

HostHive BETA AGREEMENT

Subject to the terms and conditions of this HostHive Beta Agreement (the "Agreement"), HostHive Aps, LLC., a Florida Corporation located at 7901 4th St N STE 300, St. Petersburg, FL 33702, USA ("HostHive"), agrees to provide you access to certain of its beta product offerings (each, a "Beta Product") that complement HostHive's existing SaaS product, web design software, tools, and related services (the "Services"). As a participant in HostHive's Beta Product development program (the "Beta Program"), you hereby agree to use and evaluate any Beta Products that HostHive grants you access to in accordance with the terms of this Agreement.

BY CLICKING THE CHECK BOX AND FINISH BUTTON AT THE END OF THIS AGREEMENT INDICATING YOUR ACCEPTANCE OF THESE TERMS, YOU HEREBY ACCEPT AND AGREE TO

BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR DO NOT OTHERWISE AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES DESCRIBED HEREIN.

SECTION 14 OF THIS AGREEMENT CONTAINS PROVISIONS THAT SHALL GOVERN ANY CLAIMS THAT THE PARTIES MAY HAVE AGAINST EACH OTHER, INCLUDING WITHOUT LIMITATION A MANDATORY ARBITRATION PROVISION.

Now, therefore, in consideration of the mutual covenants set forth herein, you hereby agree as follows:

1. **Confidentiality.** As part of the Beta Program, HostHive may provide or allow you to access confidential or otherwise non-public business, technical or other similar information, materials, and/or ideas ("**HostHive Proprietary Information**"). You acknowledge and agree that Beta Products are (1) still in development and experimental form and (2) constitute HostHive Proprietary Information. Without limiting any other term of the Agreement, you represent and warrant to keep confidential and not disclose to any third party without HostHive's prior, written consent (email acceptable) any HostHive Proprietary Information, including but not limited to the following: (a) the Beta Products; (b) any HostHive development, marketing, or similar ideas or plans that you learn of during your participation in the Beta Program; (c) your participation in the Beta Program; or (d) any verbal or written communications concerning the Beta Program or any Beta Products from HostHive or its employees, agents, contractors or other representatives ("**Confidentiality Obligations**"). For the avoidance of doubt, your Confidentiality Obligations shall expire when the relevant HostHive Proprietary Information becomes public knowledge, provided that if the relevant HostHive Proprietary

Information never becomes public knowledge, the Confidentiality Obligations shall survive the termination or expiration of this Agreement. By way of illustrative example only, and without limitation, if a Beta Product becomes publicly known but such Beta Product's marketing plans do not, you may disclose your knowledge concerning the Beta Product, but you may not disclose your knowledge concerning such marketing plans.

2. No Conflicting Loyalty. You represent that you are not an employee or representative of any HostHive competitor.

3. Grant of Limited License. Subject to the terms of this Agreement, HostHive grants to you a nonexclusive, non-sublicensable, revocable, worldwide right and license, to use the Beta Product(s) solely in connection with your participation in the Beta Program and in accordance with this Agreement (i.e., solely for the purposes of testing and evaluating the Beta Product(s) and not for any commercial purpose or use). Your license will be valid only during the time that you are an active participant in the Beta Program.

4. Feedback. Upon HostHive's request, you agree to provide suggestions, comments, enhancement requests, recommendations, or any other feedback (collectively, "**Feedback**") regarding the Beta Product(s) or the Beta Program generally. Feedback shall include information regarding the Beta Product(s) performance, ease of use, features that may be missing, any bugs encountered during the use of the Beta Product, and any other information HostHive requests regarding the Beta Product(s). You agree that upon request by HostHive you will make available a reasonable amount of time to discuss the Beta Product(s) as part of your participation in the Beta Program. You agree that HostHive shall have an unrestricted, royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate this Feedback into the Beta Product(s) and other HostHive products or services.

5. Intellectual Property and Ownership. You acknowledge and agree that as between the parties HostHive owns all Intellectual Property Rights in and to the Beta Product(s) and any and all intellectual property contained therein or related thereto, including, but not limited to, any text, graphics, user and visual interfaces, photographs, trademarks, logos, sounds, music, artwork, applications, computer code and associated documentation (collectively, the "**Content**"). For the purposes of this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction. HostHive does not grant to you any license, express or implied, to the intellectual property of HostHive or its licensors. The Beta Products(s) and Content may not be copied, reproduced, sold, republished, transmitted, displayed, reposted, or otherwise distributed for public or commercial purposes.

6. Publicity and Marketing. You agree that, in HostHive's sole discretion, HostHive may use your name and/or logo and any Feedback you provide to HostHive Aps, LLC including testimonials or quotes, (collectively "**Promotional Information**") in HostHive's marketing materials and related assets. Pursuant to the foregoing, you hereby grant HostHive an unrestricted, royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to reproduce, publish, distribute, display, translate, summarize, modify, adapt, incorporate, or otherwise use such Promotional Information, in whole or in part, alone or in other works in any form, media, or technology now known or later developed. Notwithstanding the above, HostHive shall obtain your prior consent before the first use of your quotes or testimonials in HostHive's marketing materials, provided any subsequent use will not require any such prior consent. For the avoidance of doubt, in no event is HostHive obligated to use, reproduce, or publish any Promotional Information.

