

Authorjhharrington.com

Terms of Use

The following terms and conditions ("Terms of Use") govern all use of the authorjhharrington.com website and all content, services and products available at or through the website (taken together, the Website). The Website is owned and operated by Petrichor Holdings LLC ("Petrichor Holdings"). The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Petrichor Holdings' Privacy Policy) and procedures that may be published from time to time on this Website by Petrichor Holdings (collectively, the "Agreement").

1. Licenses, Restrictions and Proprietary Rights.

1.1 License to Use the Services and/or the Website. Subject to the terms and conditions of these Terms of Use (including the restrictions and limitations set forth in Section 1.2 below), Petrichor Holdings hereby grants you a limited, non-exclusive, non-transferable right and license under its applicable intellectual property rights to use the Services and/or the Website during the term of these Terms of Use. Petrichor Holdings retains the right to modify, change, or otherwise alter these Terms of Use at any time, and without notice to you.

1.2 Restrictions. The rights granted to you in these Terms of Use are subject to the following restrictions: you shall not (a) copy, modify, make derivative works based on, or publicly display the Services and/or the Website (or any portion thereof), other than as expressly permitted under these Terms of Use, (b) distribute, sell, rent, lease, transfer or sublicense or provide access to third parties to the Services and/or the Website (or any portion thereof); (c) decompile, reverse engineer, disassemble or otherwise determine or attempt to determine the source code of any software included in the Services and/or the Website; (d) copy, frame or mirror any part or content of the Services and/or the Website, other than copying or framing on your own intranets or otherwise for your own internal business purposes; (e) analyze, use or otherwise access the Services and/or the Website to build a similar or competitive product or service, to copy its features or functionality or for any other benchmarking or competitive purpose; (f) access or attempt to access the Services and/or the Website improperly or use the Services and/or the Website other than as permitted by these Terms of Use, (g) use the Services and/or the Website with any application not supported by Petrichor Holdings, (h) disrupt, interfere with, or intentionally damage or impede the Services and/or the Website (or attempt to do so) , (i) provide or submit to Petrichor Holdings, post to the Website, or use the Services and/or the Website to store or transmit, any content or information that is libelous, defamatory, vulgar, obscene, harassing, abusive, or unlawful or that violates the privacy or intellectual property rights of a third party, (j) modify the Services and/or the Website, or any software or other content included therein, in any way that infringes the intellectual property rights of a third party, (k) upload or transmit to the Website any computer virus, worm, Trojan horse or other malicious code, (l) advertise or offer to sell any products or services or conduct surveys or contests through the Services and/or the Website, (m) harvest, mine or otherwise collect data from others through the Services and/or the Website without their consent, (n) use the Petrichor Holdings proxy to transmit spam, chain letters or other similar unsolicited e-mails, hack into a

third party website, or mask an identity or location, or (o) permit, or provide assistance to, any other party in doing any of the foregoing. Further, you agree to use the Services and/or the Website only in compliance with all applicable laws and regulations.

1.3 Ownership. Petrichor Holdings and its licensors retain ownership of the Website and all software, data and other content contained therein or provided by Petrichor Holdings in connection with the Services and/or the Website. Subject to the limited rights and licenses expressly granted under these Terms of Use, all right, title and interest in and to the Services and/or the Website (and all software, data and other content contained therein or provided by Petrichor Holdings in connection therewith), including all intellectual property rights therein, are owned by, and shall remain the exclusive property of, Petrichor Holdings and its licensors. As between you and Petrichor Holdings, you retain sole ownership of, and retain all right, title and interest in, your data, content, communications and other information that you post or provide to Petrichor Holdings in connection with your use of the Services and/or the Website (“Your Information”), subject to Petrichor Holdings’ right to use Your Information in the provision of any services to you, as otherwise set forth in these Terms of Use or other service agreement between you and Petrichor Holdings, and as required by law.

