

**IDEANEST LLC
MASTER LICENSE AGREEMENT
MASTER TERMS**

A. PARTIES

The parties hereto (together with their agents, successors and assigns, the “**Parties**”) are:

- (1) “**Licensor**”: Ideanest LLC, a California Limited Liability Company.
- (2) the “**Licensee**” identified on the signature block hereto.

B. AGREEMENT

B.1 Agreement.

This “**Agreement**” includes all attachments, schedules and exhibits referenced herein, as amended from time to time. Capitalized terms have the meanings specified herein. Upon the execution (electronically or manually) in counterpart of this Agreement and the delivery thereof by each Party to each other Party, this Agreement shall be deemed to have become effective (the “**Effective Date**”) as of the more recent of the execution dates on the signature block hereto.

B.2 Terms. The attached terms are incorporated herein:

- (A) Support Terms
- (B) Specific Terms
- (C) General Terms
- (D) Dispute Resolution Terms
- (E) Product Schedule

B.3 Law.

The “**Dispute Resolution City**” is **San Jose, California**. This Agreement shall be construed and enforced in accordance with the internal law (excluding choice of law) of **California**.

Each of the Parties agrees that such Party has independently read, understood and evaluated the entirety of this Agreement and finds it advantageous to such Party’s interests and therefore agrees hereto:

Licensor

Licensee:

Execution Date:

Execution Date:

By_____

Name: Piotr Kaminski

Name:

Title: Founder

Title:

Email: piotr@reviewable.io

Email:

Postal: 5084 Tisdale Way, San Jose, CA
95130-2242

Postal:

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SUPPORT TERMS

1 SUPPORT SERVICES

“**Support Services**” consist of

- (A) “**Error Correction**” means the use of reasonable commercial efforts to correct Errors, and
- (B) “**Technical Support**” assistance provided by Licensor via email or telephone to a designated Technical Support Contact during Business Hours concerning the installation and use of the then current release of a Product and the immediately preceding release.

“**Errors**” are errors in a Product that

- (A) have been reproduced by Licensor,
- (B) exist in and are to be fixed only in the latest version of the Product, and
- (C) which significantly degrade the Product as compared to Licensor’s published performance specifications or causes regression from existing functionality previously made available to Licensee.

“**Business Hours**” means hours occurring during 6 A.M. - 8 P.M. Pacific Time, on non-holiday business days.

2 ERRORS

Licensor shall exercise commercially reasonable efforts to correct any Error reported by Licensee in the current unmodified release of Product in accordance with the priority level reasonably assigned to such Error by Licensee. Licensor shall promptly commence the following procedures:

- assigning Licensor engineers or other Licensor-trained personnel to correct the Error(s);
- notifying Licensor management that such Errors have been reported and of steps being taken to correct such Error(s);
- providing Licensee with periodic reports on the status of the corrections;
- initiating work to provide Licensee with a Hotfix; and
- if appropriate, providing Licensor engineers or other trained personnel, on site at Licensee’s facilities.

“**Hotfix**” means a single, cumulative package that includes one or more files containing Fixes or Workarounds that are used to address P0, P1, or P2 Errors. “Hotfixes” address a specific Licensee situation. Hotfixes may include additional changes unrelated to any Licensee issue. “**Fix**” means the repair or replacement of object or executable code versions of a Product to remedy an Error. “**Workaround**” means a change in the procedures followed or data supplied by Licensor to avoid an Error without substantially impairing Licensee’s use of a Product.

