account of FSI. You will not be expected to deliver or license any of your Solution or any of your intellectual property to FamilySearch while you are participating in the Innovator Program Level. If you and FSI desire to pursue any further relationship beyond the Innovator Program Level, including

- allowing FSI access to your Solution and/or allowing you or your Solution to access FSI's live database or "Production API," then you will be required to enter into another agreement with FSI, or enter into a different Program Level. At that time, if you are an individual, you will be required to establish a business entity.
3. The representations contained in your application were true when they were made and will continue to be true. You acknowledge that FSI relied on what you said (or did not say) in your application when selecting you as a Solution Provider and assigning you to the relevant Program Level. If any information you provided in your application changes, you must immediately notify FSI.
  4. You will designate an individual to act as your primary point of contact with FSI. You may change your point of contact by giving written notice to FSI.
  5. The date you sign this Agreement is referred to as the "Effective Date." Within 15 days after the Effective Date, Solution Providers other than those assigned to the Innovator Program Level, are required to pay a processing fee to FSI in the amount of \$199. If the processing fee is not paid in full within that 15 day period, FSI may terminate this Agreement by providing written notice to you.
  6. This Agreement will commence on the Effective Date and, unless terminated as provided in this Agreement, will continue in effect for one year from the Effective Date (or 9 months from the Effective Date if you have been assigned to the Innovator Program Level). Solution Providers, other than those assigned to the Innovator Program Level, may request 1 year renewals of this Agreement by providing a written request for renewal to FSI no later than 45 days before the term or renewal term expires and by paying an annual, nonrefundable renewal fee (currently set at \$199) no later than 30 days before the expiration of the term or renewal term then in effect. FSI may grant or deny your request for a renewal for any reason, or for no reason. FSI may terminate this Agreement and your status as a Solution Provider at any time during the term or any renewal term for any reason, or for no reason, by giving you 30 days prior notice, which notice may be in writing or by email. You may terminate this Agreement within 15 days after FSI updates or revises the Terms and Conditions by giving FSI 30 days' prior notice, which notice may be in writing or by email. Either party may terminate this Agreement immediately for a material breach by the other party that remains uncured for 10 days after delivery of written notice of such breach.
  7. If FSI determines, in its sole discretion, that there exists a need to remove or modify content from your Solution, you agree to remove or modify such content, at your own expense, immediately upon written notice from FSI. Likewise, if your Solution has been included on FSI's "Solutions Gallery," FSI may remove your Solution from the Solutions Gallery at any time and with or without notice if FSI determines, in its sole discretion, that there exists a need to do so.
  8. Upon expiration or termination of this Agreement, your participation in the Program will cease. If your Solution is included on the FSI Solutions Gallery, it may be removed upon expiration or termination of this Agreement in the sole discretion of FSI. If you have been given access to any FSI data (through any FSI application programming interface (individually an "FSI API," and collectively the "FSI APIs") or otherwise), you must immediately cease using the data, and you will no longer have access to any of the FSI APIs. Following termination of this Agreement, FSI will no longer refer to you as an FSI Solution Provider, and you will no longer refer to yourself as an FSI Solution Provider or as a participant in the Program.
  9. You hereby grant to FSI a limited, worldwide, non-exclusive, and royalty-free license to use your name, and any trademark(s), logo(s), descriptions, photos, or screenshots that identify or describe you or your Solution, for any purpose and in any medium (now known or later developed) in connection with the Program as FSI deems appropriate in its sole discretion.
  10. FSI hereby grants to you a limited, worldwide, non-exclusive, non-transferable, revocable, non-sublicensable, and royalty-free license during the term of this Agreement to use the Program logo that is applicable to the Program Level to which you have been assigned (the "Program Logo"), as the Program Logo is furnished to you by FSI. During the term of this Agreement, you may only use the Program Logo in order to promote, market, sell, and operate your Solution. You agree not to use the Program Logo for any other purpose. In order to preserve FSI's rights in the Program Logo, your use of the Program Logo must be in accordance with [FSI's Trademark Usage Guidelines](#) as such guidelines may be

revised or updated from time to time. Upon expiration or termination of this Agreement for any reason (or upon FSI's request, at any time and for any or no reason), you must immediately cease using the Program Logo. Any use of the Program Logo shall inure to the benefit of FSI. You may not use any other FSI logo or trademark without the express written consent of FSI.

