

CURATE TEST DRIVE (SANDBOX) DEMONSTRATION LICENSE AGREEMENT

This Sandbox Demonstration License Agreement (“Agreement”) is an agreement between Hivery North America, Inc. (“Hivery”) and you that governs your use of a limited sandbox, demonstration version of Hivery’s Curate online software-as-a-service solution (“Sandbox Service”). By accessing and using the Sandbox Service, you agree to be bound by this Agreement. If you do not agree to the terms and conditions of this Agreement, you must not use the Sandbox Service. As used in this Agreement, “you” and “your” mean you individually or the entity that you represent. If you are entering into this Agreement for an entity, you represent that you have the authority to bind that entity.

This Agreement takes effect when you click “I accept” or a similar button or check box presented to you as part of the registration process or when you first use the Sandbox Service, whichever is earlier (“Effective Date”), and will remain in effect for a period of fourteen (14) days or until terminated as specified in this Agreement (“Term”).

You may not access the Sandbox Service if you (or the entity that you represent) is a direct competitor of Hivery or its affiliates, except with Hivery’s prior written consent.

1. Access and Use of the Sandbox Service

- Subject to your compliance with the terms and conditions of this Agreement, Hivery grants you a nonexclusive, nontransferable, revocable, limited license during the Term to access and use the Sandbox Service solely for internal demonstration and evaluation purposes. You may only use the Sandbox Service to process demonstration data made available by Hivery in the Sandbox Service (“Demo Data”). You may not process any other data using the Sandbox Service. You may only access the Demo Data in the Sandbox Service, and you may not retain or export any Demo Data at any time.

2. Restrictions

- You shall not, and shall not permit any third party to: (i) access or use the Sandbox Service; (ii) interfere with or disrupt the integrity or performance of the Sandbox Service; (iii) resell, sublicense, time-share, or otherwise use or share the Sandbox Service with or for the benefit of any third party; (iv) modify or create a derivative work of the Sandbox Service or any portion of the Sandbox Service; (v) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code, object code or underlying structure or algorithms of the Sandbox Service (except to the extent that applicable laws make such restrictions unenforceable); or (vi) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

3. Personal Information

- When you sign up to use the Sandbox Service, you will be required to provide us with certain personal information. Hivery will use and manage this information in accordance with its Privacy Policy published at www.hivery.com, as updated from time to time.

4. Proprietary Rights

- a. Ownership of IP Rights in Sandbox Service. Hivery or its licensors own all worldwide right, title, and interest in and to the Sandbox Service, including all worldwide intellectual property rights therein.

Hivery reserves all rights and licenses in and to the Sandbox Service not expressly granted to you under this Agreement.

- b. **Confidentiality.** The Sandbox Service embodies valuable trade secrets and confidential information proprietary to Hivery and its licensors (“Confidential Information”). You will maintain the Confidential Information in confidence and will not disclose any such information to any third party or use such information for purposes other than expressly authorized herein.
- c. **Feedback.** You may from time to time provide suggestions, comments, or other feedback to Hivery with respect to the improvement, correction, or modification of the Sandbox Service (collectively, “Feedback”). You agree that Hivery shall be free to use, disclose, reproduce, license, distribute, and otherwise commercially exploit the Feedback provided to Hivery with respect to the Sandbox Service as Hivery sees fit, entirely without obligation or restriction of any kind.

5. Disclaimer

- TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SANDBOX SERVICE IS PROVIDED “AS IS” AND HIVERY AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SANDBOX SERVICE, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY, RELIABILITY, USEFULNESS, FREEDOM FROM ERROR, FREEDOM FROM INTERRUPTED USE, OR THOSE ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE, OR TRADE. HIVERY MAY DISCONTINUE THE SANDBOX SERVICE AT ANY TIME.

6. Limitation of Liability

- IN NO EVENT SHALL HIVERY’S (OR ITS AFFILIATES OR ITS OR THEIR LICENSORS’ AND SUPPLIERS’) AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SANDBOX SERVICE, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED \$100.00. IN NO EVENT SHALL HIVERY (OR ITS AFFILIATES OR ITS OR THEIR LICENSORS AND SUPPLIERS) HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE SANDBOX SERVICE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

7. Indemnification

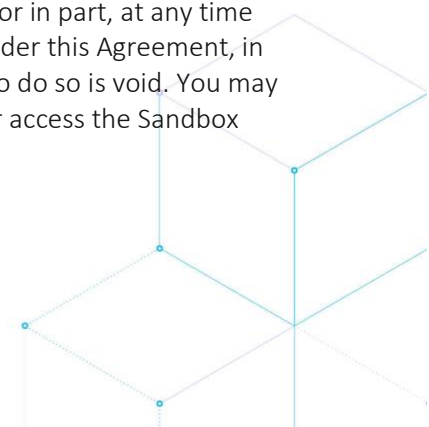
- You will defend, indemnify, and hold Hivery and its affiliates harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees and costs) arising out of or related to your breach of this Agreement.

8. Termination

- This Agreement will terminate upon the earlier of (a) the end of the Term or (b) termination by Hivery at Hivery’s sole discretion. Upon any termination or expiration of this Agreement: all licenses and rights granted to you hereunder shall terminate, and Hivery will no longer provide the Sandbox Service to you. In addition to any provisions that by their terms survive the termination or expiration of this Agreement, the following Sections shall survive any termination or expiration of this Agreement: Sections 2, 4, 5, 6, 7, and 12.

9. Assignment

- Hivery may assign or transfer its rights and obligations under Agreement, in whole or in part, at any time with notice to you. You may assign or transfer any of your rights and obligations under this Agreement, in whole or in part, without the prior written consent of Hivery. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use or access the Sandbox Service.



10. Notices

- Notices given under this Agreement shall be in writing and sent by email, or by first class mail, or equivalent. Hivery will submit notices to you at the email address or physical mailing address that you provided in the registration process. You shall direct notice to Hivery at the following addresses:
- Email: legal@hivery.com

Legal Department
Hivery North America, Inc.
Suite 6000
902 McClain Rd
Bentonville, AR 72712

11. Change to Terms

- Hivery may amend this Agreement at any time. Any such amendments shall be binding and effective upon the earlier of (i) the date that is ten (10) days after the posting of the amended Agreement or (ii) the date that Hivery provides notice to you of the amended Agreement. You may immediately terminate this Agreement upon written notice to Hivery if a change is unacceptable to you. Your continued use of the Sandbox Service following notice to you of a change shall constitute your acceptance of the change.

12. Miscellaneous

This Agreement constitutes the complete, final, and entire agreement between the parties, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter of this Agreement. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Delaware, excluding conflicts of law principles that would cause the law of another jurisdiction to be used to construe, interpret, or enforce this Agreement. Exclusive jurisdiction and venue for all disputes arising under this Agreement will be in the state and federal courts residing the State of Delaware. Each party expressly consents to the exercise of jurisdiction over it in the above venue of any court of competent jurisdiction and waive any rights it may have to have the action tried or determined in a different venue. Headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by such party.