3 RESPONSE AND RESOLUTION TIMES

3.1 Error Responses. Licensor will use diligent efforts to meet the following response times:

Error	Response Time	Resolution Service Level
“ P0 Error ” means an Error which renders a Product inoperative or causes such Product to fail catastrophically.	12 clock hours, 365 days a year	Error resolved within 1 business day
“ P1 Error ” means an Error which substantially degrades the performance of a Product or materially restricts Licensee’s use of such Product.	12 Business Hours	Error resolved within 5 business days
“ P2 Error ” means an Error which causes only a minor impact on Licensee’s existing use of Product functionality.	18 Business Hours	Error resolved within 14 business days

3.2 Termination for Service Level Failure. Licensor’s failure to comply with the above Service Level schedule twelve (12) times or more in any rolling twelve-month period will be considered a material breach of

SUPPORT TERMS

the Agreement, and Licensee may immediately terminate the Agreement with written notice upon such occurrence.

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SPECIFIC TERMS

1 THE PRODUCT

Each “**Product**” consists of software and associated services and documentation and is described on the attached **Product Schedule**. This Agreement sets forth the terms and conditions pursuant to which Licensor licenses each Product. Licensor may offer to provide and Licensee may agree to accept additional Products by executing additional **Product Schedules**. Any subsequently issued **Product Schedules** shall be attached hereto.

2 GRANT OF LICENSE

Licensor hereby grants to Licensee a worldwide, royalty-free, non-transferable and non-assignable license during the applicable Term associated with each Product, to install the electronically delivered software, execute, and use each Product.

3 OWNERSHIP

Licensee acknowledges and agrees that, as between the Parties, Licensor retains all rights, title, and interest in and to each Product. Licensor acknowledges and agrees that, as between the Parties, Licensee retains all rights, title and interest in and to any data, information, or content, including Confidential Information (the “**Content**”), that is created, stored, or provided by Licensee through the transmission, storage, integration, import, display, distribution, or use of any Product.

4 RESTRICTIONS

Licensee will not:

- (A) reverse engineer, scan, or attempt to discover any source code of any Product (except to the extent that applicable law expressly prohibits such a reverse engineering restriction);
- (B) list or otherwise display or copy any code of any Product;
- (C) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the Product; or
- (D) make any statement with respect to the Licensor’s ownership of the Product that is inconsistent with the terms of this Agreement.

5 CONFIDENTIALITY

5.1 Confidentiality. Each Party shall keep strictly confidential all Confidential Information of the other, and shall not use such Confidential Information except to exercise its rights and perform its obligations herein, and shall not disclose or permit the unauthorized transfer of such Confidential Information to any third party other than disclosure on a need-to-know basis to the receiving Party’s own advisors, attorneys, and/or accountants who are each subject hereto. Without limiting the foregoing, each Party shall use at least the same degree of care as it uses to prevent the disclosure or unauthorized transfer of its own confidential information of like importance, but in no event less than reasonable care. Each Party shall promptly notify the other of any actual or suspected misuse or unauthorized disclosure of the other Party’s Confidential Information.

5.2 Responsibility. Each Party is responsible and shall be liable for any breaches of this Section 5 and any disclosure or misuse of any Confidential Information by its employees, agents, advisors, attorneys, accountants, or representatives (or any other person or entity to which such Party is permitted to disclose Confidential Information pursuant to this Section 5). Party’s obligations with respect to the other Party’s Confidential Information shall survive termination of this Agreement for a period of ten (10) years; *provided, that* each Party’s obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

SPECIFIC TERMS

5.3 “Confidential Information” means any and all technical (including source code) and non-technical information provided, disclosed, or made available by a Party or its agents to the other Party, whether before, on, or after the date of this Agreement, which includes, without limitation, any information:

- (A) or documents provided to a Party under or in connection with any current or future agreement between the Parties;
- (B) about either Party’s Intellectual Property Rights or proprietary technology, software, information, data, processes, or knowhow;
- (C) embodied in tangible material (such as documents, drawings, pictures, graphics, software, hardware, graphs, charts, or disks) and labeled as "Confidential" or bearing a similar legend (or identified as such in any transmittal email or other communication);
- (D) any information disclosed orally or visually and identified as confidential at the time of disclosure; and
- (E) all other information that a Party knew, or reasonably should have known, was the Confidential Information of the other Party;

provided, however, that Confidential Information shall not include any information that

- (1) is or becomes part of the public domain through no act or omission of a Party or any of a Party’s employees, agents, advisors, attorneys, accountants, or other representatives,
- (2) was rightfully disclosed to a Party from another source without any breach of confidentiality by the third party discloser and without restriction on disclosure or use, or
- (3) a Party can document by written evidence that such information was independently developed by such Party without the use of or any reference or access to Confidential Information, by persons who did not have access to any Confidential Information.