11. You represent and warrant to FSI that you own, or have rights to, all intellectual property and other proprietary rights that constitute a part of your Solution, or that are reasonably necessary to use your Solution, and you agree to indemnify and protect FSI and its officers, directors, agents, employees, volunteers, and representatives against any losses or claims that your Solution infringes on any intellectual property or other proprietary rights of a third party. Unless you have been assigned to the Innovator Program Level, you hereby grant to FSI a non-exclusive, worldwide, and royalty-free license to copy, reproduce, display, publish, perform, create derivative works from, transmit, use, or otherwise exploit any intellectual property you own, or to which you have rights that allow you to grant such a license, that is necessary, in FSI's sole discretion, to allow FSI or its patrons and users to use your Solution as intended.
12. You are solely responsible for your Solution. You will provide commercially reasonable customer and technical support and maintenance to users of your Solution in a timely manner and as required by, or as FSI may deem appropriate for, the Program Level to which you have been assigned. You will make it easy for users of your Solution to contact you. You agree to indemnify and protect FSI and its officers, directors, agents, employees, volunteers, and representatives against any and all losses or claims in any way related to the use of, or inability to use, your Solution.
13. Except as otherwise expressly agreed to in writing by you and FSI, this Agreement and the Terms and Conditions that are incorporated herein supersede and replace all prior agreements and understandings, oral or written, between you and FSI relating to your Solution, the inclusion of your Solution (or any variation thereof) into FSI's App Gallery, and related matters.
14. This Agreement will be governed and construed according to Utah law, without regard to conflicts of law principles. Any dispute between you and FSI that cannot be resolved through good faith discussions will be resolved in the courts located in Salt Lake County, Utah, and you consent to the jurisdiction and venue of such courts.
15. The person who signs this Agreement has the right to bind you to this Agreement.

By signing this Agreement, you agree to comply with the above terms as well as the Terms and Conditions, as such Terms and Conditions may be revised from time to time.

SOLUTION PROVIDER (“YOU”):

Your Information (Please complete)

Company Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Tax ID No. (EIN or equivalent  
for non-U.S. entities): \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Signature

Sign here: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## FAMILYSEARCH INTERNATIONAL

### SOLUTIONS PROGRAM TERMS AND CONDITIONS

If you or your Solution is selected to participate in the FamilySearch Solutions Program, you will be required, as the Solution Provider, to sign a Solutions Program Agreement in which you commit to comply with the following Terms and Conditions in addition to the terms of the Solutions Program Agreement. Please read these Terms and Conditions carefully. If you have any questions, please ask. BY SIGNING THE SOLUTIONS PROGRAM AGREEMENT AND BY CLICKING THE “I ACCEPT” BUTTON AT THE END OF THESE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND UNDERSTAND THESE TERMS AND CONDITIONS, AND THAT YOU AGREE TO BE LEGALLY BOUND BY THEM.

**Please note:** Certain capitalized words that are not defined in these Terms and Conditions are defined in the Solutions Program Agreement. Unless the Solution Provider is an individual, references in these Terms and Conditions to “you” and “your” shall refer to the business entity that is the Solution Provider and not to the individual who signs the Agreement on behalf of the Solution Provider.

Our mission at FamilySearch International (“FSI”), a nonprofit, is to make as much of the world’s genealogically relevant data available for free as quickly as possible. The FSI Solutions Program (the “Program”) is intended to encourage innovation in the genealogy industry and to assist innovators in the creation of genealogy-related tools and services.

We reserve the right to change these Terms and Conditions at any time and without notice, so please check them regularly. Continuing to act as a Solution Provider constitutes your acceptance of any changes to these Terms and Conditions. If you do not agree with any revised terms, you should notify us immediately.

#### **Independence.**

Unless you are a Solution Provider that is assigned to the Innovator Program Level, you must be a properly organized business entity with a valid U.S. Federal Tax Identification number (or equivalent for non-U.S. entities). As a Solution Provider, you will not act as, or hold yourself out to be, a partner, joint venturer, agent, representative, employee, or employer of FSI. As a Solution Provider, you have no right to exercise any control whatsoever over the activities or operations of FSI, or to commit FSI to any obligation or course of action. You are solely responsible for your Solution and for any costs or expenses in connection with your Solution.

