

**IDEANEST LLC**  
**MASTER LICENSE AGREEMENT**  
**MASTER TERMS**  
**VERSION APRIL 26,2019**

**A. DEFINED TERMS**

Quoted terms in bold have the assigned meanings:

The “**Parties**” are:

(A) “**Licensor**”: Ideanest LLC, a California Limited Liability Company;

(B) “**Licensee**” identified on the signature block hereto.

The “**Dispute Resolution Locality**” is: **San Jose, California.**

The “**Governing Law Jurisdiction**” is: **California.**

The “**Effective Date**” is the most recent/earliest execution date on the signature block hereto

The “**Included Terms**” are:

- (A) Support Schedule
- (B) Specific Terms;
- (C) Confidentiality Terms;
- (D) General Terms;
- (E) Dispute Resolution Terms;
- (F) Product Schedule; and
- (G) Cloud Hosting Terms.

------(signature block follows)-----

Each Party has independently read, understood and evaluated the entirety of this Agreement and finds it advantageous to such Party’s interests and therefore, for good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, each Party agrees hereto:

<b>Ideanest LLC</b>	<b>Licensee:</b> _____
Execution Date: _____	Execution Date: _____
By /s/ _____	By /s/ _____
Name: Piotr Kaminski	Name: _____
Title: Founder	Title: _____
Email: <a href="mailto:piotr@reviewable.io">piotr@reviewable.io</a>	Email: _____
Postal: 5084 Tisdale Way, San Jose, CA 95130	Postal: _____

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## SUPPORT SCHEDULE

### 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 the 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
“ <b>P0 Error</b> ” 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
“ <b>P1 Error</b> ” means an Error which substantially degrades the performance of a Product or materially restricts Licensee’s use of such Product.	8 Business Hours	Error resolved within 5 business days
“ <b>P2 Error</b> ” means an Error which causes only a minor impact on Licensee’s existing use of Product functionality.	12 Business Hours	Error resolved within 14 business days

## SUPPORT SCHEDULE

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

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## SPECIFIC TERMS

### 1 THE PRODUCT

**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 CLOUD OR LICENSEE HOSTING

The Product Schedule indicates whether Licensee will be hosting the Product in private Github instances managed by Licensee or a cloud provider managed by Licensor.

### 3 GRANT OF LICENSE

**3.1 License Granted.** 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 and use each Product.

**3.2 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 3.1.

### 4 OWNERSHIP

- (A) Licensee acknowledges and agrees that Licensor retains all rights, title, and interest in and to each Product.
- (B) Licensor acknowledges and agrees that 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.

### 5 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.

### 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.

## SPECIFIC TERMS

### 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 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 License 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;

## SPECIFIC TERMS

- (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

**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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## CONFIDENTIALITY TERMS

### 14 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

“**Confidential Information**” means all information owned, licensed or otherwise in the possession of a Party (“**Delivering Party**”) into which the other Party (“**Receiving Party**”) came into possession in any manner, whether disclosed by Delivering Party or any other person to Receiving Party, either directly or indirectly, in writing, electronically, orally, or otherwise, or learned by Receiving Party by observation or otherwise, including without limitation,

