



## **USER TERMS OF SERVICE AGREEMENT**

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**ARROWScores® ARCHERY TOURNAMENT REGISTRATION AND SCORING CLOUD-BASED SOFTWARE AS A SERVICE WEB AND MOBILE APPLICATIONS PLATFORM (© 2025 NASP®. All Rights Reserved) AND THIS WEBSITE ARE OWNED AND PROVIDED BY NATIONAL ARCHERY IN THE SCHOOLS PROGRAM, INC. ("NASP®," "US," "OUR," "WE"). USE OF ARROWScores® WEB AND MOBILE APPLICATION SERVICES IS GOVERNED BY THIS USER TERMS OF SERVICE AGREEMENT (THIS "AGREEMENT") LIMITED TO PERSONS 18 YEARS OF AGE OR OLDER. IF YOU ARE UNDER 18 YEARS OF AGE, PLEASE EXIT THIS WEBSITE AS YOU ARE NOT AUTHORIZED TO HAVE AN ARROWScores® USER ACCOUNT. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY CREATING AN ARROWScores® USER ACCOUNT, REGISTERING FOR AN EVENT, USING OUR MOBILE APP, OR OTHERWISE ACCESSING THE ARROWScores® PLATFORM, YOU REPRESENT THAT: (A) YOU ARE 18 YEARS OF AGE OR OLDER; (B) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND OUR PRIVACY AND ACCEPTABLE USE POLICIES; (C) YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT FOR YOURSELF, AND IF ENTERING THIS AGREEMENT ON BEHALF OF ANY ENTITY, ORGANIZATION, ASSOCIATION OR GROUP, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY; AND (D) YOU AND ANY ENTITY YOU MAY REPRESENT, ACCEPT AND AGREE TO BE LEGALLY BOUND BY THE TERMS HEREIN.**

### **1. DEFINITIONS.**

(a) **"Arrowscores®," "arrowscores.com"** and/or the **"Services"** when used herein mean and refer to the Arrowscores® cloud-based archery tournament online registration and scoring software as a service web and mobile applications platform owned, operated and provided to Users by NASP® pursuant to this Agreement.

(b) **"Content"** generally means and includes all information in any form submitted to or posted on Arrowscores® by us, by any Organization, Tournament Host, other third-party authorized by us, or by any User, including you.

(c) **"Documentation"** means the proprietary end-user manuals, handbooks, and guides relating to Arrowscores® we make available to download arrowscores.com.

(d) **"NASP®," "Provider," "We," or "Us,"** means National Archery in the Schools Program, Inc., a Wisconsin non-profit corporation and tax-exempt organization pursuant to 26 U.S.C. § 501(c)(3), owner and provider of the Arrowscores® Services pursuant to this Agreement, and any agreements incorporating or referring to the terms of this Agreement.

(e) **"Organization"** means an independent third-party entity that has entered an Organization Agreement with NASP® to authorize and oversee the posting of Tournaments on and use of Arrowscores® by Tournament Hosts and other Users to register, score and rank Tournament participant results.

(f) **"Privacy Policy"** means the Arrowscores® Privacy and Acceptable Use Policies available at arrowscores.com, the terms of which (as may be revised by us from time to time) are fully incorporated in and made a part of this Agreement.

(g) **"Provider IP"** means all of the following which are exclusively owned by and the intellectual property of NASP®, regardless of form or format in which they are generated, maintained or transmitted and regardless of whether registered with the U.S. Copyright Office: this Agreement, our Privacy Policy, the

Documentation, Arrowscores® including without limitation: (i) the Arrowscores® internal system administrator manuals and guides; (ii) Arrowscores® requirements documentation including without limitation, statements identifying Arrowscores® attributes, capabilities, characteristics and qualities; (iii) Arrowscores® architecture and design documentation; (iv) Arrowscores® technical documentation including but not limited to source code, algorithms, interfaces and APIs; (v) Arrowscores® marketing plans, materials and analyses, whether or not registered for copyright; (vi) the registered name “Arrowscores®,” all iterations thereof, any other trade names, marks, logos, text, designs, images, audio and video materials on the Arrowscores® website/mobile application. Arrowscores® IP is protected under federal law, including without limitation, federal copyright and trademark laws, and under applicable state intellectual property and trade secrets laws, and applicable international treaties. All such rights are reserved to NASP®. For avoidance of doubt, Arrowscores® IP includes aggregated statistics and any information, data, or other content derived from Provider's monitoring of Users' access to or use of the Services, but does not include individual User Content.