#### **Additional Provisions Applicable to Innovator Program Level.**

If you are assigned to the Innovator Program Level, you will receive free access to certain of FSI’s non-production APIs to assist in your development activities. You acknowledge that your development activities as an Innovator are for your own benefit and account, and are not for the benefit or account of FSI. You will not be expected to deliver or license any of your Solution or any of your intellectual property to FamilySearch while you are participating in the Innovator Program Level. If you and FSI desire to pursue any further relationship beyond the Innovator Program Level, including allowing FSI access to your Solution and/or allowing you or your Solution to access FSI’s live database or “Production API,” then you will be required to enter into another agreement with FSI, or enter into a different Program Level. At that time, if you are an individual, you will be required to establish a business entity.

#### **Solution Support.**

You are solely responsible for providing meaningful customer support, technical support, and maintenance for your Solution in a timely and competent manner. You should make it easy for people to contact you.

## **Expenses.**

Unless otherwise agreed in writing, you are responsible for providing all equipment, internet access, office space, travel expenses, and related materials and expertise needed to develop, implement, market, support, license, and sell your Solution and to complete your obligations hereunder. Without limiting the foregoing, you are responsible for all income taxes, value added taxes, employment taxes, workers' compensation insurance, and similar government surcharges that may be applicable to your Solution or to your activities as a Solution Provider.

## **Intellectual Property.**

You represent and warrant that you own, or have all the necessary rights to, all of the intellectual property, data, and proprietary information, materials, and rights that are incorporated in, that constitute a part of, or that are reasonably necessary for the development and/or use of, your Solution. You agree to indemnify and hold harmless FSI and its officers, directors, agents, employees, volunteers, and representatives against any and all claims, liability, and damages arising out of any claim that your Solution, or any part thereof, infringes any intellectual property right, trade secret, right of publicity, right of privacy, or other proprietary right of a third party.

## **Publicity.**

Without the prior written approval of FSI, you agree that you will not advertise, publicize, or issue a press release containing any information regarding this Agreement or the relationship between you and FSI to any person, organization, or media entity. You may not refer to FSI in any list of partners or customers, or in any marketing or sales communication, except with written authorization from FSI for a specific reference instance, which authorization may be withheld at FSI's sole discretion. Notwithstanding the foregoing, you are allowed to make necessary disclosures in regulatory filings or to your employees, agents, affiliates, vendors, and professional advisors, provided that such disclosure does not otherwise violate this provision.

Whenever publicity is approved by FSI, you agree to avoid any communications or activities that would imply or give the appearance of an endorsement of you or your Solution by FSI beyond that stated in specific text approved in writing by FSI or which might be inferred by your status as an approved Solution Provider.

## **Confidential Information.**

- (a) Confidentiality Obligation. You agree to preserve the confidentiality of all Confidential Information (defined below) that is provided to you by FSI (including by any FSI officers, directors, employees, volunteers, representatives, or agents) in connection with your status as a Solution Provider. You agree that you will not, without the prior written consent of FSI, disclose, display, or make available to any third party, or use for your own or any other person or entity's benefit, other than as necessary in performance of your obligations or exercise of your rights as a Solution Provider, any Confidential Information of FSI or its affiliates. You may only disclose such Confidential Information to those of your employees, officers, directors, affiliates, professional advisers, and agents who have a clear and well-defined "need to know" such Confidential Information and who are bound by a confidentiality agreement at least as restrictive as this provision. You must promptly notify FSI of any unauthorized use or disclosure of FSI's Confidential Information.
- (b) Survival. Your confidentiality obligation described above will remain in effect even after you cease to be a Solution Provider. When you cease to be a Solution Provider, you agree to return or destroy all of FSI's Confidential Information and any and all copies or extracts thereof in your possession. Notwithstanding the foregoing, you are not required to return or destroy Confidential Information to the extent that you are required to retain it by applicable laws, regulations, or audit requirements, or when such Confidential Information is held in archive or back-up systems in accordance with general systems archiving or backup policies, provided that any Confidential Information that is retained will be subject to the obligations described above for however long such Confidential Information is retained.
- (c) Exclusions. The obligations of confidentiality described above will not apply to any information that you can document: (a) is or becomes information in the public domain without any act or omission by you or others acting for you, (b) was in your possession free of any obligation of confidentiality before being disclosed to you by FSI, (c) was disclosed to you without restriction by a third party without breach by such third party of any obligation to keep such information

confidential, or (d) was independently developed by you without use of any Confidential Information. You may disclose Confidential Information as required pursuant to any valid regulation or order of a court or other governmental body or agency, provided that, in advance of such disclosure, if possible, you promptly notify FSI and use diligent efforts to limit disclosure and, if FSI requests, to seek confidential treatment or a protective order and allow FSI to participate in the proceeding at its own expense.

