

Recorded Future, Inc.
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Arlington, VA 22201
<https://www.recordedfuture.com/>

**Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)**

- 1. Scope.** This Carahsoft Rider and the Recorded Future, Inc. ('Manufacturer') End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
- 2. Applicability.** The terms and conditions in the attached Manufacturer EULA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See FAR 12.212(a)*), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - (d) Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to
 - (a) Error! Unknown document property name.**

verify Ordering Activity's compliance with this Agreement.

- (e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.
- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To

Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

- (n) Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) Limitation of Liability: Subject to the following:**

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
- (s) Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.
- (u) Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

(RECORDED FUTURE EULA- CARAHSOFT FINAL 4-12-2012)

Recorded Future Software License Agreement

To make things simple, we'll use the terms "Software" to refer to the Recorded Future ForeSite software platform, proprietary computer programs in binary executable form, as well as virtual machines including dependent software components and databases known collectively as the ForeSite Software that you have expressly been provided access to by Recorded Future. "You" and its derivatives to mean you and your company; "RF", "we" or "us" and their derivatives to mean Recorded Future, Inc.; "Agreement" to mean this Software License Agreement. "Order Form" refers to the sheet you sign which accompanies this Software License Agreement.

1. Yes, This is a Contract

We have done our best avoid most of the legal mumbo jumbo that typically makes these things confusing to normal people, but a few legal concepts are unavoidable -- like this one: When you sign the Order Form, or otherwise use the Software you are entering into a contract with RF whereby you agree to abide by this Agreement.

2. What You're Getting and Not Getting

RF will provide you with access to the Software. You may not redistribute or make copies of any part of the Software (that means the content too) or use it except for your own internal purposes.

You agree that you will not reproduce, duplicate, copy, sell, trade or resell the Software or content for any purpose. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software, any third-party components delivered with the Software, or any part thereof. You may not assign (or grant a sub-license of) your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

The Software and the RF name and logo are the property of RF, and, just to be clear, you're not getting any rights to trade names, trade marks, service marks, logos, domain names, and other distinctive brand features (other than the right to access and use the Software per this Agreement).

RF retains all rights, title and interest in the Software. We encourage you to provide RF with comments concerning the RF Software but you also agree that RF will be free to copy and use the feedback with no obligation of any kind to you.

3. Term and Termination

As a licensee to the Software your access to the Software is conditioned on you paying RF a fee. If you fail to pay the fee RF may terminate this agreement. Upon termination you will immediately cease using the software and return to RF all copies of the Software. If you licensed the Software on a subscription basis your rights to use the Software are limited to the subscription period.

4. Nobody's Perfect

Okay, here are some additional but unavoidable legalisms: We think this is a great product, but RF unfortunately can't make any guarantees as to its availability, accuracy, completeness or any other aspect. RF makes the Software available to you on an "as is" and "as available" basis. ACCORDINGLY, YOU ASSUME ALL RISKS IN USING THE SOFTWARE, INCLUDING WITHOUT LIMITATION FOR TRADING OR NATIONAL SECURITY PURPOSES, AND RF WILL NOT BE LIABLE FOR ANY DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PERSON ARISING OUT OF ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE SOFTWARE, ANY CANCELLATION OF ALL OR PART OF THE SOFTWARE, AND ANY INACCURACIES, ERRORS OR OMISSIONS IN THE SOFTWARE. RF MAKES NO WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. Under no circumstances will RF be liable for any indirect, incidental, special or consequential damages with respect to this Agreement, including lost profits, regardless whether such damages could have been foreseen or prevented by RF or whether RF is negligent. Also, RF will not be liable for total damages under this Agreement for any reason, regardless of the basis of the claim, in an amount exceeding the amount of fees paid by you for the Software in the year preceding the claim. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANYTHING INCONSISTENT WITH THIS PARAGRAPH.

You may be given access to certain non-public information, software, and specifications relating to the Software ("**Confidential Information**"), which is confidential and proprietary to RF (including the content and structure of the RF data). You may use this Confidential Information only as necessary in exercising your rights granted in this Agreement. You will not disclose any of this Confidential Information to any third party.