(h) **“Services”** means Arrowscores®. Services does not mean or include, nor does NASP® do any of the following with respect to Tournaments (as defined below) or Tournament venues: organize, produce, sponsor, oversee, host, inspect, approve, operate, coordinate, supervise, control, direct, manage, insure, judge, coach, staff, or furnish archery or other equipment for Tournaments; or own, operate, lease or insure Tournament venues; or charge or collect Tournament registration fees.

(i) **“Term”** means the period of time starting on the date you first create a User Account in Arrowscores® through the date your User Account, use and access to Arrowscores® is terminated for any reason.

(j) **“Third-Party Products”** means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible on or through Arrowscores®.

(k) **“Tournament”** means any archery tournament hosted by an Organization, or by a Tournament Host with the prior approval and oversight of an Organization, which has been posted on arrowscores.com for registering Tournament participants, computing Tournament scores and ranking the results. Each Tournament must be posted under and associated with an arrowscores.com listed Organization. We reserve the right to decline to post or to remove Tournaments posted on arrowscores.com that are not preapproved by and associated with an Organization.

(l) **“Tournament Host”** means an individual or entity that has entered a Tournament Host Agreement with us to use Arrowscores® under the oversight of an Organization to post a Tournament the individual or entity is organizing and hosting, register participants, compute their Tournament scores and rank the results.

(m) **“User”** means you, whether you are an individual, Organization, Tournament Host or other entity, and with respect to an Organization, Tournament Host or other entity, also means and includes Organization Administrators, and any employees, officers, members, consultants, volunteers, participants, contractors, and agents of such Organization, Tournament Host or other entity authorized to access and use Arrowscores® under the rights granted pursuant to this Agreement and any other Agreement such Organization, Tournament Host or other entity may enter with us.

(n) **“User Content”** means (other than aggregated statistics, the information, data, and other content, in any form or medium, that you or other Users, including Organizations and Tournament Hosts, submit to, post on, or otherwise transmit to or through Arrowscores®).

## **2. ACCESS AND USE.**

(a) **Provision of Access.** Subject to and conditioned upon your ongoing compliance with all terms and conditions of this Agreement and any other agreement you may enter with us, we hereby grant you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use Arrowscores® during the Term solely for your personal or internal business operations in accordance with the terms and conditions herein.

(b) **Documentation License.** Subject to the terms and conditions of this Agreement, we hereby grant you a non-exclusive, non-transferable, non-sublicensable, license to use the Documentation during the Term solely for your personal or internal business purposes in connection with use of the Services.

(c) **Downloadable Software.** If your use of the Services requires downloadable software, we grant you a non-transferable, non-exclusive, non-assignable, limited right for Users to use downloadable software we provide as part of the Services. Any Third-Party Products consisting of downloadable software are subject to the terms of Section 3(d) of this Agreement.

(d) **Use Restrictions.**

(i) You shall not, and shall not permit any other User or other person to access and use Arrowscores®, any component of Arrowscores®, the Documentation, or any other Provider IP, for any purpose beyond the scope of the access granted herein or prohibited by this Agreement. You shall not at any time, directly or indirectly, and shall not permit any other Users or other persons to: (i) copy, modify, or create derivative works of Arrowscores®, any software component thereof, or any Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make Arrowscores® or Documentation available

except as expressly permitted by this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Arrowscores®, in whole or in part; (iv) remove any proprietary notices from Arrowscores® or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of ours, or of any other individual or entity, or that violates any applicable local, state or federal law, regulation, or rule.

(ii) **Provider IP Ownership: Feedback.** As between you and us, (A) we own all right, title, and interest, including all intellectual property rights, in and to all Provider IP and (B) you own all right, title, and interest, including all intellectual property rights, in and to your User Data. If you or any of your employees, contractors, or agents send or transmit any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