“Intellectual Property Rights” means patent, copyright, trademark, trade secret and other intellectual or industrial property rights. Confidential Information does not include information made Publicly Known intentionally by a Party. **“Publicly Known”** means information that can be obtained through a search of internet search engines, or has been published in a book or periodical, or which has been distributed in written or recorded form in a seminar or other educational event that was open to the public.

5.4 License Not Granted. Neither Party grants nor implies any license or right of any kind whatsoever in any of the Confidential Information, subject to Section 2.

5.5 Injunctive Relief. Each Party acknowledges that any material violation by a party of the rights and obligations provided in this Section 5 may result in immediate and irreparable injury to the other Party, and hereby agrees that the other Party is entitled to seek immediate temporary, preliminary, and permanent injunctive relief against any continued violations hereof.

6 PUBLICITY

Each Party has the right to disclose the existence of a licensor-licensee relationship, and to include each Party’s name and trademarks and the Product name and trademarks in various promotional materials, including, but not limited to, each Party’s world wide web page, social media, and in any private communication including executive summaries and investment materials.

7 DELIVERY AND PAYMENT

The following is set forth on the applicable **Product Schedule**:

- (A) delivery of the Product by the Licensor to the Licensee;
- (B) licensing fees; and
- (C) payment terms.

All payments shall be made as directed by Licensor. Licensor shall be responsible for all taxes arising in respect of licensing payments, including, but not limited to, sales, use, gross receipts, excise, value added, and

SPECIFIC TERMS

goods and services taxes, in addition to any duties, costs of compliance with export and import controls and regulations, and other governmental assessments.

8 SUPPORT SERVICES

Licensor agrees to correct any error, malfunction or defect in the software, *provided that* Licensee has given the Licensor notice thereof, as outlined in the **Support Schedule**.

9 TRAINING

Subject to payment of the applicable fees set forth in the **Product Schedule**, Licensor agrees to provide its standard training services for the number of Licensee personnel specified in the **Product Schedule** (“**Training**”), if any. Unless otherwise specified in the **Product Schedule**, Training will occur at a Licensee facility.

10 TERM

This Agreement shall begin on the Effective Date and continue for a period ending on the date of expiration of the last to expire **Product Term**.

11 INDEMNIFICATION

Licensor shall defend, indemnify and hold harmless Licensee from and against any and all damages, costs, and attorneys’ fees arising from any claims, including but not limited to, claims of infringement or violation of any Intellectual Property Rights, asserted against Licensee by a third party based upon Licensee’s use of the Products.

12 WARRANTY

12.1 Defects. Subject to the terms and conditions set forth in this Section 12, Licensor warrants that the Products will substantially conform to Licensor’s then-current Documentation for such Products. In the event of a failure of the Products to perform in accordance with their Documentation (“**Defect**”), Licensor shall correct the Defect as provided in the **Support Schedule**. If Licensor has not remedied the Defect in accordance with the **Support Schedule**, Licensee may give Licensor written notice of termination of this Agreement, which termination will be effective ten (10) days after Licensor’s receipt of the notice, unless Licensor is able to remedy the Defect prior to the effective date of termination. In the event of the termination of this Agreement pursuant to Licensee’s exercise of its right under this Section 12, Licensee shall be entitled to receive from Licensor a refund of the License Fee determined in accordance herewith with respect to the periods of time which Licensee is unable to use such Product as a result of such Defect.