Please don't think we're being unreasonable here – most of this is all pretty standard.

5. General Stuff

This contract between you and us begins when you sign the "Order Form" or other legally binding contract between You and RF.

For legal purposes, this contract will be considered made in Massachusetts and interpreted under Massachusetts law, excluding its conflict of law's provisions. Your right to use the Software was given to YOU, which means you can't transfer that right or palm off your obligations on anyone else. There's no joint venture, partnership, agency or fiduciary

relationship between you and RF just because you agree to this Agreement and use the Software. If this contract terminates, the provisions of Sections 1, 4 & 5 of this Agreement will still apply. Finally, this Agreement is the entire agreement between you and RF regarding the Software and supersedes any prior communications and understandings, whether oral or in writing, concerning the subject matter of the Agreement.

We hope you enjoy using the software – we'd love to hear your feedback!

Terms of Use

To make things simple, we'll use the terms "service" to mean the Recorded Future service including all of its content and cool analytics, "you" and its derivatives to mean you and your company, "we" or "us" and their derivatives to mean Recorded Future, Inc., and "TOU" to mean these Terms of Use.

1. Yes, This is a Real Contract

We have done our best to avoid most of the legal mumbo jumbo that typically makes these things confusing to normal people, but a few legal concepts are unavoidable -- like this one: When you click "I Agree" at the bottom or otherwise use the service, you are entering into a contract with RF whereby you agree to abide by the TOU. From time to time we'll be making tweaks to our TOU. You promise to abide by the new rules of the road as soon as they are posted here. If you have an issue with anything we put in the TOU, you should not use the service because changes to the TOU will become effective immediately and your use of the service is always subject to the latest version of the TOU. Any information to which these TOU hyperlinks are incorporated herein by reference and made an integral part of these TOU.

2. What You're Getting and Not Getting

RF will provide you with access to the service via a password-protected URL designated by RF. How you access that URL is your responsibility. Each RF password authorizes a single end user to access the service and can't be used on more than one machine at a time -- in other words, feel free to access the service from any computer you'd like, but multiple simultaneous logins with the same password are prohibited. Passwords are issued to you for your own use only, so don't go sharing yours with anyone else.

You can't always get what you want, and we can't give you permission to redistribute or make copies, derivative works of, or reverse engineer any part of the service (that means the content too) or use it except for your own internal purposes.

RF is constantly striving to make the service better. We have to have discretion to make changes to it as we see fit. RF offers limited email support for the service as described in the Help section of our website and RF reserves the right to change its support policy at any time.

The service and the RF name and logo are the property of RF and are protected by international treaties and laws of the U.S. and other countries., and, just to be clear, you're not getting any rights in those things (other than the right to access and use the service per the TOU).

3. Access to the RF Services

1. If you are a subscriber to our free Futures, we're giving you access to that service free of charge up to your Futures allowance. We can't promise that the Futures service will stay that way forever. Your constructive feedback is all we ask for at this stage. And just so there are no misunderstandings in that regard, the feedback you give us will become the property of RF for us to use or not use as we see fit with no obligation to you.
2. If you are a subscriber to the full Recorded Future service, your access (beyond any gratis trial period granted to you – which period would be subject to these TOU in all other respects) is conditioned on your paying RF a fee. In the event you lose your access to the service for any reason, including for non-payment of fees, you will lose any stored configurations and other data and settings associated with your account, and RF will not be liable to you or any third party for such loss (see Section 4).