- (d) Definition of Confidential Information. “Confidential Information” includes all of the following, whether in tangible or intangible form (e.g., electronically communicated information, information retained in memory, orally communicated information, etc.): any information about FSI that would reasonably be considered confidential or proprietary to FSI; and any non-public information about or relating to FSI’s finances, business strategy, business plans, present or future products, clients, affiliates, technical capabilities, employees, volunteers, processes, know-how, trade secrets, vendors, or patrons.

### **Privacy.**

You must at all times abide by all applicable privacy laws throughout the world. In the event of a violation, or suspected violation, of any privacy laws, you must immediately notify FSI, and you agree to take any action necessary to remedy the violation or suspected violation. You agree to indemnify and hold harmless FSI against any claims, liability, or damages caused by such violation.

If you collect any personal information from users of your Solution, or otherwise, you must have and abide by an appropriate privacy policy, and you must comply with all applicable laws, policies, and regulations relating to the collection, use, and sharing of personal information from users. You agree to use commercially reasonable efforts to ensure that users of your Solution are provided with clear and comprehensive information about, and consent to, the collection, storing, and accessing of cookies or other information on the users’ devices when such activity occurs in connection with your Solution and when providing such information and obtaining such consent is required by law.

### **Notifications.**

You agree to receive all postal mail, email, and other notifications from FSI during your term as a Solution Provider. You also agree that FSI may use your information to contact you as needed regarding your participation in the Program. You may not “opt out” of these communications.

### **General Rules Applicable to Your Solution.**

- Your Solution must be stable and easily navigable.
- Your Solution must not confuse, deceive, defraud, mislead, or harass anyone.
- You must be transparent about your identity and your Solution’s identity.
- If your Solution is accessible through FSI’s website or in connection with an FSI API, your Solution must not use an unreasonable amount of bandwidth, or adversely impact the stability of FSI’s servers or the behavior of other solutions using the FSI website or any of the FSI APIs, all as determined in FSI’s sole discretion. FSI may, in its sole discretion, rate limit, block, or terminate solutions (including your Solution) that make a large number of calls to, or that otherwise use large amounts of bandwidth of, the FSI website or any of the FSI APIs.
- Except as expressly set forth herein, your Solution must not allow the copying of data from any of the FSI APIs without FSI’s prior written consent.
- Your Solution must not allow the reverse engineering of: (i) any other solution offered by another Solution Provider, (ii) the FSI website, (iii) any of the FSI APIs, or (iv) any service or product offered by FSI.
- Except as expressly set forth herein, your Solution must not allow any data derived from or through FSI to be sold, leased, or sublicensed to any third party without the prior written consent of FSI.

- Your Solution must comply with all applicable laws and regulations.
- Your Solution must not contain any material or content that is libelous, slanderous, defamatory, obscene, indecent, discriminatory, or inflammatory.

#### **FamilySearch Libraries.**

If requested to do so in writing by FSI, you hereby agree to provide full and free access to your Solution to patrons who are physically located on the premises of any of FSI’s libraries, family history centers, FamilySearch centers, or “Discovery” centers (collectively referred to as the “FamilySearch Libraries”), including all features and associated materials and/or information (if any) of your Solution that you can legally provide and that you make available to other users of your Solution. FSI will make commercially reasonable efforts to provide you with technical information sufficient to permit you to provide this free access to your Solution. You agree that FSI may, where FSI deems it appropriate, cause your Solution to be presented to patrons in one or more FamilySearch Libraries within a frame in the FSI website and/or in a separate browsing window, at FSI’s sole discretion. Your Solution that is made freely available to patrons in the FamilySearch Libraries may include advertisements directed to those patrons that promote your Solution and/or related products and services, including product names, pricing, and/or promotions intended to encourage patrons of the FamilySearch Libraries to consider becoming your commercial customers; provided, however, that any such in-Solution advertising shall be approved in writing by FSI before its use, and that FSI will have the continued right to stop or require modification to all such advertising (for any or no reason and with or without notice). You further agree that you may not purposefully solicit patrons to actually purchase anything from you while they are physically located on the premises of any of the FamilySearch Libraries.