- (A) intellectual property of any nature whatsoever, whether or not in writing, including, without limitation, inventions (in any stage of development and whether patented, patentable or not) and related documentation, patent applications, copyrights, developments, improvements, concepts, technical data, trade secrets, know-how, research and development, product or service ideas and plans, software source codes, object codes, include files and subroutines, compiled codes, designs, instructions and technical documentation, algorithms, laboratory notebooks, documentation, processes, formulas, recipes, techniques, biological materials, mask works, engineering designs and drawings, manufacturing processes including manufacturing machinery identification and configuration information, and
- (B) lists of, or information relating to, past, current and prospective directors, managers, officers, employees, consultants and advisors (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such persons), and
- (C) lists of, or information relating to, past, current and prospective customers and suppliers (including their contact information and their transactions with Delivering Party), and
- (D) past, present or prospective prices, price lists, pricing methodologies, cost data, market share data, marketing plans, competitive data and intelligence, licenses, contract information, business plans, financial forecasts, historical financial data, tax returns and information, budgets or other business information, strategies, prospectuses, agreements with third parties (including government bodies), business methods and procedures, and government filings and licenses, and
- (E) any other information the disclosure of which might harm or destroy the competitive advantage of Delivering Party, and
- (F) the means of access to any Confidential Information, including all online logins (usernames and passwords, access tokens and two-factor authentication processes) of all accounts related to Delivering Party or containing Confidential Information, and
- (G) -
  - (1) all negotiations between the Parties,
  - (2) any subsequent written or oral agreements or understandings that may be reached between the Parties,
  - (3) the nature of the activities related hereto, and
  - (4) any and all notes, analyses, compilations, studies or other material prepared by the Receiving Party containing or based upon, in whole or in part, any information provided or shown by the Disclosing Party, and
- (H) anything of any nature whatsoever (“**Derivative Confidential Information**”) created by Receiving Party which is derived in whole or any part from, or constitutes a modification or improvement of, Confidential Information, and any manifestations thereof, and
- (I) any information which would, under the circumstances, appear to a reasonable person to be confidential or proprietary,

exchanged at any time before or after the Effective Date. Confidential Information does not include information

- (1) in possession of the Receiving Party prior to the Effective Date,
- (2) which did not (directly or indirectly) originate from Delivering Party, or
- (3) that was made Publicly Known other than by a wrongful act of the Receiving Party after the Effective Date. “**Publicly Known**” means information that can be obtained through a search

## CONFIDENTIALITY TERMS

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.

### 14.2 Recipient won't Disclose.

**14.2.1 In General.** Receiving Party will keep Confidential Information confidential using procedures and methods that it uses to protect its own confidential information and which are also at least reasonable, and will not disclose nor permit others to disclose any portion thereof, except for disclosure

- (A) to employees and agents of Receiving Party who are
  - (1) part of the discussions and transactions contemplated hereby, and
  - (2) subject hereto,
- (B) which Delivering Party explicitly approves in advance,
- (C) to persons,
  - (1) who acknowledge in writing being subject to this Section 14, and
  - (2) to which disclosure is necessary and non-public to further the purpose of Delivering Party in making such disclosure,
- (D) as may be required by law, in which case, Receiving Party will provide Delivering Party with
  - (1) reasonable advance notice of such disclosure, and
  - (2) full cooperation with Delivering Party in objecting to and limiting such disclosure, and
- (E) to Receiving Party's legal counsel in connection with the representation of Receiving Party in connection herewith.

**14.3 Export Control Laws.** If any portion of the Confidential Information is subject to export control laws or other laws which restrict the disclosure of any portion thereof, Disclosing Party will notify Receiving Party of the

- (A) detailed nature of such restrictions,
  - (B) the requirements applicable to Receiving Party, and
  - (C) the measures that Receiving Party must adopt to comply therewith,
- whereupon, Receiving Party shall then comply therewith.

**14.4 Other Confidentiality Obligations.** This Section 14 does not reduce any confidentiality obligations to which Receiving Party is otherwise subject.

### 14.5 Limited Use of Information.

**14.5.1 Limitation.** Receiving Party will not

- (A) use any Confidential Information for any purpose other than purposes intended by Delivering Party, including, without limitation
  - (1) the evaluation of a business relationship and the conduct of future business transactions with Delivering Party, or
  - (2) to compete with, assist others in competing with, or otherwise to the disadvantage of Delivering Party or Delivering Party's customers or vendors,
- (B) disassemble, decompile, quantitatively or qualitatively analyze (including any analysis of the chemical composition or micro structure of any materials) of any manifestation or embodiment of Confidential Information, or remove any identifying markings, trade names or copyrights from any such manifestation or embodiment, or
- (C) initiate contact, for any reason other than the agreed upon purposes of the Parties, with any natural persons who were for any length of time, on or after the Effective Date, associated in any way with



## CONFIDENTIALITY TERMS

Delivering Party, including Delivering Party's current or prospective customers, vendors, employees or contractors, if such persons become known to Receiving Party by virtue of Receiving Party's access to Confidential Information or as a result of meetings held or communications made with Delivering Party in connection herewith and the transactions contemplated hereby.