1.4 License to Petrichor Holdings to Use Suggestions and Modifications. You grant to Petrichor Holdings a royalty-free, worldwide, sub-licensable, transferable, irrevocable, perpetual right and license to use and/or incorporate into the Services and/or the Website (or any component thereof), any modifications, enhancements, ideas or suggestions that you request, recommend, suggest or otherwise provide to Petrichor Holdings relating in any way to the operation, features or functionality of the Services and/or the Website (including the right to copy, modify, distribute and publicly perform and display any such modifications, enhancements, ideas and/or suggestions).

1.5 Trademarks and Copyright Notices. All trademarks, logos and service marks contained in the Services and/or the Website or the software or other content associated with the Services and/or the Website (“Marks”) are the property of Petrichor Holdings or other third parties. You are not permitted to use any Mark without the prior written consent of its owner except as otherwise expressly permitted under these Terms of Use. You shall not delete or falsify any copyright notices, author attributions or other proprietary designations contained in content located on the Services and/or the Website or accessed through the Services.

1.6 Copyright Policy. Petrichor Holdings respects the intellectual property of others and asks that its customers do the same. Petrichor Holdings has adopted and implemented a policy respecting copyright law that provides for removal of infringing materials. If you believe that one of Petrichor Holdings’ users is, through the use of the Services and/or the Website, unlawfully infringing the copyright(s) in a work, and you wish to have the allegedly infringing material removed, please contact us at jhowardharrington@gmail.com.

1.7 Additional Customer Duties; Indemnification. As between you and Petrichor Holdings, you shall be solely responsible for the accuracy, integrity and legality of Your Information. You agree to indemnify and hold harmless Petrichor Holdings, its subsidiaries, and their respective affiliates, officers, directors, employees, contractors and agents, from and against any losses, costs (including attorney’s fees), damages, claims, suits, proceedings, settlements and causes of action arising out of or related to (a) Your Information, (b) the misuse of the Services

and/or the Website, or any violation of these Terms of Use or applicable law, by you, or other individuals who gained access to the Services and/or the Website as a result of their association with you, or (c) any breach or alleged breach by you of an agreement between you and a third party (including, without limitation, customers, clients, suppliers, employees and contractors) or any other claim from a third party related to your relationship with, or duties owed to, such party.

2. Maintenance.

Petrichor Holdings reserves the right to perform routine system maintenance and systems updates to the Services and/or the Website at any time, without notification to you.

3. Confidentiality.

3.1 Definition. As used herein, "Confidential Information" means all confidential information disclosed or made available by a party ("Disclosing Party") to the other party ("Receiving Party") in connection with Petrichor Holdings' provision of the Services and/or the Website to you, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. Without limiting the foregoing, (a) each party's Confidential Information shall include its business, marketing and sales plans, financial and technical information, and information related to its current or planned products and services, (b) Your Confidential Information shall include Your Information and (c) Petrichor Holdings Confidential Information shall include all software, technology, information and other content contained in the Services and/or the Website, along with any Petrichor Holdings third party information entrusted to Petrichor Holdings and shared with you in the course of your use of the Services and/or the Website.

3.2 Obligations. The Receiving Party shall hold in confidence and not disclose to any third party the Disclosing Party's Confidential Information, except as otherwise approved in writing by the Disclosing Party. The Receiving Party shall not use the Disclosing Party's Confidential Information other than as permitted by these Terms of Use. The Receiving Party shall protect the Disclosing Party's Confidential Information using at least the same degree of care that it uses to protect its own confidential information of similar kind, but in no event less than a reasonable degree of care, and shall limit access to the Disclosing Party's Confidential Information to those of its employees and consultants having a need to know and who are subject to an agreement with the Receiving Party that contains non-disclosure and non-use obligations at least as restrictive as those contained herein. Each party will promptly notify the other in the event that it becomes aware of any loss or unauthorized disclosure of the other party's Confidential Information. Notwithstanding the foregoing, a Receiving Party shall have no obligation under this Section 3.2 with respect to any Disclosing Party Confidential Information that (a) was in the public domain or generally known to the public at the time it was provided or made available to the Receiving Party by the Disclosing Party, or subsequently enters the public domain or becomes generally known through no breach of these Terms of Use by the Receiving Party, (b) the Receiving Party can show was either known by the Receiving Party prior to the time it was provided or made available by the Disclosing Party, or subsequently received from a third party without breach of confidentiality obligations owed to the Disclosing Party, or (c) the Receiving Party can show was independently developed by the Receiving Party (as evidenced by the Receiving Party's written records). In addition, the Receiving Party may disclose the