(iii) **User Content.** Your submission of any User Content to Arrowscores® is governed by this Agreement and our Privacy Policy incorporated herein. By submitting any User Content to Arrowscores®, whether personal to you or concerning any other individual or entity, you represent and warrant that (A) such User Content is true, accurate and complete; (B) that you will maintain and update such User Content in Arrowscores® as needed so that it remains true, accurate and complete; (C) the Content is yours (you own it) or you have the right to use and submit it to Arrowscores®, and the right to grant us the rights and license to use it set forth in this Agreement; and (D) your submission of the User Content to Arrowscores® does not violate the privacy rights, publicity rights, copyright or trademark rights, contract rights or any other rights of any individual or entity. You agree that we have the right to terminate the account of any User, including you, found to be infringing on a copyright or trademark. You retain any and all of your rights to the User Content you submit to Arrowscores® and are responsible for protecting those rights. NASP is not responsible for, and does not accept or assume, but expressly disclaims any duty, responsibility or liability whatsoever for User Content submitted by you or any User to Arrowscores®. Regardless, by submitting User Content and using Arrowscores®, you grant us a non-exclusive, royalty-free, worldwide license to use, modify, publicly display, reproduce, aggregate (pursuant to section 2(e) below), and distribute, the User Content, and perform all acts with respect to the User Content as we deem necessary to provide the Services to you and other Users. You further agree that this license includes the right for us to make your Content available to other Arrowscores® Users who may also use your User Content subject to these Terms. We reserve the right, but expressly disclaim any obligation to monitor and edit User Content. In addition, all Content you find on or through Arrowscores® other than User Content is our property, or is being used by us with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without our express advance written permission.

(e) **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Provider may monitor your use of the Services and collect and compile data and information related to your use of Arrowscores® for our use in an aggregated and anonymized manner, including to compile statistical and performance information related to our ownership and operation of Arrowscores® (“Aggregated Statistics”). As between you and us, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by us. You acknowledge that we may compile Aggregated Statistics based on User Content input into Arrowscores®. You agree that we may (i) make Aggregated Statistics publicly available when required for our compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that our use of such Aggregated Statistics is consistent with our then current Privacy Policy.

### 3. **USER RESPONSIBILITIES.**

(a) **Acceptable Use Policy.** You shall not use or permit any other User or person to use Arrowscores® for any unlawful, fraudulent, offensive, or obscene activity or purpose, as further described and set forth in our Privacy Policy. When using Arrowscores®, you will comply with all terms and conditions of this Agreement, all Policies and other agreements incorporated in or incorporating this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on arrowscores.com from time to time.

#### (b) **Account Use and Indemnification.**

(i) You are responsible and liable for all uses of Arrowscores® and the Documentation by you, or directly or indirectly through you resulting from the access to Arrowscores® we provide to you under this Agreement, whether such access or use violates this Agreement. Without limiting the generality of the foregoing, you are responsible for all of your acts and omissions as a User and for all acts and omissions of any other individual or

entity you permit to access Arrowscores® through your User Account. Any act or omission taken by any such individual or entity accessing Arrowscores® through your User Account that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all individuals and entities you permit to access Arrowscores® through your User Account aware of the terms and conditions of this Agreement and shall cause all such individuals and entities to comply with the terms and conditions herein; and

(ii) You agree to indemnify, hold harmless, and at our option, defend us and our directors, officers, employees, representative, agents, affiliates, successors, and assigns from and against any and all losses, damages, judgments, orders, awards, fines, and penalties, of any kind or nature, whether pursuant to statute, in tort, contract, or at equity, and any and all associated costs and expenses (including court costs and reasonable attorney fees), arising from or relating to the claim of any third-party: (i) that the User Content submitted by you or through you to Arrowscores®, or use of any such User Content in Arrowscores® infringes or misappropriates such third party's federal or state intellectual property or trade secrets rights; or (ii) that is based on your negligence, or your willful misuse of Arrowscores® in a manner not permitted by this Agreement, or the negligence or willful misuse of any individual or entity accessing Arrowscores® through your User Account; provided in either case, that you may not settle any third-party claim against us unless we consent in writing to such settlement, and further provided that we will have the right, at our option, to defend ourselves against any such third-party claim or to participate in the defense thereof by legal counsel of our own choice.

(c) **User Credentials.** You are solely responsible for keeping your User Name, Password and other credentials associated with your User Account ("User Credentials") confidential and secure and for any and all consequences of your failure to do so. You will not sell, assign or transfer your User Credentials to any other individual or entity. You will promptly notify us about any unauthorized access to your User Credentials.

(d) **Third-Party Weblinks and Products.** From time to time, we may permit one or more third-parties to provide links to their websites, products, services or opportunities on Arrowscores®. Such third-party website links are provided solely for your convenience. Your access and use of any such third-party site is subject to the third-party's own terms of use and policies published on that third-party website or elsewhere. We are not affiliated or associated with and do not own, operate or control any such third parties or third-party websites linked to arrowscores.com. We are not responsible for and expressly disclaim any responsibility for any and all content on third-party websites linked to arrowscores.com. We make no representations and further expressly disclaim any and all warranties related to the security of such third-party websites or any personally identifiable information Users may submit to such website including credit card or other financial information. We further expressly disclaim any and all warranties, including without limitation warranties of merchantability, fitness for a particular purpose, title and non-infringement, related to any products or services offered on such third-party websites or by such third-parties. YOUR USE OF ANY SUCH THIRD-PARTY WEBSITE, WEBSITE CONTENT, LINKS, PRODUCTS OR SERVICES ON OR AVAILABLE THROUGH SUCH SITES WILL AT ALL TIMES BE AT YOUR OWN RISK..