#### **Solutions Gallery.**

FSI maintains on its website a Solutions Gallery, which includes a brief description of, and a link to, solutions that are part of the Program. The Solutions Gallery replaces the App Gallery, which has been discontinued by FSI. If your Solution is accepted into the Program, you will have the right, if you so choose, to have your Solution included on the FSI Solutions Gallery, subject to the following Solutions Gallery rules:

- FSI has the right to remove your Solution from the Solutions Gallery at any time and for any or no reason, and with or without notice. Likewise, you may request that your Solution be removed from the Solutions Gallery at any time and for any reason.
- Although FSI is not required to review or approve any information or data you enter into the Solutions Gallery, FSI nevertheless has the right to review and reject any such information or data.
- Any edits or additions you make to the information or materials on the Solutions Gallery relating to your Solution must be approved in writing by FSI in advance.
- You may be required to provide appropriate photos, marketing, and technical descriptions and content for your Solution.
- You must allow users of your Solution to rate and/or comment on your Solution on the Solutions Gallery.
- Any software in connection with your Solution must be downloadable from your Solution or website, and not from the FSI website.
- You must provide your business and contact information, including website, support line, and email addresses in the information available on the Solutions Gallery, and you must include links to such information within your Solution.
- If a user clicks on a link to your Solution from the Solutions Gallery, FSI may notify such user, by pop-up or otherwise, that he or she is leaving the FSI website.
- Your Solution must comply with any other criteria or requirements imposed by FSI from time to time.



## **FSI's Rights.**

In order to enforce its rights, to ensure that solutions are promoting FSI's mission, or to protect FSI's data, website, and the FSI APIs, FSI may disable your Solution, restrict you and your Solution's access to the FSI website and any of the FSI APIs, remove your Solution from the FSI Solutions Gallery, require that you or your Solution delete data, terminate FSI's agreements with you, terminate you as a Solution Provider, or take any other action that FSI deems appropriate in its sole discretion.

FSI may change, suspend, restrict, or discontinue the availability of any of its data or any of the FSI APIs at any time, with or without notice or reason. In addition, FSI may impose limits on certain features and services or restrict your access to parts or all of the FSI website or any of the FSI APIs without notice or liability.

If FSI elects to provide you with support or modifications for an FSI API, this support may be terminated at any time without notice to you.

FSI reserves the right to charge fees for future use of, or access to, its data or any of the FSI APIs.

FSI does not guarantee that its website and the FSI APIs are free of inaccuracies, errors, bugs, viruses, malware, or interruptions, or that they are reliable, accurate, complete, or otherwise valid.

## **Provisions Relating to FSI.**

- The FSI website, the FSI APIs, any support or services provided by FSI, and the content and data accessible through the FSI website or any of the FSI APIs, are owned or licensed by FSI, and you are only permitted to use them on a non-exclusive, non-sublicensable basis and in accordance with these Terms and Conditions and the rights and use information or terms of use of the FSI website (as applicable). All rights not expressly granted to you are not granted herein but are reserved by FSI.
- The FSI website, the FSI APIs, any support or services provided by FSI, and the content and data accessed through the FSI website or any FSI API are provided "AS IS" with no warranty of any kind, express or implied, and FSI expressly disclaims any and all warranties, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, availability, security, title, and non-infringement. You are solely responsible for any damage that results from your (and any of your Solution's users') use of, or inability to use, the FSI website, any of the FSI APIs, the FSI services, and any data derived through the FSI website, the FSI APIs, or otherwise, including, but not limited to, any damage to your (or your users') computer system or loss of data.
- FSI shall not, under any circumstances, be liable to you for any indirect, incidental, consequential, moratory, special, punitive, exemplary, multiplier, or deterrence-based damages arising out of or in connection with your use of the FSI website, any of the FSI APIs, any support or services provided by FSI, or the content or data accessed through the FSI website or any of the FSI APIs, whether based on breach of contract, breach of warranty, tort (including negligence, product liability, or otherwise), or for any other pecuniary loss, whether or not FSI has been advised of the possibility of such damages. Under no circumstances shall FSI be liable to you for any amount. Nor are you entitled to equitable or injunction relief or any kind. Your sole remedy for any loss, harm, or injury arising out of your participation in the Program is to withdraw from participation in the Program.
- FSI is not precluded from accepting into the Program, developing for itself, having developed, acquiring, or licensing any solutions or other products or services that are, or that may be, competitive with your Solution and/or other products or services offered by you.
- To the maximum extent permitted by applicable law, you hereby release and waive all claims against FSI, and its affiliates, officers, agents, licensors, co-branders, partners, employees, and volunteers from any and all liability for claims, damages (actual and/or consequential), costs, and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of, or inability to use, the FSI website, the FSI APIs, any support or services provided by FSI, and content and data accessed through the FSI website or the FSI APIs. If you are a California resident, you waive your rights under California Civil Code 1542, which states "A general release does not extend to claims which the

creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

#### **Invalidity of Specific Terms.**

If any provision of these Terms and Conditions or the Solutions Program Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision and that the other provisions remain in full force and effect.

#### **No Waiver of Rights by FSI.**

Any failure on the part of FSI to exercise or enforce any right or provision under these Terms and Conditions or the Solutions Program Agreement shall not constitute a waiver of such right or provision.

#### **Indemnification.**

To the maximum extent permitted by applicable law, you agree to indemnify, hold harmless, and defend FSI and its officers, directors, employees, agents, advisers, volunteers, representatives, and affiliates, at your expense, from any and all third-party claims, actions, proceedings, and suits brought against FSI or any of its officers, directors, employees, agents, advisers, or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys’ fees and other litigation expenses) incurred by FSI or any of its officers, directors, employees, agents, advisers, volunteers, representatives, or affiliates, arising out of or relating to: (i) your breach of any obligation or duty set forth in the Solutions Program Agreement or these Terms and Conditions, (ii) your Solution, or the use of your Solution by FSI or any third party, (iii) your violation of any applicable laws, rules, or regulations in connection with your Solution, (iv) any representation or omission made by you in connection with your application to be a Solution Provider or in connection with your Solution, and (v) your violation of any obligation of privacy to any third party. You agree to cooperate as fully as reasonably required in the defense of any claim against FSI. FSI reserves the right, at its own expense, to assume the exclusive defense and control of any matter covered by your indemnification obligations.

#### **Force Majeure.**

Any delay in the performance of any duties or obligations of either you or FSI will not be considered a breach of these Terms and Conditions or the Solutions Program Agreement if such delay is caused by fire, earthquake, flood, any third party (including contractors, vendors, and service providers), or any other event reasonably beyond the control of such party, provided that such party uses reasonable efforts under the circumstances to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

#### **Applicable Law and Venue.**

You agree that these Terms and Conditions will be governed and construed according to Utah law, without regard to any conflict of law principles. You further agree that any dispute between you and FSI that cannot be resolved through good faith discussions will be resolved in the courts located in Salt Lake County, Utah, and you consent to the exclusive jurisdiction and venue of such courts.

#### **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO COMPATIBLE SOLUTION PROVIDERS, EMERGING SOLUTION PROVIDERS, AND INNOVATORS WHO HAVE ACCESS TO AN FSI API.**

If you have been accepted as a Compatible Solution Provider, as an Emerging Solution Provider, or if you have been assigned to the Innovator Program Level, and if you have been, or will be, granted access to one or more FSI APIs in order for you or your Solution to connect to, or integrate with, the FSI website, then the following additional terms apply to you:

If you are a Solution Provider assigned to the Innovator Program Level, you will not be granted access to the “FSI Production API.” Innovators may only be granted access to the “FSI Beta API” or the “Integration API.” An Innovator who desires access

to the FSI Production API will be required to be accepted into the Compatible Solution Provider Program Level or the Emerging Solution Provider Program Level.

Any developer key provided to you that allows you access to an FSI API is for your use only, and must be kept strictly confidential.