Disclosing Party's Confidential Information to the extent such disclosure is required by law or a valid order of a court or other governmental body having jurisdiction, provided that the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure (to the extent legally permitted) and cooperates with the Disclosing Party in any lawful action to contest or limit such disclosure. Notwithstanding anything contained in this Section 3.2 to the contrary, Petrichor Holdings shall be permitted to (i) provide access to Your Information to providers of third-party services and/or applications utilized in Petrichor Holdings' provision of the Services and/or the Website and (ii) disclose Your Confidential Information to its affiliated entities (and their employees and contractors) as it deems necessary or advisable in connection with your use of the Services and/or the Website.

3.3 Disclaimer. Certain of the Your Information or other data that you provide in connection with your use of the Services and/or the Website may be stored on a cloud computing platform controlled by a third party. Petrichor Holdings believes that third-party platform to be highly secure but can provide no assurances that Your Information or other data stored on such platform will be free from access or discovery by a third party. You acknowledge and agree that Petrichor Holdings is not responsible for, and shall have no liability with respect to, any dissemination or discovery of your data, content, communications or other information (including Your Confidential Information) that occurs as a result of that third party platform being breached or improperly accessed or used or through the intentional misconduct or negligence of the third party's employees, contractors or agents.

4. Warranty and Disclaimers.

ALL SERVICES PROVIDED UNDER THESE TERMS OF USE ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. PETRICHOR HOLDINGS MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES AND/OR THE WEBSITE, SOFTWARE OR OTHER CONTENT, MATERIALS OR INFORMATION PROVIDED OR MADE AVAILABLE IN CONNECTION WITH THESE TERMS OF USE AND PETRICHOR HOLDINGS DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. WITHOUT LIMITING THE FOREGOING, PETRICHOR HOLDINGS PROVIDES NO WARRANTY THAT USE OF THE SERVICES AND/OR THE WEBSITE WILL BE SECURE OR FREE FROM BUGS, VIRUSES OR ERROR, THAT THE SERVICES AND/OR THE WEBSITE, OR ANY FEATURES OR FUNCTIONALITY THEREOF, WILL BE UNINTERRUPTED OR AVAILABLE WHEN NEEDED OR THAT THE DATA AND INFORMATION YOU PROVIDE IN CONNECTION WITH USE OF THE SERVICES AND/OR THE WEBSITE WILL BE SECURE, BACKED-UP OR PRESERVED. THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

ANY DATA YOU ENTER INTO THE SERVICES AND/OR THE WEBSITE, AND ANY CUSTOMIZATION MADE TO THE SERVICES AND/OR THE WEBSITE BY OR FOR YOU, DURING ANY TRIAL PERIOD MAY BE LOST. YOU ACKNOWLEDGE THAT, FOLLOWING THE TERMINATION OF YOUR AGREEMENT WITH PETRICHOR HOLDINGS, PETRICHOR HOLDINGS WILL HAVE NO OBLIGATION TO RETAIN OR

STORE ANY DATA OR OTHER INFORMATION THAT YOU SUBMIT TO OR THROUGH THE SERVICES AND/OR THE WEBSITE. YOU ARE ADVISED TO BACK UP AND STORE ANY DATA OR OTHER INFORMATION THAT YOU SUBMIT TO OR USE WITH THE SERVICES AND/OR THE WEBSITE.

