Terms of Service

Thank you for your interest in Shoreline Software, Inc. (**"we,"** or **"us"**) and for agreeing to beta test our hosted platform at **https://shoreline.io** and related downloadable software (collectively, the **"Service"**). This Beta Program Agreement (this **"Agreement"**) is a legally binding contract between you and us regarding your use of the Service.

Please read the following agreement carefully.

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THIS AGREEMENT. IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THIS AGREEMENT, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND OUR PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY US AND BY YOU TO BE BOUND BY THE TERMS BELOW. If you are an entity, organization, or company, then the individual accepting this Agreement on your behalf represents and warrants that they have authority to bind you to this Agreement and you agree to be bound by this Agreement.

1. **Beta Testing.** If we provide you with credentials that enable you to access the Service, then, subject to your compliance with this Agreement, (i) you may access and use the hosted platform comprising the Service and (ii) we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use any related downloadable software that we may make available to you, in each case of (i) and (ii) solely for the non-commercial purpose of beta testing and providing feedback during the period of time that we make the Service available to you (the **"Testing Period"**). You may not share your credentials or access to the Service with any other person. You agree that you will not, and will not attempt to, misuse, abuse, or circumvent any security features of the Service, or decompile or reverse engineering any downloadable software included in the Service. You acknowledge that the Service is being provided to you for beta testing only, and you agree not to use the Service in any production environment or to perform any mission-critical functions.

2. **Feedback and Logging.** During and after the Testing Period, you may choose to provide information or feedback to us regarding the features and performance of the Service (including any information regarding errors or failures in the Service) and ideas or suggestions for enhancements and improvements to the Service (collectively, the **"Feedback"**). You agree that we may use and implement such Feedback for any purpose without limitation, including to correct errors and improve our products and services. Feedback is our Confidential Information. While you use the Service or communicate with us in connection with this Agreement, we may monitor and log your use of the Service. We may use any such logs without restriction, including to improve our products and services.

3. **Confidential Information.** "Confidential Information" means any non-public information that we disclose to you or that you obtain in connection with this Agreement that relates to (i) the Service (including any related documentation, Feedback and any information regarding the actual or contemplated features, functionality, design or performance) or (ii) our other present or future products, plans, prices, or customers. However, Confidential Information does not include information that you can show is or becomes public without breach of this Agreement. You shall protect the confidential and proprietary nature of the Confidential Information, and you shall not (a) use Confidential Information for any purpose other than for the performance of this Agreement, or (b) disclose Confidential Information to any third party. You also agree not to disclose your participation in our beta program to any third party without our prior written permission.

4. **Term and Termination.** This Agreement continues until the end of the Testing Period. We may terminate this Agreement and all permissions or rights granted to you hereunder immediately at any time for any reason upon notice to you. Sections 2 through 8 survive any termination or expiration of this Agreement.

5. **Intellectual Property.** As between you and us, we retain all right, title and interest (including all intellectual property rights) in and to the Service, including its visual interfaces, graphical design, computer code, documentation and all other elements.

6. **Disclaimer.** You understand and agree that (i) the Service is pre-release and beta, and provided without any warranties, (ii) the Service is not designed for use in a production environment or in connection with mission-critical infrastructure, (iii) we may update the Service from time to time without notice, and any such update could adversely affect the performance or availability of the Service and (iv) we are under no obligation to provide you with technical or other support in connection with your use of the Service. We do not guarantee that you will be able to access the Service or that your access to the Service will be uninterrupted or bug free. THE SERVICE IS PROVIDED AS

IS, AND WE HEREBY DISCLAIM ALL WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR (A) ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, OR (B) AGGREGATE TOTAL DAMAGES OR LIABILITY OF ANY KIND IN EXCESS OF TEN DOLLARS ($10). THE FOREGOING LIMITATIONS APPLY WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. The immediately foregoing sentence will apply to the maximum extent permissible under applicable law. You acknowledge that our ability to offer you access to the Service in advance of its public release is based on these limitations, and that they represent a reasonable allocation of risk between you and us.

Miscellaneous. This Agreement constitutes the entire agreement between you and us with respect to beta use of the Service. Any amendment or modification must be in writing and duly executed both of us. In the event that any portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the rest of the Agreement will remain in full force and effect. Waiver of any breach or provision of this Agreement will not be construed as a waiver of any other breach or provision. You shall not assign this Agreement or any of its rights or obligations under this Agreement without our prior written consent, and any such attempted assignment will be void and of no effect. We may assign this Agreement and all of its rights and obligations hereunder without limitation. This Agreement will bind the parties' respective heirs, successors, and permitted assigns. This Agreement is governed by California law, and the federal and state courts located in Santa Clara County, California have exclusive jurisdiction over all actions arising hereunder.