



BEEZY MOBILE APP END USER LICENSE AGREEMENT

Last Updated: January 15, 2021

This Beezy Mobile App End User License Agreement (“**Agreement**”) is a binding agreement between you (“**End User**” or “**you**”) and Beezy Inc., a Delaware corporation (“**Beezy**” or “**we**”), located at 548 Market St #76279, San Francisco, CA 94104-5401, United States. **By clicking “I Accept” or by using the Beezy App, you agree to the terms of this Agreement, including the mandatory arbitration provision and class action waiver in Section 14 If you do not agree to the terms of this Agreement, do not use the Beezy App.**

This Agreement governs your use of Beezy Mobile and/or Beezy Pocket on the iOS or Android, (including all related documentation, the “**Beezy App**”). The Beezy App is licensed, not sold, to you.

1. License Grant. Subject to the terms of this Agreement, Beezy grants you a limited, non-exclusive, and nontransferable license to:

(a) download, install, and use the Beezy App for your personal use on a single mobile device owned or otherwise controlled by you (“**Mobile Device**”) strictly in accordance with the Beezy App’s documentation; and

(b) access, stream, download, and use on such Mobile Device the Beezy Services (as defined in Section 5) made available in or otherwise accessible through the Beezy App, strictly in accordance with this Agreement and the terms applicable to such Beezy Services referenced in Section 5.

2. License Restrictions. You will not:

(a) copy the Beezy App, except as expressly permitted by this license;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Beezy App;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Beezy App or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Beezy App, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Beezy App, or any features or functionality of the Beezy App, to any third party for any reason, including by making the Beezy App available on a network where it is capable of being accessed by more than one device at any time;

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Beezy App; or

(g) use the Beezy App in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments.

3. Reservation of Rights. You acknowledge and agree that the Beezy App is provided under license, and not sold, to you. You do not acquire any ownership interest in the Beezy App under this Agreement, or any other rights thereto other than to use the Beezy App in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Beezy and its licensors and service providers reserve and retains their entire right, title, and interest in and to the Beezy App, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Collection and Use of Your Information; Feedback. You acknowledge that when you download, install, or use the Beezy App, Beezy may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Beezy App. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Beezy App or certain of its features or functionality, and the Beezy App may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Beezy App is subject to our Privacy Policy [Privacy Policy](#). By downloading, installing, using, and providing information to or through this Beezy App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. You may voluntarily post, submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about Beezy or the Beezy App (collectively, “**Feedback**”). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including, without limitation, to develop, copy, publish, or improve the Feedback in Beezy’s sole discretion. You understand that Beezy may treat Feedback as nonconfidential.

5. Beezy Services. The Beezy App provides you with access to Beezy’s Intelligent Workplace Solution for Office 365 (the “**Beezy Services**”) as provided by your enterprise provider. Your access to and use of the Beezy Services are governed by the Agreement, Product Terms, and/or other terms agreed to by your enterprise provider governing your use of the Beezy Services, which are incorporated herein by reference. Your access to and use of the Beezy Services requires such terms to be in place prior to accessing or using the Beezy App’s features and functionality. Any violation of such terms will also be deemed a violation of this Agreement.

6. Updates. Beezy may from time to time in its sole discretion develop and provide Beezy App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Beezy has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

- (a) the Beezy App will automatically download and install all available Updates; or

- (b) you may receive notice of or be prompted to download and install available Updates.

You will promptly download and install all Updates and acknowledge and agree that the Beezy App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Beezy App and be subject to all terms and conditions of this Agreement.

7. Third-Party Content. We may provide information about third-party products, services, activities, or events, or we may allow third parties to make their content and information available on or through the Beezy App (collectively, “**Third-Party Content**”). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party. Beezy does not control or endorse, and makes no representations or warranties regarding, any Third-Party Content, and your access to and use of such Third-Party Content is at your own risk.

8. Term and Termination.

- (a) The term of Agreement commences when you download the Beezy App and will continue in effect until terminated by you or Beezy as set forth in this Section 8.

- (b) You may terminate this Agreement by deleting the Beezy App and all copies thereof from your Mobile Device.

- (c) Beezy may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

- (d) Upon termination:

- (i) all rights granted to you under this Agreement will also terminate; and

- (ii) you must cease all use of the Beezy App and delete all copies of the Beezy App from your Mobile Device and account.

- (e) Termination will not limit any of Beezy’s rights or remedies at law or in equity.

9. Indemnification. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Beezy and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners, and employees (individually and collectively, the “**Beezy Parties**”) from and against any losses, liabilities, claims, demands, damages, expenses, or costs (“**Claims**”) arising out of or related to (a) your access to or use of the Beezy App; (b) your Feedback; (c) your violation of the terms of this Agreement; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with your use of the Beezy App. You agree to promptly notify the Beezy Parties of any third-party Claims, cooperate with the Beezy Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees). You also agree that the Beezy Parties will have control of the defense or settlement, at Beezy’s sole option, of any third-party Claims.