5. Limitation of Liability.

IN NO EVENT SHALL PETRICHOR HOLDINGS'S AGGREGATE LIABILITY ARISING UNDER OR RELATED TO THESE TERMS OF USE ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID TO PETRICHOR HOLDINGS BY YOU FOR USE OF THE SERVICES AND/OR THE WEBSITE DURING THE 6 MONTHS PRECEDING THE DATE THE CAUSE OF ACTION AROSE. IN THE EVENT YOU ARE USING WEBSITE DURING A TRIAL PERIOD, SUCH LIMIT SHALL BE SET AT \$500.00. IN NO EVENT SHALL PETRICHOR HOLDINGS, OR ITS LICENSORS, BE LIABLE YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST BUSINESS, LOST DATA, FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR ANY SERVICES PROVIDED HEREUNDER HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF PETRICHOR HOLDINGS HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

6. Privacy Policy. For information regarding Petrichor Holdings' privacy policy and how any data or information that you provide will be treated, please read the Petrichor Holdings privacy policy, which is incorporated herein by reference. By accepting these Terms of Use, you agree to Petrichor Holdings' use of the data and other information you submit through the Website or otherwise provide to Petrichor Holdings in accordance with such privacy policy and these Terms of Use.

7. Termination.

Petrichor Holdings may terminate your use of the Services and/or the Website for any reason, at any time, unless otherwise obligated under the terms of a services agreement. You may terminate your use of the Services and/or the Website for any reason at any time, unless otherwise obligated under the terms of a services agreement. Upon termination of these Terms of Use, all rights and licenses granted to you to access and use the Services and/or the Website shall cease immediately and your access to the Services and/or the Website will be disabled and discontinued. YOU ACKNOWLEDGE THAT FOLLOWING TERMINATION OF THESE TERMS OF USE YOU MAY LOSE INFORMATION AND DATA THAT YOU STORED IN, OR OBTAINED THROUGH USE OF THE SERVICES AND/OR THE WEBSITE. IT IS YOUR SOLE RESPONSIBILITY TO BACKUP AND PRESERVE THIS INFORMATION

AND DATA PRIOR TO THE TERMINATION OF YOUR USE OF THE SERVICES AND/OR THE WEBSITE. Notwithstanding the foregoing, the following sections (or portions thereof) of these Terms of Use, and the rights and obligations thereunder, shall survive any expiration or termination of these Terms of Use: 1.2 through 1.7 (inclusive), 3, 4, 5, 6, 8, 10, 11 and 13, along with the final sentence of Section 2 and the disclaimer contained in Section 9.

8. Third-Party Applications.

The Services and/or the Website is designed to interoperate with certain third-party tools, applications and services (including, but not limited to, APIs, content delivery networks and computational tools) (“Third-Party Applications”). You acknowledge and agree that its use of, and any warranties respecting, any such Third-Party Applications are governed by a separate agreement between you and the provider of such Third-Party Application and that Petrichor Holdings has no responsibility or liability related to the performance or your use of Third-Party Applications. If you install or enable a Third-Party Application for use with the Services or the Services and/or the Website, you hereby (a) grant Petrichor Holdings the right to permit the provider of such Third-Party Application to access Your Information and accounts and (b) agree to grant Petrichor Holdings access to your accounts for such Third-Party Applications, in each case as required for the interoperation of the Third-Party Applications with the Services and/or the Website. Petrichor Holdings is not responsible for any disclosure, loss, or corruption of Your Information resulting from access by a Third-Party Application.

9. Modifications to Features and Functionality.

You acknowledge and agree that Petrichor Holdings has the right to modify the features and functionality of the Services and/or the Website from time to time without prior notice to you, including the right to discontinue any feature or functionality. Without limiting the foregoing, Petrichor Holdings has the right to discontinue any features of the Services and/or the Website that rely on Third Party Applications in the event that such Third Party Applications are no longer available to Petrichor Holdings or are no longer available on terms that Petrichor Holdings deems to be commercially reasonable.