### **14.5.2 Exclusion.** This Section 14 does not limit Receiving Party's right to

- (A) develop independently information similar to Confidential Information,
  - (B) receive from third parties information similar to the Confidential Information, or
  - (C) compete with Delivering Party,
- so long as Receiving Party does not make use of
- (1) Confidential Information, or
  - (2) any person who at any time was in possession of, or had access to, Confidential Information,
- in so doing.

**14.5.3 Transactions.** Neither Party is under any legal obligation of any kind whatsoever to complete any transaction, business relationship or agreement by virtue of this Section 14.

**14.6 No Warranty or License.** Delivering Party provides the Confidential Information on an as-is basis and makes no warranty or representation as to the accuracy or completeness thereof, non-infringement of the rights of others or any other matter. Delivering Party is not liable for any costs, losses or damages incurred by Receiving Party with respect to Confidential Information. Delivering Party does not grant or imply any license or right of any kind whatsoever in any of the Confidential Information.

**14.7 Notice of Improper Disclosure.** Receiving Party will notify Delivering Party immediately of any disclosure or use of Confidential Information which may constitute a breach of this Section 14 and cooperate with Delivering Party at Receiving Party's expense in taking such remedial actions as may be necessary or specified by Delivering Party.

### **14.8 Breach.**

- (A) Receiving Party will defend, indemnify, and hold harmless Delivering Party from all costs, expenses, claims, demands, damages, fines, penalties and attorney's fees resulting from any third party claim based on Receiving Party's use of Confidential Information or material breach of any provision of this Section 14.
- (B) If Receiving Party breaches this Section 14 by using Confidential Information in a manner not permitted hereby, any intellectual property created or developed by Receiving Party that is associated with any such wrongful use shall be owned by, and is hereby assigned by Receiving Party to, Disclosing Party.
- (C) Receiving Party acknowledges that the Confidential Information is of great value to Delivering Party and that remedies at law may be inadequate and accordingly, in addition to all other remedies that may be available to Delivering Party, Delivering Party is entitled to seek equitable relief in the event of any breach or threatened breach of this Agreement.
- (D) Receiving Party is primarily liable for acts or omissions of persons to which Receiving Party has disclosed Confidential Information, and Delivering Party may bring actions against Receiving Party solely for such acts or omissions.

### **14.9 Destruction of Confidential Information.**

**14.9.1 In General.** Receiving Party will destroy (and not later re-create) all manifestations and embodiments of Confidential Information on the earliest of the

- (A) receipt of a written request therefor from Delivering Party,
- (B) two year anniversary of the Effective Date, or

## CONFIDENTIALITY TERMS

- (C) decision by either Party not to continue the discussions or proceed with the transactions to which this Section 14 relates.

**14.9.2 Legal Counsel.** Receiving Party's legal counsel may retain Confidential Information in the course of their duties, so long as such Confidential Information remains subject hereto and to principles of attorney-client privilege. To the extent that any Confidential Information provided or made available hereunder may include material subject to the attorney-client privilege, work product doctrine or any other applicable privilege in respect of pending or threatened legal proceedings or governmental investigations, the Parties acknowledge that they have a commonality of interest with respect to such matters and that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine, other applicable privilege or the joint defense doctrine.

**14.10 Additional Documents.** Receiving 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, including without limitation in respect of Derivative Confidential Information.

**14.11 Term.** The obligations of this Section 14 are permanent.

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## GENERAL TERMS

### 15 GENERAL TERMS

These General Terms are subject to any other contrary or modifying applicable provision set forth in the Master Terms or the other Included Terms.

#### 15.1 This Agreement; Effectiveness.

**15.1.1 This Agreement.** This “**Agreement**” consists solely of the Master Terms, the Included Terms and all attachments, schedules and exhibits referred to by any therein as being part of this Agreement, as amended from time to time pursuant solely to the amendment process herein set forth.

**15.1.2 Effectiveness.** This Agreement shall be deemed “**Executed**” when each of the Parties set forth on the signature block hereto (the “**Executing Parties**”)

- (A) executes manually or electronically a counterpart hereof, and
- (B) delivers such counterpart (which may be an electronic version thereof) by any means permitted for communications hereunder to each other Executing Party.

