



## BETA PARTICIPATION AGREEMENT

Spreadly, Inc. ("**Spreadly**") develops and markets web-based payments products and may from time-to-time offer select access to services and products that are still under development ("**Beta Services**"). The undersigned desires to participate in the testing of a Beta Service ("**Participant**") and to provide feedback and comments to Spreadly regarding its use and utility.

By signing below, Participant agrees to the terms and conditions in these Beta Participation Agreement ("**Agreement**").

1. Access. The Beta Service will be made available to Participant through an API key or other method designated by Spreadly. Except as permitted under a separate written authorization from Spreadly, Participant is prohibited from allowing third parties to access the Beta Service. The Beta Service is for evaluation purposes only, is provided as-is, and may be updated, modified, or terminated at any time. Beta Services are not supported by Spreadly and Spreadly does not make any promises or claims as to the availability or uptime of the Beta Service. The primary purpose of this Agreement is to obtain feedback on the performance of the Beta Service and identify defects.

2. Usage. Participant agrees that all use of the Beta Service will be in accordance with the documentation and policies provided by Spreadly, which are subject to change from time to time. Spreadly may post information and documentation for the Beta Service at [www.spreadly.com](http://www.spreadly.com) or other website and/or send an email to Participant with documentation and notices of any changes to the Beta Service.

3. Participant Data. Participant will remain the exclusive owner of all data that is received through the Beta Service. To the extent Participant utilizes third party data, Participant will be solely responsible for ensuring it has all necessary rights from such third parties prior to using it in the Beta Service. Participant will hold Spreadly harmless for any claims, losses and expenses incurred by Spreadly arising from any third-party claim relating to its use in the Beta Service. Participant hereby grants to Spreadly all rights and permissions in the data it provides as are necessary to the function of the Beta Service. Participant acknowledges and agrees that Spreadly may use aggregated and anonymous data based on Participant's use of the Beta Service. Any such materials produced using such aggregate data are the sole and exclusive property of Spreadly.

4. No Warranty. The Beta Service is provided WITHOUT ANY WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SPREADLY SPECIFICALLY DOES NOT WARRANT THAT THE BETA SERVICE WILL BE ERROR-FREE, ACCURATE, RELIABLE, COMPLETE OR UNINTERRUPTED.

5. Feedback. Participant will be invited to provide suggestions, ideas and other feedback ("**Feedback**") to Spreadly regarding Participant's use of the Beta Service, but Spreadly is not obligated to take any action in response to such Feedback. In addition, Participant agrees that: (i) all Feedback will be given voluntarily; (ii) Spreadly will be free to use, disclose, reproduce, distribute, implement or otherwise commercialize all Feedback provided by Participant without obligation or restriction; (ii) Participant waives all rights to be compensated or to seek compensation from Feedback; (iv) Spreadly owns all right, title and interest in and to the Beta Service, including all Intellectual Property Rights (defined below), even if Spreadly incorporates any Feedback into subsequent versions of the Beta Service, and Participant will not earn or acquire any rights or licenses in the Beta Service or in any Spreadly Intellectual Property Rights by virtue of providing Feedback to Spreadly.

6. License Grant. Subject to this Agreement, Spreadly grants to Participant a limited, non-exclusive, non-transferable, revocable, right and license to access and use the Beta Service during the Evaluation Period (defined below), in accordance with this Agreement and the Beta Service documentation provided by Spreadly (if any), solely for purposes of internal testing and evaluation. The Beta Service has not been released for sale, distribution or usage for the general public. If Spreadly publicly releases any services or products with features or functionality similar to the Beta Service they will require an additional and separate license.

7. Intellectual Property. Spreadly retains all rights, title and interest in the Intellectual Property Rights embodied in or associated with the Beta Service (including but not limited to documentation and APIs), Spreadly technology and any content derived therefrom. There are no implied licenses under this agreement, and any rights not expressly granted are reserved by Spreadly. Except as licensed expressly herein, this Agreement does not transfer any



Intellectual Property Rights between the parties. “**Intellectual Property Rights**” means any and all intellectual property or proprietary rights under any jurisdiction including without limitation (i) marks, and all goodwill associated therewith and symbolized thereby; (ii) inventions, discoveries and ideas, whether patentable or not, and all patents, registrations, and applications thereof; (iii) published and unpublished works of authorship, whether copyrightable or not (including without limitation databases and other compilations of information), copyrights therein and thereto, and registrations and applications thereof; (iv) trade secrets; (v) all moral rights in the foregoing (that is, the right to claim authorship of or object to the modification of any work); and (vi) all applications, renewals, extensions, restorations and reinstatements of the foregoing.

