

Pre-Release Software User Agreement

Updated 11 November 2025

By clicking on the “I Accept” button below, You agree to the following terms of use for the pre-release version of FoundThat (known as “Software”):

This pre-release software user agreement (the “Agreement”) is by and between FoundThat, LLC (“FoundThat”) and you (“You”).

- 1. License.** FoundThat grants to You a fourteen (14) day, free, non-exclusive, non-transferable, non-sublicensable license to use the Software solely for the purposes of testing, research, and evaluation on a single literature review or similar project. This 14-day use term shall begin when you complete the online user signup and end the earlier of (a) fourteen days immediately following signup, or (b) termination by either party per this Agreement. You may continue using the Software past Your 14-day trial, subject to agreed to terms with FoundThat that may include payment of a subscription fee. FoundThat will shut down Software access, without notice upon (1) expiration of Your 14-day trial, and (2) You do not work out terms with FoundThat for continued use. You shall not modify, disassemble, decompile, reverse engineer, rent, lease, loan, transfer, or make copies of the Software. Software access will be solely online through the username and password You setup. You shall not let others use your username/password to access or use the Software. FoundThat reserves the right to immediately terminate Your licence and prevent access to the Software in the event You breach this Agreement in any manner.
- 2. Ownership.** All title, interest, and ownership rights in and to the Software and associated documentation, including any improvements, modifications, and enhancements made thereto, are and shall remain in FoundThat or FoundThat’s partners. Except for those rights expressly granted herein, no other rights are granted, either express or implied, to You.
- 3. Confidentiality.** You agree to keep confidential any information, data, and materials related to the Software that you may come in contact with during the License term and not share information with any third party without the express written consent of FoundThat. You will use commercially reasonable steps to protect Confidential Information from unauthorized use or disclosure.
- 4. Termination.** Either party may immediately terminate this Agreement, for any reason, by email notification to the other party. FoundThat does not guarantee that any such publicly available Software version will be released. In the event of termination, by either party, for any reason other than FoundThat’s gross negligence or gross misconduct in delivering services, You shall not be entitled to reimbursement of any fees paid to FoundThat.
- 5. Data & Feedback.** You agree that FoundThat may obtain information and data from You in connection with Your signup, access to, and use of the Software. FoundThat may also collect and process technical and performance information about your use of the Software. Any feedback and information collected may be used to support and troubleshoot issues, provide updates, analyze trends, and improve FoundThat products or services. FoundThat shall be allowed to use such data and share such data with FoundThat partners. You shall provide feedback to FoundThat on the Software from time to time as reasonably requested by FoundThat, and FoundThat shall have a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify and otherwise exploit any feedback and information it gathers or receives without restriction.
- 6. Disclaimer of Warranty / Limitation of Liability.** THE SOFTWARE MAY CONTAIN ERRORS. THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. FOUNDTHAT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE TOTAL LIABILITY OF FOUNDTHAT ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$50. IN NO EVENT SHALL FOUNDTHAT HAVE LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7. Miscellaneous.** This Agreement shall be governed by the laws of Minnesota without reference to conflict of laws or principles. You shall not assign this Agreement, directly or indirectly, by operation of law or otherwise, without the prior written consent of FoundThat. Paragraphs 2, 3, 5, and 6 shall survive expiration or termination of this Agreement. This is the entire agreement between the parties relating to the subject matter hereof. No waiver or modification of this Agreement shall be valid unless in writing signed by each party. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

____ I accept the terms of this user agreement.