12.2 Warranty. Licensor represents, warrants, and covenants to Licensee that:

- (A) Licensor owns or otherwise has the right to license the Products;
- (B) the Products do not infringe upon any third party’s Intellectual Property Rights;
- (C) the Products are not the subject of any form of litigation and Licensor is not aware of any pending litigation involving the Products;
- (D) the Products are, and will at all times be, free from any viruses, worms, time bombs, Trojan horses, malware, or any harmful, malicious, or destructive code; and
- (E) Licensor will abide by any and all applicable laws.

13 LIMITATIONS OF LIABILITY

SPECIFIC TERMS

13.1 Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE LEGAL THEORY USED TO MAKE A CLAIM, AND WHETHER OR NOT BASED UPON SUCH PARTY'S NEGLIGENCE, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, LOSS, ALTERATION, CORRUPTION, COST OF REPLACEMENT, DELAYS, LOST PROFITS, OR SAVINGS ARISING OUT OF PERFORMANCE OR BREACH OF THIS AGREEMENT, OR FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

13.2 Limitation on Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EACH PARTY AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF THE OTHER PARTY ON ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY OR RESULTING FROM THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY LICENSEE TO LICENSOR HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING SUCH CLAIM AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.

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GENERAL TERMS

14 CONSTRUCTION

14.1 Entire Agreement. This Agreement (with its attachments, schedules and exhibits) constitutes the entire and exclusive agreement between the Parties with respect to the subject matter hereof and supersedes all prior writings and understandings related to the subject matter hereof. No prior agreement, understanding, statement, allegation, advertisement, brochure, utterance or thought in any form however expressed or unexpressed shall be used to modify, simplify, or aid in the interpretation of the provisions of this Agreement.

14.2 Amendment and Waiver.

14.2.1 Amendment. This Agreement cannot be modified except by a writing made subsequent to the Effective Date to which all Parties shall have explicitly consented in a writing, and which explicitly identifies itself as an amendment hereto and sets forth such amendment.

14.2.2 Waiver. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of any Party, but only in a writing of such Party which explicitly identifies itself as a waiver hereof and identifies the provision hereof being waived and the circumstances to which such waiver applies. No waiver of any provision of this Agreement shall constitute a waiver of any other provision hereof or of the same provision on another occasion.

14.3 Severability. If any provision of this Agreement or the application of such provision to any person, circumstance or jurisdiction shall be held invalid, the remainder of this Agreement and the application of such provision to persons, circumstances or jurisdictions other than those to which such provision is held invalid shall not be affected thereby. If any provision in this Agreement is determined to be unenforceable because of its scope, duration, geographical area or other factor, then the Parties intend that the court making such determination will construe such provision to reduce or limit such scope, duration, area or other factor so as to make such provision enforceable, and then to enforce such provision as so construed.

14.4 Construction.

- (A) Absent an express provision to the contrary, each provision contained herein is independent of each other provision contained herein, and compliance with one provision does not excuse compliance with another provision.
- (B) The Parties may not by indirect means avoid the application of the provisions hereof.
- (C) References to “persons” or “parties” includes natural persons and entities of any type.
- (D) Unless otherwise specified, references to attachments, exhibits or schedules etc. are those attached to this Agreement and references to sections, paragraphs or articles are references to subdivisions of this Agreement.
- (E) The titles to the subdivisions of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- (F) The termination or expiration of this Agreement shall not affect a Party’s rights or obligations hereunder
 - (1) that accrued prior to the effective date of such termination or expiration, or
 - (2) which by their nature are intended by the Parties to extend past such termination or expiration.