7. Cooperation and Co-marketing. You agree to cooperate with HostHive in jointly producing mutually-beneficial content and exploring other co-marketing opportunities from time to time.

8. DISCLAIMER OF WARRANTIES. THE BETA PRODUCT(S) ARE PROVIDED “AS IS” AND AS AVAILABLE, EXCLUSIVE OF ANY WARRANTY WHATSOEVER. HOSTHIVE (1) MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ANY MATTER, INCLUDING ANY REPRESENTATION THAT THE BETA PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR-

FREE, AND (2) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. ALL BETA PRODUCT(S) ARE PRE-RELEASE, ARE EXPECTED TO CONTAIN DEFECTS, SOME OF WHICH MAY BE MATERIAL, AND ARE NOT EXPECTED TO OPERATE AT THE LEVEL OR PERFORMANCE OR COMPATIBILITY OF A FINAL, PUBLICLY AVAILABLE PRODUCT OFFERING. BETA PRODUCT(S) MAY NOT OPERATE ACCURATELY AND MAY BE SUBSTANTIALLY MODIFIED PRIOR TO PUBLIC AVAILABILITY OR WITHDRAWN AT ANY TIME. ACCORDINGLY, ACCESS TO AND USE OF THE BETA PRODUCT(S) IS ENTIRELY AT YOUR OWN RISK. YOU ASSUME ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO. IN NO EVENT SHALL HOSTHIVE BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THE BETA PRODUCT(S). YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF ANY BETA PRODUCT.

9. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WHETHER RESULTING FROM A TORT, BREACH OF CONTRACT, WARRANTY OR OTHER FORM OF ACTION, WILL HOSTHIVE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOSTHIVE’S ENTIRE LIABILITY FOR DIRECT DAMAGES IN CONNECTION WITH THE BETA PROGRAM AND THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100).

10. Privacy. For purposes of the Beta Program, you agree and hereby consent to HostHive Aps, LLC including its employees or agents, collecting your personal information including, but not limited to, your name, email, address, and telephone number for the purposes of contacting you to collect your Feedback and generally as part of your participation in the Beta Program. HostHive shall handle your personal information in accordance with the applicable HostHive Privacy Policy located at: [HostHive Privacy](#) .

11. Term and Termination. This Agreement will automatically expire at the end of your participation in the Beta Program unless terminated sooner in accordance with this Agreement, and in any case shall expire not more than five (5) years after the date of this Agreement. Either party may terminate this Agreement before the end of your participation in the Beta Program for any reason upon written notice to the other party. This Agreement will automatically terminate upon any breach by you of any of your obligations hereunder including breach of confidentiality obligations. Your breach of any of your obligations under the Agreement may result in your immediate removal from the Beta Program. Upon HostHive’s request, you will return to HostHive any HostHive Proprietary Information in your control or possession.

12. Indemnity. You agree to defend, indemnify, and hold HostHive harmless from and against any demands, loss, liability, claims, or expenses (including attorneys’ fees) made against us by

any third party due to or arising out of or related to (1) your misuse of any Beta Product(s), or (2) any act or omission in violation of this Agreement.

13. General Provisions. This Agreement is personal to you, is non-assignable by you, is governed by the internal laws of the State of Florida, without regard to conflict of law principles, and may be modified or waived only in writing signed by both parties. If any provision of this Agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal

action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

14. DISPUTE RESOLUTION; ARBITRATION

14.1 Initial Dispute Resolution. To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement (a "**Dispute**"), each party agrees to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice. HostHive's address for such notices shall be as set forth above, with an electronic copy to info@hosthive.io. Your address for such notices is the email address you have previously exchanged and any mailing address you may have provided to HostHive.

14.2 Binding Arbitration. If you and HostHive are unable to resolve a Dispute as set forth above, all claims arising from or under this Agreement (except those Disputes expressly excluded below) shall be finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. You understand that if either party elects to arbitrate, neither party will have the right to sue in court or have a jury trial. The arbitration will be commenced and conducted under the Commercial Arbitration Rules (the "**AAA Rules**") of the American Arbitration Association (the "**AAA**") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes (the "**AAA Consumer Rules**"), both of which are available at the AAA website www.adr.org. The parties' arbitration fees and share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). If your claim for damages does not exceed \$100, HostHive will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in its Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, the parties may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. Arbitration will take place in Broward County, Florida. For the avoidance of doubt, the parties agree that for any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, the Florida state and Federal courts located in Broward County, Florida have exclusive jurisdiction and the parties agree to submit to the personal jurisdiction of such courts.

14.3 Exceptions to Alternative Dispute Resolution. Each party retains the right to bring an individual action in small claims court or to seek injunctive or other equitable relief on an individual basis in a federal or state court located within the Central District of Florida with respect to any dispute related to the actual or threatened infringement, misappropriation, or violation of a party's intellectual property or proprietary rights.

14.4 Waiver of Jury Trial. Notwithstanding anything to the contrary herein, each party hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury of any arbitrable claim under this Agreement and in connection with the enforcement of an arbitral award rendered pursuant to this agreement. Each party (i) certifies that no representatives, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of such litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party hereto have been induced to enter into this Agreement.