4. Nobody's Perfect

Okay, here are some additional but unavoidable legalisms: We think this is a rocking good service, but RF unfortunately can't make any guarantees as to its availability, accuracy, completeness or any other aspect. RF makes the service available to you on an "as is" and "as available" basis. ACCORDINGLY, YOU ASSUME ALL RISKS IN USING THE SERVICE, INCLUDING WITHOUT LIMITATION FOR TRADING PURPOSES, AND RF WILL NOT BE LIABLE FOR ANY DAMAGES, COSTS AND EXPENSES SUFFERED OR INCURRED BY YOU OR ANY THIRD PERSON UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ARISING OUT OF ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE SERVICE, ANY CANCELLATION OF ALL OR PART OF THE SERVICE, AND ANY INACCURACIES, ERRORS OR OMISSIONS IN THE SERVICE. RF MAKES NO WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. Under no circumstances will RF be liable for any indirect, incidental, special or consequential damages with respect to the subject matter of these TOU, including lost profits, regardless of whether such damages could have been foreseen or prevented by RF. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANYTHING INCONSISTENT WITH THIS PARAGRAPH.

Please don't think we're being unreasonable here – most of this is all pretty standard.

Because we are based in the United States, you have to comply with U.S. export laws and regulations in providing and using the service. You represent that you are not named on any U.S. government list of persons or entities prohibited from receiving exports, and you or users administered by you shall not use the service in violation of any U.S. export embargo, prohibition or restriction.

And one more thing – as you surely know, you cannot use the service for any illegal purposes. That means you will not use the service for anything that is against the laws of any country or state. Don't do anything we wouldn't do.

5. General Stuff

This contract between you and us begins when you click “I Accept” below or otherwise start to use the service. It ends when either you or we say it ends – you by ceasing all use of the service or RF by discontinuing the service or your access to it (which we technically have to have a right to do at any time). If for any reason we terminate the service or your access thereto, you agree that your sole and exclusive remedy is a pro-rata refund of any fee you paid to RF in advance of such termination.

For legal purposes, this contract will be considered made in Massachusetts and interpreted under Massachusetts law. Your right to use the service was given to YOU, which means you can’t transfer that right or palm off your obligations on anyone else. There’s no joint venture, partnership, agency or fiduciary relationship between you and RF just because you agree to the TOU and use the service. If this contract terminates, the provisions of Sections 1, 4 & 5 of the TOU will still apply. Finally, these TOU are the entire agreement between you and RF regarding the service and supersede any prior communications and understandings, whether oral or in writing, concerning the subject matter of these TOU.

We hope you enjoy using the service – we’d love to hear your feedback!

Recorded Future API Terms of Use

To make things simple, we'll use the terms "API" to mean the Recorded Future application programming interface; "Service" to mean the Recorded Future API including its content and analytics that you have specifically purchased from Recorded Future or to which you have expressly been provided access by Recorded Future; "you" and its derivatives to mean you and your company; "RF", "we" or "us" and their derivatives to mean Recorded Future, Inc.; "TOU" to mean these Terms of Use; and "application" means the application for which you use the Service - such as a trading algorithm or software application.

1. Yes, This is a Contract

We have done our best avoid most of the legal mumbo jumbo that typically makes these things confusing to normal people, but a few legal concepts are unavoidable -- like this one: When you click "I Agree" or otherwise use the Service, you are entering into a contract with RF whereby you agree to abide by the TOU. From time to time we'll be making tweaks to our TOU. You promise to abide by the new rules of road as soon as they are posted here. If you have an issue with anything we put in the TOU, you should not use the Service because changes to the TOU will become effective immediately, and your use of the Service is always subject to the latest version of the TOU. Any information to which the TOU hyperlinks is incorporated herein by reference and made an integral part of the TOU.

2. What You're Getting and Not Getting

RF will provide you with access to the Service via a web service provided by RF, protected by a token. How you access that web service is your responsibility, e.g., we do not take responsibility for network connectivity between your systems and our systems. Each RF API token authorizes one application to access the Service - e.g., a software application can apply the Service by using a token, but not another software application, likewise a trading algorithm can apply the Service in a quant trading strategy but it can't be used by another trading algorithm. You may not redistribute or make copies of any part of the Service (that means the content too) or use it except for your own internal purposes.

You agree that you will not reproduce, duplicate, copy, sell, trade or resell the API or content from the API for any purpose. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof. You may not assign (or grant a sub-license of) your rights to use the API, or otherwise transfer any part of your rights to use the API.