Prior to your Solution being used to access FSI's content through an FSI API, FSI will be allowed reasonable time and access to thoroughly evaluate, test, and/or review your Solution to assure compatibility with FSI's software, website, content, and FSI's mission. Such evaluation and testing may include reasonable use of any tools of FSI's choosing to determine whether your Solution can safely interact with FSI's software, the FSI website, and/or the FSI APIs using programmatic interfaces, XML standards, standardized interfaces, and/or other means. If FSI determines, in its sole discretion, that your Solution does not comply with FSI's standards or is not fully compatible with FSI's software, the FSI website, or the FSI APIs, or if your Solution is otherwise rejected in FSI's sole discretion, your Solution may not be used to access content through FSI's website, the FSI APIs, or otherwise.

You must assure FSI that your Solution and any updates or revisions to your Solution maintain the compatibility and interoperability, and other requirements, required by FSI. Your Solution, and each update or revision of your Solution, will be subject to FSI's compatibility testing prior to any release to the public. Your new, updated, or revised Solution will not be implemented or allowed to go live without the prior written approval of FSI.

You are solely responsible for your Solution, and you agree to indemnify and hold harmless FSI and its affiliates and agents (as provided above) for any claims, damages, or liabilities associated with your Solution.

Subject to compatibility evaluation and testing to the satisfaction of FSI, and further subject to FSI's rights to grant the following license, FSI hereby grants to you a limited, non-exclusive, worldwide, revocable, and non-sublicensable license during the term of the Solutions Program Agreement to: (i) use one or more of the FSI APIs as determined in FSI's sole discretion to display certain publicly available content, as determined by FSI ("Digital Content"), from FSI's database on your Solution, to be available for viewing by your users, provided, that certain Digital Content may be required to be displayed within a frame in your Solution, in a separate browsing window, with reduced image quality, and/or with notices or restrictions of FSI's choosing; (ii) make limited, intermediate, and completely ephemeral copies of Digital Content from FSI's database solely as necessary to exercise your rights and perform your obligations hereunder; and (iii) grant users of your Solution the revocable right to access and view Digital Content from FSI's database in accordance with the terms of these Terms and Conditions, the Solutions Program Agreement, and any other terms set by FSI (including, without limitation, any terms of use provided by FSI).

FSI reserves the right to modify, change, update, terminate, limit, and/or enhance the FSI APIs (and your, and your users', access to any of the FSI APIs) at any time, for any or no reason, and with or without notice to you. You acknowledge and agree that modifications may affect your ability and your users' ability to access content through FSI's website, the FSI APIs, or otherwise, and may require you to make changes to your Solution at your sole cost to enable the Solution to continue to be compatible with, or to interface with, FSI's website or the FSI APIs. FSI will not be liable or responsible for any costs incurred by you as a result of any such modification or termination.

You agree not to use, or allow or facilitate the use of, any alternative means, such as robots, spiders, scraping, or other technology, to access, query, or use FSI's website, the FSI APIs, or any data from FSI's website or any of the FSI APIs. You may not distribute, publish, facilitate, enable, or allow access or linking to FSI's website or any of the FSI APIs from any location or source other than through your Solution. You may not modify, decompile, or otherwise alter FSI's website, any of the FSI APIs, or any Digital Content, without prior written consent of FSI. You warrant that your use of any, and or all, of the FSI APIs will not: (a) infringe on any third party's copyright, patent, trademark, trade secret, or other property or proprietary right, including, without limitation, right of publicity or privacy; (b) violate any law, statute, ordinance, contract, or regulation; (c) be defamatory, libelous, or slanderous; or (d) contain any viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or other personal information. FSI has the right to establish and enforce volume or bandwidth limitations on your use, or your Solution's and users' use, of any of the FSI APIs. You may not copy and transfer Digital Content, except as specifically allowed by FSI. In the event that FSI determines in its sole discretion that there exists a need to remove

access to certain Digital Content that is displayed on or through, or otherwise used by, your Solution, you agree to promptly remove such Digital Content upon written notice by FSI.

If you or your Solution suffers a security breach potentially affecting FSI's data, the FSI APIs, or Digital Content, you must notify FSI of such security breach as soon as reasonably practicable, but in no event more than 24 hours after discovery of such breach; and you agree to coordinate, cooperate, and assist FSI with any investigation, containment, and mitigation of the breach, including allowing FSI to conduct its own forensic assessment of the security breach using an independent third party auditor.

Last updated: \_\_May 10, 2019\_\_\_\_\_

**I ACCEPT. By checking this box I certify that I have read, understand, and accept all of the foregoing Terms and Conditions and that I have authority to bind the Solution Provider.**