Once Executed, this Agreement shall be deemed to have become effective as to all Parties as of the Effective Date.

#### 15.2 Construction

##### 15.2.1 Integration; Amendment; Waiver.

**15.2.1.1 Integration.** This Agreement (with its attachments, schedules and exhibits, and any associated agreements incorporated herein) constitutes the entire and exclusive agreement between the Parties and supersedes all prior writings, oral statements and understandings of any nature related to the subject matter hereof.

**15.2.1.2 Amendment.** This Agreement:

- (A) Can be amended only in a writing
  - (1) made subsequent to the most recent of the execution dates on the signature block hereto,
  - (2) to which all Parties shall have explicitly expressed their consent in writing, and
  - (3) which explicitly identifies itself as an amendment hereto and sets forth such amendment in full; and
- (B) Cannot be amended before or after the Effective Date by preprinted forms, additional terms in purchase orders or confirmations, online terms of service or any similar artifice, contrivance, device or shenanigan, all and each of which are hereby expressly rejected by each Party as being a material alteration hereof to which each Party understands and acknowledges that each other Party rejects hereby *in toto* and in advance *provided that* matters not addressed hereby are not governed hereby.

**15.2.1.3 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

- (A) itself as a waiver hereof, and
- (B) the provision hereof being waived and the circumstances to which such waiver applies.

No waiver of any provision hereof shall constitute a waiver of any other provision hereof or of the same provision on another occasion.

**15.2.2 Severability.** If any provision of this Agreement or the application of such provision to any person, circumstance or jurisdiction shall be held invalid, then the Parties intend that such provision

- (A) be excised from this Agreement in such instance, and
- (B) -

## **GENERAL TERMS**

- (1) the remainder of this Agreement, and
  - (2) 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.

### **15.2.3 Construction.**

- (A) This Agreement shall be construed and enforced in accordance with the internal law (excluding choice of law) of the Governing Law Jurisdiction.
- (B) Capitalized terms have the meanings specified in this Agreement.
- (C) 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 non-compliance with another provision.
- (D) The Parties may not by indirect means avoid the application of the provisions hereof.
- (E) References to “persons” or “parties” include natural persons and entities of any type. References to the Parties includes the directors, managers, officers, employees and agents (including legal representatives) of such Party.
- (F) Unless otherwise specified, references to attachments, exhibits or schedules, etc. are those attached to or incorporated by reference in this Agreement and references to sections, paragraphs or articles are references to subdivisions of this Agreement.
- (G) The titles to the subdivisions of this Agreement are solely for the convenience of the Parties and shall not be used to affect the interpretation of this Agreement.
- (H) The termination or expiration of this Agreement shall not affect a Party’s rights or obligations hereunder that
  - (1) accrued prior to the effective date of such termination or expiration, unless such termination explicitly terminates such obligations, or
  - (2) by their nature are intended by the Parties to extend past such termination or expiration.
- (I) Any reference to an agreement, or to statutes, laws or administrative rules, includes all amendments, modifications, or replacements of such statutes and laws from time to time.
- (J) The remedies under this Agreement and provided by law in respect hereof are cumulative and shall not exclude each other or any other remedies to which a Party may be lawfully entitled.
- (K) This Agreement shall not be construed against a Party because this Agreement was prepared by such Party or such Party’s counsel.

### **15.2.4 The Parties’ Abilities.** The Parties acknowledge that

- (A) each Party
  - (1) had the opportunity to retain counsel and other advisors in respect of the negotiation of this Agreement and had the opportunity to read and evaluate this Agreement, and
  - (2) did or did not so retain counsel and advisors and read and evaluated this Agreement to the extent as such Party thought most advantageous to themselves, and
- (B) no 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.