8. **Term; Termination.** The term of this Agreement will be for the period that Spreadly determines the Beta Service is under development (the “**Evaluation Period**”); and will end when Spreadly determines that the Evaluation Period is over or when the Beta Service is made generally available to the public, whichever occurs earlier. Either party may terminate this Agreement upon written notice delivered to the other party at any time, for any reason or no reason.

9. **Fees.** The Beta Service will be provided during the Evaluation Period at no cost. Each party is responsible for all costs and expenses that such party incurs in connection with its performance under this Agreement.

10. **Confidentiality.** Except as expressly provided in this Agreement, each party will not possess, access, use or disclose any of the other party’s Confidential Information except to perform its obligations or exercise its rights under the Agreement. Each party will use reasonable care to protect the other party’s Confidential Information, but in no event less care than it employs in protecting its own Confidential Information. Each party will be responsible for any breach of confidentiality by its employees and contractors. Promptly after any termination of this Agreement (or at the disclosing party’s request at any other time), each party will return or destroy all of the other party’s tangible Confidential Information. The restrictions herein will not prevent either party from complying with any law, regulation, court order or other legal requirement that purports to compel disclosure of any Confidential Information; provided that such party promptly notifies the disclosing party upon learning of any such legal requirement and cooperates with the disclosing party in the exercise of its right to protect the confidentiality of the Confidential Information before any tribunal or governmental agency. “**Confidential Information**” means all financial, business or technical information that is disclosed by or for a party in relation to this Agreement (including all copies and derivatives thereof) and which are marked or otherwise identified as proprietary or confidential at the time of disclosure, or which by their nature would be understood by a reasonable person to be proprietary or confidential but not including any information that a receiving party can demonstrate is provided by a third party without breach of any obligation to the disclosing party, is generally available to the public without breach of this Agreement or is independently developed by it without reliance on such information. All benchmarking and performance information relating to the Beta Service will be Spreadly’s Confidential Information.

11. **Notice.** Participant agrees that Spreadly may provide notice by posting it at [www.spreadly.com](http://www.spreadly.com) or email it to the email address provided by Participant for such notices. Spreadly agrees that Participant may provide notice to Spreadly by email to [product@spreadly.com](mailto:product@spreadly.com) with copy to [legal@spreadly.com](mailto:legal@spreadly.com).

12. **Publicity.** Neither party will publicly announce the existence of this Agreement or advertise or release any publicity regarding the Beta Service or Participant’s use of the Beta Service without the prior written consent of the other party.

13. **Limitation on Liability.** IN NO EVENT WILL SPREADLY OR PARTICIPANT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE BETA SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN THE BETA SERVICE. EVALUATOR ACKNOWLEDGES THAT SPREADLY NOT WILL HAVE ANY LIABILITY TO EVALUATOR FOR ANY CLAIM OR DAMAGES THAT ARISE FROM OR IN RELATION TO ANY DECISION BASED ON INFORMATION RECEIVED THROUGH THE BETA SERVICE. IN NO EVENT WILL SPREADLY’S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED \$1000.00.

14. **Relationship of the Parties.** No joint venture, partnership, employment, or agency relationship exists between Participant and Spreadly as a result of this Agreement.



15. Assignment. Participant may not transfer or assign this Agreement.

16. Severability. If any provision of this Agreement is found illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

17. Entire Agreement. This Agreement is the only agreement between Spreedly and Participant governing Participant's use of the Beta Service and will not be construed to amend or incorporate or be made a part of other agreement(s), if any, between Spreedly and Participant for other products or services.

18. Amendment. Any modification or amendment of this Agreement will be in writing signed by the parties.

[Signatures on next page]



CONFIDENTIAL

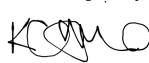
The parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

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Spreadly, Inc.

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("Spreadly")

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Authorized Signature

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Nellie vail

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Print Name

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CFO

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Title

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9/20/2022

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Date

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MB Adventures, LLC

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("Participant")

DocuSigned by:  
  
9509F41B8D5D4F2...

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Authorized Signature

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Ryan Bukevich

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Print Name

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Managing Partner

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Title

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8/16/2022

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Date