RF is constantly striving to make the Service better. We have discretion to make changes to the Service from time to time without prior notice to you. RF offers limited email support for the Service as described in the Help section of our website and our API development site, and RF reserves the right to change its support policy at any time. The Service and the RF name and

logo are the property of RF, and, just to be clear, you're not getting any rights to trade names, trademarks, service marks, logos, domain names, and other distinctive brand features (other than the right to access and use the Service per the TOU).

RF retains all rights, title and interest in the Service. You retain all rights to your application, excluding the API, and you also retain results from using the applications (e.g., you will obviously retain all rights to a trading application and its financial results). We encourage you to provide RF with comments concerning the RF data, analytics, or API, but you also agree that RF will be free to copy and use the feedback with no obligation of any kind to you.

3. Access to the RF Service

As subscriber to the Service, your access (beyond any trial period granted to you – which period would be subject to the TOU in all other respects) is conditioned on your paying RF a fee. In the event you lose your access to the Service for any reason, including for non-payment of fees, you will lose any stored configurations and other data and settings associated with your account, and RF will not be liable to you or any third party for such loss (see Section 4).

You acknowledge and agree that while RF may not currently have set a fixed upper limit on the number of API transactions you may send or receive through the Service or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by RF at any time, at RF's discretion.

4. Nobody's Perfect

Okay, here are some additional but unavoidable legalisms: We think this is a great service, but RF unfortunately can't make any guarantees as to its availability, accuracy, completeness or any other aspect. RF makes the Service available to you on an "as is" and "as available" basis. ACCORDINGLY, YOU ASSUME ALL RISKS IN USING THE SERVICE, INCLUDING WITHOUT LIMITATION FOR TRADING OR NATIONAL SECURITY PURPOSES, AND RF WILL NOT BE LIABLE FOR ANY DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PERSON ARISING OUT OF ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE SERVICE, ANY CANCELLATION OF ALL OR PART OF THE SERVICE, AND ANY INACCURACIES, ERRORS OR OMISSIONS IN THE SERVICE. RF MAKES NO WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. Under no circumstances will RF be liable for any indirect, incidental, special or consequential damages with respect to the TOU, including lost profits, regardless whether such damages could have been foreseen or prevented by RF or whether RF is negligent. Also, RF will not be liable for total damages under this TOU for any reason, regardless of the basis of the claim, in an amount exceeding the amount of fees paid by you for the Service in the year preceding the claim. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANYTHING INCONSISTENT WITH THIS PARAGRAPH.

You may be given access to certain non-public information, software, and specifications relating to the Service ("**Confidential Information**"), which is confidential and proprietary to RF (including the content and structure of the RF data). You may use this Confidential Information only as necessary in exercising your rights granted in the TOU. You will not disclose any of this Confidential Information to any third party.

Please don't think we're being unreasonable here – most of this is all pretty standard.

5. General Stuff

This contract between you and us begins when you click "I Accept" below or otherwise start to use the Service. It ends when either you or we say it ends – you by ceasing all use of the Service, or RF by discontinuing the Service or your access to it (which we technically have to have a right to do at any time). If for any reason we terminate the Service or your access thereto, you agree that your sole and exclusive remedy is a pro-rata refund of any fee you paid to RF in advance of such termination. Of course, if we terminate the Service because you violated the terms of the TOU, there will be no refund.

For legal purposes, this contract will be considered made in Massachusetts and interpreted under Massachusetts law, excluding its conflict of laws provisions. Your right to use the Service was given to YOU, which means you can't transfer that right or palm off your obligations on anyone else. There's no joint venture, partnership, agency or fiduciary relationship between you and RF just because you agree to the TOU and use the Service. If this contract terminates, the provisions of Sections 1, 4 & 5 of the TOU will still apply. Finally, the TOU is the entire agreement between you and RF regarding the Service and supersedes any prior communications and understandings, whether oral or in writing, concerning the subject matter of the TOU. We hope you enjoy using the service – we'd love to hear your feedback!