## **15.3 Other Provisions**

### **15.3.1 Relationship of the Parties**

- (A) Except to the extent explicitly provided elsewhere in this Agreement,
  - (1) this Agreement does not make any Party an agent of any other Party for any purpose or authorizes any Party to bind any other Party,
  - (2) each Party is, in respect of this Agreement, an independent contractor, and
  - (3) this Agreement does not restrict the business of any Party.
- (B) This Agreement does not create any third party beneficiary rights in any person.
- (C) Each Party represents that the execution of and performance under this Agreement by such Party

## GENERAL TERMS

does not violate the terms of any agreement to which such Party is subject.

**15.3.2 Non-Disparagement.** No Party shall make any communication about this Agreement or the transactions engaged in hereunder or anticipated hereby,

- (A) on the Web, through social media, or in any other public manner, or
  - (B) in any manner publicly or privately to another Party's customers or vendors,
- which disparages or criticizes any other Party or any person affiliated with such Party. The Parties further agree that

- (1) if a breach of this Non-Disparagement provision were to occur, it would be difficult to determine actual damages;
- (2) based on what the parties presently know, the Parties agree that \$100,000 USD is a reasonable estimate of the damages that would accrue if a breach occurred in the future; and
- (3) the Parties agree that such amount of damages is fair and reasonable and is not a penalty on the breaching party.

Disparagement means any negative statement, written or oral, which might cause a reasonable person to change their business relationship or prospective business relationship with the disparaged person.

**15.3.3 Communications.** To be effective under this Agreement, any "**Communication**" made in connection herewith must be in writing and may be delivered by

- (A) -
  - (1) email (effective when sent),
  - (2) personal delivery (effective when delivered to the recipient's postal address),  
*provided that* the day and time of such effectiveness is a Monday through Friday (a "**Business Day**") between 9AM and 5PM local recipient time, or if not, then effective the next Business Day),
- (B) overnight courier (effective on the first Business Day after the day of acceptance by the courier),
- (C) certified mail (effective on the fourth Business Day after acceptance by the postal service), or
- (D) any other method (effective on the first Business Day of actual knowledge of the contents of such communication by the recipient),

to the address set forth in this Agreement for such Party or such other address as the Parties may notify each other from time to time. "**Communications**" include, without limitation, notices, amendments, consents, agreements, invoices, documentation and each, every and any other communication made in connection herewith. Communications made other than in writing and delivered other than in compliance herewith have no force or effect whatsoever.

**15.3.4 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 of this Agreement and the transactions contemplated hereby.

**15.3.5 Successors and Assigns.** This Agreement and a Party's rights and obligations hereunder are personal and may not be assigned. Subject to the foregoing:

- (A) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties and the term Party includes such successors and assigns.
- (B) Transactions involving
  - (1) the equity securities, or
  - (2) a sale of assets, or a merger or consolidation or similar transaction,of Company, shall not be deemed to be assignments hereunder and shall be permitted hereby, whether or not Company is the surviving entity.

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## DISPUTE RESOLUTION

### 16 DISPUTE RESOLUTION

**16.1 Mediation and Arbitration.** All disputes, claims, questions or disagreements that arise between the Parties (or any of their officers, directors, stockholders, members, owners, managers, Employees, agents, and advisors) 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, the business relationship created hereby, and the gateway question of the applicability of this arbitration provision to any matter) are collectively referred to herein as “**Matters**”. All dispute resolution of Matters shall be submitted in their entirety initially and solely 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 two additional 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. The arbitrators shall be 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 to 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. The burden of proving the necessity of each motion, pleading and element of and request for discovery shall be solely, exclusively and utterly on the Party submitting such pleading, motion or request.
- (D) The arbitrator will require the use of every technological measure available to reduce the duration 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 (including pre-recorded) will be permitted in lieu of written briefs.
- (E) The arbitrator has the exclusive power to adjudicate any requests for prejudgment remedies, interlocutory action, injunctive relief and any other prejudgment remedy of any nature whatsoever sought by a Party. Decisions with respect to prejudgment remedies and interlocutory action may be immediately enforced in court.
- (F) Day baseball arbitration will be used. The arbitrator shall provide an interim reasoned award for 15 days’ review and comment by the Parties followed as soon as practicable by a final reasoned award. The final award may be appealed solely pursuant to the AAA’s **Optional Appellate Arbitration Rules**. Appeals must be initiated within 10 days of receipt of the final 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 pro rata. Once the appeal process, if any, is completed, the award shall be final and may be entered in and enforced by 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 and enforce the award.