4. **ASSUMPTION OF RISK AND RELEASE.** Archery, by its nature, involves risks of serious injury (including permanent disability or death) and property damage. You freely and expressly assume all such risks when participating in or attending a Tournament. To the fullest extent permitted by law, you forever release and discharge NASP®, its directors, officers, employees, volunteers, representatives and licensors, and their respective successors, heirs and permitted assigns, from any and all claims, demands, causes of action, damages, losses or expenses of any kind or nature whatsoever arising out of or relating to: (i) bodily injury, illness or death; (ii) loss of or damage to property; or (iii) any dispute with a Tournament Host, Organization, or other third party, with respect to your use of the Services and/or any Tournament.

5. **NO WARRANTIES.** ARROWScores® AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WE MAKE NO WARRANTY OF ANY KIND THAT ARROWScores®, ANY CONTENT (INCLUDING ANY AND ALL USER CONTENT AND SCORING DATA), PRODUCTS, OR RESULTS OF THE USE OF ANY OF THE FOREGOING, WILL MEET YOUR OR ANY OTHER INDIVIDUAL'S OR ENTITY'S REQUIREMENTS OR EXPECTATIONS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH YOUR OR ANY THIRD PARTY'S SOFTWARE, HARDWARE, SYSTEM, INTERNET OR OTHER TELECOMMUNICATIONS SERVICE, OR BE SECURE, ACCURATE, OR COMPLETE, OR FREE OF HARMFUL CODE, VIRUS, OR OTHER MALWARE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

6. **LIMITATION OF LIABILITY.** IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, OR ANY OF OUR OR THEIR HEIRS, SUCCESSORS OR ASSIGNS, BE RESPONSIBLE OR LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING IN CONNECTION WITH THE USE, INABILITY TO USE OR THE RESULTS OF USE

OF ARROWScores®, OR ANY WEBSITES LINKED TO ARROWScores.COM UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY CLAIMS (INCLUDING THIRD-PARTY CLAIMS) FOR: (i) COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE, LOST BUSINESS, BUSINESS OPPORTUNITIES, CONTRACTS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, INCLUDING WITHOUT LIMITATION, DUE TO VIRUSES OR MALWARE INTRODUCED BY YOUR ACCESS TO OR USE OF; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, OR (vi) COSTS OF LITIGATION OR ARBITRATION OR ATTORNEYS FEES, IN EACH CASE REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE LESSER OF THE TOTAL MONETARY AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT ENTERED BY YOU WITH US IN THE TWELVE (12) MONTH PERIOD PRECEDING ANY OCCURRENCE, INCLUDING BUT NOT LIMITED TO ANY TOURNAMENT, GIVING RISE TO A CLAIM, OR THE SUM OF ONE-HUNDRED AND 00/100's DOLLARS (U.S.) (\$100.00).

7. **SUSPENSION AND TERMINATION.** We do not guarantee that your access to and use of Arrowscores® or any Content in Arrowscores® will always be available or uninterrupted. We may suspend or terminate your access to Arrowscores® or limit access to certain Users without prior notice, at any time, for any length of time, for any reason, including, without limitation, for our own business operations, for reasons beyond our control, or for cause for your breach of this Agreement, any Policy incorporated herein, or any other agreement you may enter with us. In the event we suspend or terminate your User Account, your access to Arrowscores® will end immediately.

(a) **Suspension for Maintenance.** We may suspend the Services periodically for our maintenance purposes. We will use commercially reasonable efforts to provide written notice on arrowscores.com of any such suspension of the Services and the date and time at which we anticipate resumption of User access to Arrowscores®.

(b) **Technical Suspension.** We do not guarantee that your access to and use of Arrowscores® or any Content will always be available without interruption. We may temporarily suspend, restrict or terminate any or all of the Services for our business or operational needs, including but limited to if our connection or access to a third-party utility service or vendor required for us to provide Arrowscores® to Users is interrupted or terminated for any reason (each a "Technical Suspension"). Following a Technical Suspension, we will make commercially reasonable efforts as we are able under the relevant circumstances to provide updates on arrowscores.com regarding when access to Arrowscores® will resume, and will resume providing access to Arrowscores® as soon as we deem reasonably possible following resolution of the event giving rise to the Technical Suspension. We will have no responsibility or liability to you or any User for, and expressly disclaim any responsibility and liability for, any damages, liabilities, losses (including economic losses), or any other consequences that Users may incur as a result of a Technical Suspension.