This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Beezy or the other Beezy Parties.

10. Disclaimer of Warranties. Your use of the Beezy App is at your sole risk. Except as otherwise provided in a writing by us, the Beezy App and any content therein are provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Beezy does not represent or warrant that the Beezy App or its contents are accurate, complete, reliable, current, or error-free. While Beezy attempts to make your use of the Beezy App and any content therein safe, we cannot and do not represent or warrant that the Beezy App or our servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Beezy App. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

11. Limitation of Liability. To the fullest extent permitted by applicable law, Beezy and the other Beezy Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive, or special damages or lost profits, even if Beezy or the other Beezy Parties have been advised of the possibility of such damages.

The total liability of Beezy and the other Beezy Parties for any claim arising out of or relating to this Agreement or the Beezy App, regardless of the form of the action, is limited to \$50.00 USD.

The limitations set forth in this Section 11 will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of Beezy or the other Beezy Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

12. Release. To the fullest extent permitted by applicable law, you release Beezy and the other Beezy Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

13. Transfer and Processing Data. In order for us to provide the Beezy App, you agree that we may process, transfer, and store information about you in the United States and other countries, where you may not have the same rights and protections as you do under local law.

14. Dispute Resolution; Binding Arbitration

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Beezy and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or

arbitrations are allowed under this arbitration agreement. In addition, arbitration precludes you from suing in court or having a jury trial.

No Representative Actions. You and Beezy agree that any dispute arising out of or related to this Agreement or the Beezy App is personal to you and Beezy and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Arbitration of Disputes. Except for small claims disputes in which you or Beezy seeks to bring an individual action in small claims court located in the county of your billing address or disputes in which you or Beezy seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, **you and Beezy waive your rights to a jury trial and to have any dispute arising out of or related to this Agreement or the Beezy App resolved in court.** Instead, for any dispute or claim that you have against Beezy or relating in any way to the Beezy App, you agree to first contact Beezy and attempt to resolve the claim informally by sending a written notice of your claim (“**Notice**”) to Beezy by email at [insert legal email] or by certified mail addressed to [insert legal department address]. The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and Beezy cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in New York, New York, unless you are a consumer, in which case you may elect to hold the arbitration in your county of residence in accordance with the JAMS Streamlined Arbitration Rules and Procedures (“**JAMS Rules**”). For purposes of this section, you will be deemed a “**consumer**” if you use the Beezy App for your personal, family, or household purposes. The most recent version of the JAMS Rules are available on the [JAMS website](#) and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

You and Beezy agree that this Agreement affects interstate commerce and that the enforceability of this Section 14 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the “**FAA**”), to the maximum extent permitted by applicable law. As limited by the FAA, this Agreement and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding, or preside over any proceeding involving more than one individual.

The arbitrator, Beezy, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared, and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The arbitration will allow for the discovery or exchange of non-privileged information relevant to the dispute. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a

preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and Beezy agree that for any arbitration you initiate, you will pay the filing fee (up to a maximum of \$250 if you are a consumer), and Beezy will pay the remaining JAMS fees and costs. For any arbitration initiated by Company, Beezy will pay all JAMS fees and costs. You and Beezy agree that the state or federal courts of the State of New York and the United States sitting in New York, New York have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Any claim arising out of or related to this Agreement or the Beezy App must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and Beezy will not have the right to assert the claim.

If any portion of this Section 14 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from this Agreement; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 14 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 14; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 14 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 14 will be enforceable.

15. Export Regulation. The Beezy App may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You will not, directly or indirectly, export, re-export, or release the Beezy App to, or make the Beezy App accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Beezy App available outside the US.

16. US Government Rights. Each of the documentation and the software components that constitute the Beezy App is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if End User or your employer are an agency of the US Government or any contractor therefor, you only receive those rights with respect to the Beezy App and its documentation as are granted to all other End Users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

17. Governing Law and Venue. Any dispute arising from this Agreement and your use of the Beezy App will be governed by and construed and enforced in accordance with the laws of the State of New York, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or

cannot be heard in small claims court will be resolved in the state or federal courts of the State of New York and the United States, respectively, sitting in New York, New York.

18. Severability. If any provision or part of a provision of this Agreement is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

19. Miscellaneous. The failure of Beezy to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, this Agreement is intended solely for the benefit of the parties and is not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically. Under California Civil Code Section 1789.3, California consumers are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Site of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N-112, Sacramento, California 95834, or by telephone at 1 (800) 952-5210.