## **DISPUTE RESOLUTION**

- (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), technology related fees and costs, and interest thereon at the highest permissible rate from the date of the incurrence of each cost through the date of the clearance of the payment therefor, shall be awarded to and be collectible by the prevailing Party (*provided that* such costs payable to third-parties will be paid directly to such third parties), by any legal means and in any proper forum, *provided that* if the Prevailing Party initiates any dispute resolution proceeding other than in compliance herewith, then each Party shall bear their own costs, the joint costs of arbitration will be split pro rata among the Parties, and no interest will be awarded.
- (I) Any proceeding which requires the physical presence of any person must be held in or as near as may be to the Dispute Resolution Locality.
- (J) Such arbitration may not be joined with or include any claims by any persons not party to this Agreement.

### **16.2 Jurisdiction. IN RESPECT OF ANY JUDICIAL PROCEEDING OF ANY KIND RELATED IN WHOLE OR ANY PART TO ANY MATTER, EACH OF THE PARTIES**

- (A) -
  - (1) **IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN OR AS NEAR AS MAY BE TO THE DISPUTE RESOLUTION LOCALITY,**
  - (2) **AGREES NOT TO COMMENCE ANY JUDICIAL PROCEEDING EXCEPT IN SUCH COURTS AND EXCEPT ELSEWHERE SOLELY AS MAY BE NEEDED TO ENFORCE ARBITRATION AWARDS, REMEDIES AND ORDERS,**
  - (3) **WAIVES, AND AGREES NOT TO ASSERT IN ANY MANNER, THAT THE PARTY IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF SUCH COURTS, THE PARTY'S PROPERTY IS EXEMPT OR IMMUNE FROM ATTACHMENT OR EXECUTION BY SUCH COURTS, SUCH COURTS ARE AN INCONVENIENT OR IMPROPER FORUM, OR THE MATTER MAY NOT BE ADJUDICATED BY SUCH COURTS,**
- (B) **WAIVES ANY RIGHT TO A JURY IN ANY SUCH PROCEEDING, AND**
- (C) **TO THE EXTENT PERMITTED BY LAW, AGREES NOT TO COMMENCE, PARTICIPATE IN OR ASSIST, ANY CLASS ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR ANY SIMILAR ACTION.**

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## PRODUCT SCHEDULE: REVIEWABLE

### 1 PREAMBLE

This Product Schedule is part of the Master License Agreement between Ideanest LLC as “**Licensor**”, and the undersigned “**Licensee**”.

### 2 SEATS LICENSED

Number of Seats Licensed	
--------------------------	--

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.

### 3 LICENSED PRODUCT DESCRIPTION

Reviewable (<https://reviewable.io/>) is a lightweight web-based tool that improves the code review process for GitHub pull requests.

### 4 LICENSE FEES

License Fee	\$204 per year per seat
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The license granted hereunder is seat-based. At any time, the number of seats in use shall be deemed to be the maximum number of named users using the Product during the previous 90 days, which number shall be automatically calculated by the Product and reported to Licensee.

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.

### 5 HOSTING

<input type="checkbox"/>	Limited to use on private GitHub Enterprise instances only (no public use) by Licensee. OR
<input type="checkbox"/>	Hosted on a cloud service by Licensor - refer to the Cloud Hosting Schedule

(check one)

### 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.



## PRODUCT SCHEDULE: REVIEWABLE

### 7 TERM

The license granted under this **Product Schedule** and this Agreement shall terminate on the one year anniversary (the “**Product Term**”) of the **Product Schedule Effective Date**. The Parties may extend this Agreement for a one year term under the same terms from time to time by exchanging email confirmations of such extension within 30 days prior to the end of the then current Product Term.