10. General Provisions.

11.1. Governing Law and Venue. These Terms of Use and performance by the parties hereunder shall be construed in accordance with the laws of the State of Kansas, U.S.A., without regard to conflicts of laws provisions thereof. You consent to the exclusive jurisdiction of, and venue in, the state and federal courts within the state of Kansas for any action or proceeding arising from or relating to these Terms of Use. Notwithstanding the foregoing, Petrichor Holdings may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

11.2 Export Compliance. You acknowledge and agree that the Services and/or the Website provided by Petrichor Holdings, under these Terms of Use, may be subject to restrictions and controls imposed by the United States Export Administration Act, and the regulations thereunder. You represent and warrant that (a) you will not export or provide any software or other information or data provided or made available by Petrichor Holdings under these Terms of Use into any country or to any individual in violation of such restrictions or

controls, or any other applicable export laws, rules or regulations and (b) you are not named on any U.S. government list of persons or entities prohibited from receiving exports.

11.3 Severability. If any provision of these Terms of Use is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to make such provision valid and enforceable and the remaining provisions of these Terms of Use shall remain in effect and enforceable in accordance with their terms.

11.4 Assignment. You may not assign or transfer these Terms of Use or any rights or obligations hereunder, whether voluntary, by operation of law, or otherwise, without the prior written consent of Petrichor Holdings. Any assignment made without the prior written consent of Petrichor Holdings shall be null and void. Petrichor Holdings may assign these Terms of Use at any time including to any successor in interest by way of merger, stock purchase, or acquisition of all or substantially all of the Petrichor Holdings business or assets to which these Terms of Use relates. Petrichor Holdings reserves the right to delegate any or all of its obligations under these Terms of Use to a Petrichor Holdings subsidiary. Subject to the foregoing provisions of this Section, these Terms of Use shall be binding on and inure to the benefit of the parties' successors and assigns.

11.5 Waiver. The failure of either party to exercise any right granted herein or to require any performance of any term of these Terms of Use or the waiver by either party of any breach of these Terms of Use by the other party shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term of these Terms of Use.

11.6 Relationship of the Parties; No Third-Party Beneficiaries. Nothing in these Terms of Use shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. No party is authorized to act as agent for the other party hereunder except as may be otherwise expressly stated in these Terms of Use. There are no third-party beneficiaries to these Terms of Use.

11.7 Equitable Remedies. You acknowledge that the Services and/or the Website contain valuable trade secrets and proprietary information, that any actual or threatened breach by you of Section 1 or 3 will constitute immediate, irreparable harm to Petrichor Holdings for which monetary damages alone would be an inadequate remedy and that Petrichor Holdings may seek injunctive relief for such breach.

11.8 Force Majeure. Petrichor Holdings shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond Petrichor Holdings' reasonable control, including but not limited to Acts of God (including, without limitation, earthquakes, fires, floods, landslides, tornadoes, hurricanes and severe storms), government actions, war, terrorism, civil disturbance, insurrection, sabotage, labor shortages or disputes, delays due to customs or other requirements imposed by foreign jurisdictions (or any agency or body thereof), shortage of energy or equipment, or your fault or negligence.

11.9 Construction. The section headings in these Terms of Use are for convenience only and are not to be used in the interpretation of these Terms of Use.

11.10 Federal Government Use. If the Services and/or the Website, or any portion thereof, are provided or made available for use by a federal government agency or body, the rights granted in the Services and/or the Website (and all technical data and software associated therewith) to such government agency or body include only those rights customarily provided to the other users of the Services and/or the Website as described in these Terms of Use. All technical data, software and content included within the Services and/or the Website were developed exclusively at private expense. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) or, if applicable, under equivalent DFAR provisions. If a government agency or body has a need for rights not conveyed under these terms, it must negotiate with Petrichor Holdings to determine if there are acceptable terms for transferring such rights, and a mutually accepted written addendum specifically conveying such rights must be included in any applicable agreement.