14.5 The Parties’ Abilities. This Agreement shall not be construed against a Party because this Agreement was prepared by or at the request of such Party or such Party’s counsel. The Parties acknowledge that

- (A)
 - (1) each had the opportunity to retain counsel in respect of the negotiation of this Agreement, and
 - (2) each had the opportunity to read and evaluate this Agreement, and each did or did not so retain counsel and read and evaluate this Agreement to the extent as each thought most advantageous to themselves, and
- (B) neither Party was in any way, shape or form whatsoever relying on another Party for guidance, advice or insight into the terms, meaning, effect, advantages or disadvantages hereof.

No ambiguity shall be construed in favor of or against any one of the Parties.

GENERAL TERMS

15 OTHER PROVISIONS

15.1 Relationship of the Parties.

Subject to provisions elsewhere in this Agreement,

- (A) no Party is an agent of any other Party for any purpose or has the authority to bind any other Party,
- (B) each Party is an independent contractor, and
- (B) this Agreement does not create any third party beneficiary rights in any individual or entity.

15.2 Non-Disparagement. No Party shall make any statement

- (A) publicly on the Web (or in any effectively equivalent public manner), or
 - (B) in any manner publicly or privately to the other Party's customers or vendors,
- which disparages, criticizes, defames, slanders or otherwise make any negative statements regarding the other Party or any of such Party's affiliates (including, without limitation, directors, managers, officers, employees and investors).

15.3 Confidentiality; Use of Information; Inspection, Interests. Subject to provisions elsewhere in this Agreement,

- (A) the existence and content of this Agreement, any information exchanged between the Parties, and the transactions anticipated hereby or entered into hereunder, shall be treated as confidential by the Parties,
- (B) no Party will use any knowledge gained in connection with this Agreement and the transactions contemplated hereby
 - (1) for any purpose other than conducting business transactions anticipated hereby, or
 - (2) to compete with any other Party, assist others in competing with any other Party, or otherwise to the disadvantage of any other Party, and
- (C) this Agreement grants
 - (1) no rights of inspection or any similar rights to any Party with respect to any other Party, or
 - (2) any interest or rights of any nature whatsoever in the property or rights of any kind or nature of any other Party.

15.4 Communications. To be effective under this Agreement, communications made in connection herewith must be in writing and may be delivered personally or by email (effective as of the first day which is a business day on or after such delivery) or by overnight courier (effective the next business day after acceptance by the courier) or certified mail (effective the fourth business day after acceptance by the postal service) or by any other method (effective upon actual knowledge of receipt by the recipient as of the first day of such knowledge which is a business day), to the address set forth in this Agreement for such Party or such other addresses as the Parties may notify each other from time to time.

15.5 Additional Documents and Acts. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be reasonably necessary or appropriate from time to time to effectuate all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

15.6 Successors and Assigns. Subject to provisions elsewhere in this Agreement, this Agreement and a Party's rights and obligations hereunder may not be assigned. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.

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DISPUTE RESOLUTION TERMS

16 DISPUTE RESOLUTION

16.1 Mediation and Arbitration. Any disputes, claims, questions or disagreements that arise between the Parties (or any of their officers, directors, stockholders, members, owners, managers, employees, agents, and advisors in such capacity or in their personal capacities) which are in any way in whole or in any part related to this Agreement (including, without limitation, the existence, interpretation, validity, scope, breach or termination hereof, the effect that this Agreement may have on other arrangements or agreements between the Parties, transactions anticipated hereby, or the business relationship created hereby) shall be submitted in their entirety to exclusive binding arbitration administered by the American Arbitration Association (the “AAA”) pursuant to its commercial arbitration rules and mediation procedures, subject to the following:

- (A) A single arbitrator will be used, unless a Party makes a timely demand for three arbitrators and pays the entire additional cost of the arbitrators (pending the final award of costs). The arbitrator (and any mediator, and the arbitrator’s and mediator’s firm) shall be unrelated in any way to all of the Parties, currently expert in the primary subject matter of the dispute and the related governing law and current business practices, experienced as a commercial arbitrator, and a member of the AAA’s roster of neutrals selected using the AAA’s selection process.
- (B) The arbitrator shall (and the Parties hereby do) agree in advance in writing to use best efforts conclude the arbitration in less than 90 days. Upon prior notice to a Party, the arbitrator may make evidentiary conclusions against such Party when, in the sole and exclusive opinion of the arbitrator, such Party has not used best efforts to comply with this schedule.
- (C) The arbitrator shall approve (and may disallow completely or limit) specifically in writing in advance the submission of each motion and pleading, and each element of and request for discovery, and motion practice and discovery in general and in particular will be limited to the absolute minimum consistent with justice and the arbitrator’s role as the sole finder of fact, in the sole and exclusive opinion of the arbitrator. The arbitrator will give each Party notice of and an opportunity to object to the submission of each pleading and motion and each element of and request for discovery.
- (D) The arbitrator will require the use of every technological measure available to reduce the time and cost of the proceedings (including, specifically, video conferencing, remote video depositions and audio recording in lieu of court reporters). Party testimony and witness statements may be submitted in writing. Oral presentations will be favored over written briefs.
- (E) The arbitrator has the exclusive power to adjudicate any requests for prejudgment remedies, interlocutory action, injunctive relief and any other remedies of any nature whatsoever sought by a Party. Prejudgment remedies and interlocutory action may be immediately enforced in court.
- (F) Day baseball arbitration will be used. The arbitrator shall provide reasoned support for the award selection. The award may be appealed solely pursuant to the AAA’s Optional Appellate Arbitration Rules. Appeals must be initiated within ten (10) days of receipt of the award. The entire cost of the appeal (excluding the non-appealing Party’s legal fees) will initially and in advance be borne by the appealing Party. Once the appeal process, if any, is completed, the decision shall be final and may be entered in any court having jurisdiction in respect thereof.
- (G) The existence of the proceedings and evidence and outcome will be kept confidential by all persons involved in any way therewith, except where and only to the extent that disclosure is legally necessary and unavoidable to carry out the terms hereof.
- (H) Subject to a contrary provision elsewhere in the Agreement, and pending the final award of costs, the initiating Party will initially bear the cost of the arbitrator and mediator. Each Party will initially bear its other costs. Once the award is final, all costs and fees incurred by the prevailing Party including, without limitation, arbitration and mediation fees, legal fees, court fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, witness fees, costs related to discovery, appeal, enforcement and collection (including judicial enforcement of this arbitration provision and enforcement and collection of this award of costs), and interest thereon at the highest permissible rate from the dates

DISPUTE RESOLUTION TERMS

of the incurrence of each cost through the date of payment, shall be awarded to and be collectible by the prevailing Party, by any legal means and in any proper forum.

- (I) Any proceeding which requires the physical presence of any person will be held as near as may be to the Dispute Resolution City.

16.2 Jurisdiction. EACH OF THE PARTIES

- (A) **IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED AS NEAR AS MAY BE TO THE DISPUTE RESOLUTION CITY, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT,**
- (B) **AGREES NOT TO COMMENCE ANY SUIT, ACTION OR OTHER JUDICIAL PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT EXCEPT IN SUCH COURTS AND EXCEPT ELSEWHERE AS MAY BE NEEDED TO ENFORCE ARBITRATION AWARDS, AND**
- (C) **WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT THE PARTY IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF THE ABOVE-NAMED COURTS, THAT THE PARTY'S PROPERTY IS EXEMPT OR IMMUNE FROM ATTACHMENT OR EXECUTION, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THIS AGREEMENT OR THE SUBJECT MATTER HEREOF MAY NOT BE ENFORCED IN OR BY SUCH COURT.**

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PRODUCT SCHEDULE: REVIEWABLE

1 MAXIMUM SEATS LICENSED

Maximum Number of Seats Licensed	
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2 DELIVERY SCHEDULE

There will be four stages to the delivery of the Product:

Delivery Stage	Date
The “ Licensors Initial Delivery Date ” will be evidenced by a written notice by Licensor to Licensee. Delivery of the Product will be made via Docker Hub, with access granted to an account or accounts which have been specified by Licensee prior to such date.	
The “ Licensee 1st Round Security Testing Completion Date ” date will be evidenced by a written notice to Licensor by Licensee.	(on or before) 30 days after Licensor Initial Delivery Date. At Licensee’s option and written notice, this deadline shall be extended to complete security testing.
The “ Licensors Final Delivery Date ” will be evidenced by a written notice by Licensor to Licensee and confirmation by Licensee of such receipt of delivery.	(on or before) 15 days after Licensee 1 st Round Security Testing Completion Date
The “ Licensee Acceptance Date ” will be evidenced by a written notice to Licensor by Licensee.	(on or before) 15 days after Licensor Final Delivery Date, At Licensee’s option and written notice, this deadline shall be extended to complete any final security testing or verification at Licensee’s discretion.

The “**Product Schedule Effective Date**” shall be deemed to be the Licensee Acceptance Date above.

3 LICENSED PRODUCT DESCRIPTION

Reviewable is a lightweight web-based tool that improves the code review process for GitHub (including GitHub Enterprise) pull requests.

4 LICENSE FEES

The license granted hereunder is seat-based. At any time, the number of seats shall be deemed to be the maximum number of named users using the Product during the previous 90 days. The total number of named users using the Product (during the previous 90 days) shall be automatically calculated by the Licensed Product and reported to Licensee.

Time Period	License Fees
From: Product Schedule Effective Date To: One year anniversary of the Product Schedule Effective Date	“ License Fee ” - \$192 per year per seat

PRODUCT SCHEDULE: REVIEWABLE

Licensor shall invoice Licensee annually in advance and Licensee shall pay such License Fees within thirty (30) days of receipt of Licensor's invoice.

Licensor shall provide Licensee with all updates, corrections and revisions to the Product made by Licensor at no additional cost to Licensee.

Licensee may purchase additional seat licenses during the Product Term at a pro-rated price for the remaining time in the Product Term, such license expiring at the end of the Product Term.

5 LIMITATIONS ON USE

Limited to use on private GitHub Enterprise instances only (no public use).

6 USE OF OPEN SOURCE SOFTWARE

The Licensor will provide a list of Open Source Software used in the Product. **"Open Source Software"** means:

- (A) any software that requires as a condition of use, modification or distribution of such software, that such software:
 - (1) be disclosed or distributed in source code form;
 - (2) be licensed for the purpose of making derivative works, or
 - (3) can be redistributed only free of enforceable intellectual property rights (e.g., patents); or
- (B) any software that contains, is derived in any manner (in whole or in part) from, or statically or dynamically links against, any software specified under subsection (A) above; or
- (C) by way of example and without limitation, any software modules or packages licensed or distributed under any of the following licenses or distribution models: GNU's General Public License, Lesser/Library GPL, the Artistic License, the Mozilla Public License, and the Common Public License.

7 TERM

The license granted under this **Product Schedule** and this Agreement shall terminate on the one year anniversary (the **"Term"**) of the **Product Schedule Effective Date**.

8 ADDITIONAL TERMS:

[None if blank]

9 EFFECTIVENESS

Upon the execution (electronically or manually) in counterpart of this **Product Schedule** and the delivery thereof by each Party to each other Party, this **Product Schedule** shall be deemed to have become effective as of the more recent of the execution dates on the signature block hereto.

PRODUCT SCHEDULE: REVIEWABLE

Licensor

Licensee:

Execution Date:

Execution Date:

By_____

Name: Piotr Kaminski

Name:

Title: Founder

Title:

Email: piotr@reviewable.io

Email:

Postal: 5084 Tisdale Way, San Jose, CA
95130-2242

Postal:

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