### 8 ADDITIONAL TERMS

[None]

### 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.

----- (signature block follows) -----

<b>Ideanest LLC</b>  Execution Date: _____  By /s/ _____ Name: Piotr Kaminski Title: Founder Email: <a href="mailto:piotr@reviewable.io">piotr@reviewable.io</a> Postal: 5084 Tisdale Way, San Jose, CA 95130-2242	<b>Licensee:</b> _____  Execution Date: _____  By /s/ _____ Name: _____ Title: _____ Email: _____ Postal: _____
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## CLOUD HOSTING SCHEDULE

### 1 PREAMBLE

This Cloud Hosting Schedule is part of the Master License Agreement between Ideanest LLC as “**Licensor**”, and the undersigned “**Licensee**”.

### 2 CLOUD HOSTING TERMS

“ <b>Cloud Hosting Provider</b> ”	Google Cloud or AWS as determined from time to time by the Licensor.
Terms of Service of Cloud Hosting Provider	<a href="https://cloud.google.com/terms/sla/">https://cloud.google.com/terms/sla/</a> <a href="https://aws.amazon.com/service-terms/">https://aws.amazon.com/service-terms/</a>
Terms of Service of Git Hub	<a href="https://help.GitHub.com/en/articles/GitHub-terms-of-service">https://help.GitHub.com/en/articles/GitHub-terms-of-service</a>
“ <b>Licensor Uptime Guaranty</b> ”	<p>99.9% in any rolling 720 hour period, rounded to the nearest half hour. Amount of service credit is the pro rated amount of licensing fee accrued during such 720 hour period, credited to the Licensing Fees accrued beginning 30 days after the conclusion of any interruption. There must be at least one hour of Licensor Downtime for this guarantee to take effect.</p> <p>Total interruptions in service must be for more than 1 hour before being refundable.</p>

### 3 PERFORMANCE BY LICENSOR

- (A) Licensor will host the Product on Hosting Provider on a 24/7 schedule.
- (B) Licensor will permit only members of Licensee’s GitHub organization access to the Product. Licensor disclaims liability for any actions of such members, which liability will be the sole responsibility of Licensee.
- (C) Licensor will provide a service credit of the License Fee as per the Licensor Uptime Guaranty, for “**Licensor Downtime**”, which is any period of time in which Licensee is unable to access the Product in the normal manner, but excluding downtime caused by:
  - (1) Actions or omissions of Licensee or users granted access by Licensee;
  - (2) The Cloud Hosting Provider;
  - (3) GitHub;
  - (4) Circumstances or conditions not caused by Licensor, such as power outages, any events of force majeure such as earthquakes, failure of telecommunications infrastructure or systems, riots, strikes, etc.;
  - (5) Licensee’s illegal or unlawful use of the Product or breach of the terms of service of GitHub or the Cloud Hosting Provider, or Licensee’s breach of this Agreement, including non-payment of License Fees by Licensee; or
  - (6) “**Scheduled Downtime**” by Licensor relating to network, hardware, or service maintenance or upgrades, *provided that* Licensor will use reasonable commercial endeavors to provide written notice to Licensee prior to the commencement of Scheduled Downtime.Requests for refunds must be made within 3 days of the end of the outage, and exact start and end times for the outage must be provided, and the outage must have been accompanied by contemporaneous support requests.

### Cloud Hosting Schedule

- (D) In instances where the Cloud Hosting Provider causes downtime and offers a refund in respect of such downtime in excess of \$500, Licensor will make reasonable efforts to recover the refund for the Licensee.
- (E) System response times are set by the Cloud Hosting Provider.
- (F) Encryption is provided by the Cloud Hosting Provider.
- (G) Cloud based data will be backed nightly and maintained for 30 days in a separate bucket in the Cloud Hosting Provider's system by Licensor.
- (H) Location of the data will be determined by the Cloud Hosting Provider, but will be in the USA.

#### 4 EFFECTIVENESS

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

----- (signature block follows) -----

<b>Ideanest LLC</b>	<b>Licensee:</b> _____
Execution Date: _____	Execution Date: _____
By /s/ _____	By /s/ _____
Name: Piotr Kaminski	Name: _____
Title: Founder	Title: _____
Email: <a href="mailto:piotr@reviewable.io">piotr@reviewable.io</a>	Email: _____
Postal: 5084 Tisdale Way, San Jose, CA 95130-2242	Postal: _____

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