# BETA SOFTWARE LICENSE AGREEMENT

(Available online at https://github.com/PartyDAO/party-contracts-c4/blob/main/LICENSE.pdf)

**IMPORTANT:** PLEASE READ THIS BETA SOFTWARE LICENSE AGREEMENT ("**AGREEMENT**") BEFORE CLICKING THE "ACCEPT" BUTTON, INSTALLING, CONFIGURING AND/OR USING THE MULTISIG OPERATIONS LLC D/B/A PARTYDAO ("**PARTYDAO**") SOFTWARE PRODUCT THAT ACCOMPANIES OR IS PROVIDED IN CONNECTION WITH THIS AGREEMENT. BY CLICKING THE "ACCEPT" BUTTON, INSTALLING, CONFIGURING AND/OR USING THE PRODUCT IN ANY WAY, YOU AND THE ENTITY THAT YOU REPRESENT ("**EVALUATOR**") IS UNCONDITIONALLY CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT WITH PARTYDAO AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS. IF EVALUATOR DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, USE OF THE PRODUCT IS STRICTLY PROHIBITED. IF EVALUATOR HAS EXECUTED, OR SUBSEQUENTLY EXECUTES, AN EVALUATION AGREEMENT OR AN END USER AGREEMENT WITH PARTYDAO, THEN THE TERMS AND CONDITIONS OF SUCH EXECUTED EVALUATION AGREEMENT OR END USER AGREEMENT, AS APPLICABLE, SHALL GOVERN AND CONTROL YOUR USE OF THE PRODUCT.

**1.     EVALUATION LICENSE; TERM.** This Agreement governs Evaluator's use of the PartyDAO's product and its associated software and documentation (the "**Product**"). Subject to the terms of this Agreement, PartyDAO hereby provides Evaluator, during the Term, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license to install and run a single copy of the Product solely for the purpose of internally evaluating the performance and functionality of the Product in order to provide Feedback (as defined below) to PartyDAO. Evaluator agrees to use and evaluate the Product and report on its operations to PartyDAO, for the period of time specified by PartyDAO in writing, or if no such period is specified then for twenty eight (28) days after the date Evaluator accepts this Agreement (as described in the premable above) (the "**Term**").

**2.     FEEDBACK.** During the Term, Evaluator agrees to provide to PartyDAO feedback regarding the use, operation, performance, and functionality of the Product ("**Feedback**"). Such Feedback will include information about operating results, performance, known or suspected bugs, errors or compatibility problems and user-desired features. Evaluator hereby grants to PartyDAO a perpetual, irrevocable, worldwide, sublicenseable, and royalty-free right to use and otherwise exploit the Feedback in any manner. PartyDAO shall not disclose Evaluator's name or the name of any Evaluator employee to a third party in connection with any Feedback.

**3.     PRODUCT USE.** Evaluator agrees that it will not (i) reproduce, modify, distribute, transfer, rent, lease, disclose, or make available to any third party any portion of the Product (or any related software or documentation) in any form; (ii) publish, translate, sublicense or assign, in whole or in part, any software embedded therein; (iii) reverse engineer, decompile, or disassemble any portion of the Product, or otherwise attempt to decrypt, extract or derive the source code for the software (or any parts thereof) embedded therein; (iv) access the Product in order to build a similar or competitive product or service; or (v) publish or disclose to any third party any performance or benchmark tests or analyses or other non-public information relating to the Product or the use thereof. Evaluator shall not remove any copyright or other proprietary notices from the Product or its software.

**4.     TITLE.** PartyDAO and its suppliers shall retain all right, title and interest in the Product and in all intellectual property rights therein, including without limitation all patent, trademark, trade name and copyright, whether registered or not registered. No license or other express or implied rights of any kind are granted or conveyed except for the limited internal license expressly provided above. The Product shall remain PartyDAO's sole and exclusive personal property.

**5.     TERMINATION.** (a) This Agreement will expire at the end of the Term, unless terminated earlier. Either party may terminate this Agreement upon notice to the other party. (b) Upon any such expiration or termination, Sections 2, 3, 4, 5(b), 6, 8 and 9 will survive.

**6.     DELETION OF PRODUCT.** At the end of the Term or upon earlier termination, Evaluator shall promptly permanently delete the Product.

**7.     DISCLAIMER OF WARRANTIES.** PartyDAO is providing the Product on an "AS IS" basis for use by Evaluator at its own risk. PartyDAO AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**8.     LIMITATION OF LIABILITY.** IN NO EVENT WILL PARTYDAO BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, IN CONNECTION WITH THE USE OF THE PRODUCT OR OTHER MATERIALS PROVIDED ALONG WITH THE PRODUCT OR IN CONNECTION WITH ANY OTHER CLAIM ARISING FROM THIS AGREEMENT, EVEN IF PARTYDAO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTYDAO AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT OF $100.00 US DOLLARS.

**9.     GENERAL PROVISIONS.** This Agreement will be governed and interpreted by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different state. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision

will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement, and Evaluator's rights and obligations herein, may not be assigned, delegated, or transferred by Evaluator without PartyDAO prior written consent, and any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. This Agreement constitutes the entire agreement between the Evaluator and PartyDAO and supersedes in their entirety any and all oral or written agreements previously existing between Evaluator and PartyDAO with respect to the subject matter hereof. This Agreement may only be amended in a writing signed by duly authorized representatives of the parties.