(c) **Suspension or Termination for Cause.** Notwithstanding anything to the contrary in this Agreement, and in addition to any other express right of termination stated in this Agreement, we may temporarily suspend your User Account and access to Arrowscores® if we determine that: (A) your continued use of the Services presents a credible threat of misuse or misappropriation, or that you have misused or misappropriated any of our Provider IP in violation of any provision of section 2(d) of this Agreement; (B) your use of the Provider IP disrupts or poses a security risk to Arrowscores®, to any or our Content or other IP, or to the Content or other intellectual property of any other User, Tournament Host or Organization; (C) you are using Provider IP for fraudulent or illegal activities or in violation of our Privacy Policy; (D) you fail to pay any fees due to us under your User account for prior use of the Services within sixty (60) days of invoice date; or (E) our provision of the Services to you is prohibited by applicable law.

(d) **User Termination.** You may notify us at any time that you wish to close and terminate your User Account by sending a written request to terminate the Account with your contact information and User Credentials by electronic mail to us at: [support@arrowscores.com](mailto:support@arrowscores.com). Upon receipt of your request, we will have up to ninety (90) days to effect termination of your User Account. Termination will be subject to the provisions in section 7(e) below.

(e) **Effect of Termination.** The suspension or termination of your User Account will not terminate your obligation (as applicable) to pay to us any and all fees due on your User Account through the suspension or termination date. Upon termination of your User Account, this Agreement will terminate except for those provisions which survive termination pursuant to Section 8(e) herein. If we terminate your User Account for any reason, we will deactivate and delete all User Credentials for the User Account, and in our sole discretion, retain or delete all User

Content associated with your User Account. You acknowledge and agree that we are not and will not be liable to you or to any other individual or entity accessing Arrowscores® through your User Account, or to any third party, for any termination or suspension of your use of Arrowscores® or access to any User Content associated with your User Account, and will have no obligation to make any such User Content available to you at any time following suspension or termination. We hereby reserve the right to take any and all commercial and legal steps we deem necessary and appropriate to monitor and confirm your compliance with the terms and conditions of this Agreement and to enforce those terms to protect our legal and equitable rights, including in our Provider IP, and the rights and privacy of other Users. The provisions of this Section 7 shall survive the termination of your User Account.

## **8. MISCELLANEOUS**

(a) **Modifications.** You acknowledge and agree that we have the right, in our sole discretion, to update or modify the terms of this Agreement, and/or our Privacy Policy from time to time, and that any such updated or modified terms become effective when we post them on arrowscores.com. You are responsible for reviewing and becoming familiar with any such revisions. Your continued use of Arrowscores® after the effective date of the modifications will be deemed as your acceptance of the revised terms.

(b) **Export Regulation.** The Services utilize software and technology that may be subject to U.S. export control laws, including the United States Export Administration Act and its associated regulations. You will not, directly or indirectly, export, re-export, or release the Services or the software or technology included in the Services to, or make the Services or the software or technology included in the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the software or technology included in the Services available outside the United States of America.

(c) **U.S. Government Agencies and Contractors Rights.** Each of the software components that constitute the Services and the Documentation is a “commercial product” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the United States government or any contractor of a United States government agency, you have the same, but no greater, rights with respect to the Services and Documentation as are granted to all other end users, pursuant to (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government customers and their contractors.

(d) **Governing Law and Jurisdiction.** This agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin. Except as otherwise set forth herein, any legal suit, action, or proceeding arising out of, or related to] this Agreement, or the rights granted hereunder, will be instituted exclusively in a Wisconsin State court of competent jurisdiction located in the city of Sheboygan, Sheboygan County, Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding.

(e) **Survival.** The preamble, Sections 1, 3(b) and (d), 4, 5, 6, 7(e) and this Section 8, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

(f) **Entire Agreement, Severability, No Waiver, Assignment.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure by us to act with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.

(g) **Notices.** Any notices to us must be sent to our corporate headquarters address available at arrowscores.com and must be delivered by U.S. certified mail, return receipt requested and postage prepaid, or by nationally recognized overnight courier service with receipted delivery, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.