

Beamery Grow Subject Agreement

last updated 3 October, 2022

THIS AGREEMENT IS DIRECTLY BETWEEN YOU, AS AN INDIVIDUAL, AND US. It explains your rights with regard to your data and the processing thereof.

You agree that when you click “GET STARTED”, you are entering into a legally binding agreement (a "Subject Agreement") with Beamery Inc. and its affiliates, successors, and assigns ("Us" or some variation of) regarding the provision of its services (as each may be modified or enhanced from time to time, a "Product") to its Customers (each, which may include your employer, a "Customer") and directly to you an “Authorized User”, as provided below. The Subject Agreement is between Us and you, even if you are using the Products at the direction of your employer (our Customer). If you do not agree with any of the below terms or do not otherwise want to enter into this Subject Agreement, do not click the “GET STARTED” button. Note that from time to time we may modify this Subject Agreement and will provide you with notice of any material changes as provided below. If you object to any changes, you may terminate this Subject Agreement as described below at your sole discretion. Your continued use of our Product after we publish notice about our changes to these terms means that you are consenting to the updated terms and to the continued processing of your data.

Your User Account. When you first sign up for the Product, a user profile is created for you with data that you input or we collect. This user profile is your property and not that of your company (the Customer). By signing up for the Product you are expressly agreeing to us processing your data. Your user profile stays with you as an individual until you decide to terminate this agreement in accordance with the below. Should your employment with your current company terminate, your user profile will automatically go dormant until you are then onboarded with another customer, or as otherwise communicated by Us to you (for example: if we build a public user-facing product). You may notify us to delete your active or dormant user profile at any time. You also have the option to deactivate your account at any time by sending us an email at support@beamery.com. When you deactivate your account, your Data will not be accessible by any of our Customers (except to the extent that you have previously shared such Data with any Customer and/or such Data has been combined with similar Data from other individuals such that it cannot identify you) and you will not be able to receive contact from any of our Customers via the Product.

Data Protection. Any and all personal data you input into the Product is subject to our [Privacy Policy](#). With regards to this data, we act as a Processor for the duration of the Term of the underlying Customer agreement, thereafter, we act as the sole Data Controller of this data. We will continue to utilize this data for our own internal purposes (including development, artificial intelligence learning, benchmarking, and marketing,

and for creating analyses provided that such data cannot be identifiable to you and any individual) unless or until you specifically request otherwise. We may share this data with our affiliates. We will not sell your data to any third parties.

Term and Termination. The term of this Subject Agreement begins when you click "GET STARTED" and terminates as of the date that either you or us terminates it, which either of us may do at any time, for any reason (or for no reason), and with notice to the other party. Should you choose to terminate this Subject Agreement or remove your consent for our processing: (a) you will not be able to access our Products or the data that is contained therein and (b) we will commence the process of deleting the information you have entered into our system including your user profile (your "Account Data") from our production systems. Deleting this Account Data may take as many as 90 days. We will not be able to delete data to the extent that it has been shared with any of our Customers and may continue to use it following termination in a way that does not identify you.

Suspension. We may at any time suspend access to your account or remove your Account Data if we suspect you have violated the terms of this Subject Agreement or for any reason. If we suspend your account, we will attempt to contact you as provided below to explain our action. In such case, you may also contact us at support@beamery.com.

Use of Products. You represent that you are 18 years of age or older. When you use our Products, you: (a) will abide by all applicable laws, rules, and regulations; (b) will create only one account, not transfer or otherwise allow anyone to access to your account, and be responsible for all usage of the Products via your account (unless you close it or report unauthorized access); (c) will promptly report to Us any unauthorized access to your account or any other breach of security that you know or suspect; (d) will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from any Product; (e) will not resell, transfer, assign, or use as a service bureau any Product; (f) will not enter Account Data that is false, misleading, fraudulent, or that violates the rights of others; (g) will not upload viruses or malicious code or otherwise do anything that could disable, overburden, or impair our Products; (h) will not access or collect data from our Product using automated means, attempt to access data that you do not have permission to access, or use data for purposes other than those for which you have permission; and (i) will be responsible for your Account Data, including without limitation updating it, or providing us updated information so that your Account Data may be updated for you. You also acknowledge that our Customer has certain rights to view and use your Account Data in connection with their use of the Products. You agree that we can provide notices and messages to you either within a Product or contact information you have entered into your user profile.

Proprietary Rights. We reserve all title and ownership rights, including without limitation all intellectual property rights, in and to the Products. Your use of a Product does not give you any ownership of it or the information made available to you from

using it. Any trademarks or logos that are used in connection with the Products are the property of their respective owners.

Our Obligations. We will abide by all applicable laws, rules, and regulations. We have no right, title, or interest in or to your Account Data, except you agree that we may: (a) collect, use, and store the Account Data in connection with its provision of the Products and enforcement of our rights; (b) use the Account Data to improve the Products and/or any other services; and (c) compile de-identified statistics including your Account Data along with data of others for internal or marketing purposes, so long as these uses do not include any information that can identify you.

Warranty Disclaimer. TO THE EXTENT ALLOWED BY APPLICABLE LAWS, WE: (a) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NON-INFRINGEMENT); (b) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS; AND (C) PROVIDES THE SERVICE (INCLUDING ANY CONTENT ACCESSIBLE VIA THE SERVICES) ON AN “AS IS” BASIS. SOME LAWS DO NOT ALLOW US TO MAKE CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

Liability Exclusions and Limitations. TO THE EXTENT ALLOWED BY APPLICABLE LAWS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THIS SUBJECT AGREEMENT OR YOUR RELATIONSHIP WITH US. IN NO EVENT WILL OUR CUMULATIVE LIABILITY UNDER THIS SUBJECT AGREEMENT FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WILL EXCEED THE SUM OF \$500. SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

General. If you are located in the United States, the laws of the state of Delaware, will exclusively govern such claims under this Agreement, and each of us submits to the exclusive personal jurisdiction of the federal and state courts located in the state of Delaware. If you are located in the rest of the world, the laws of England and Wales, will exclusively govern such claims and each of us submit to the exclusive personal jurisdiction of the English courts in connection with any claim. Provided should such a claim arise regarding your personal data in EEA the laws of the Member State in which you are present will control. If any provision of this Subject Agreement is deemed unenforceable, then the remaining portion will remain in full force and effect. Any failure by either party to enforce any of the provisions of this Subject Agreement will not be considered a waiver. This Subject Agreement completely and exclusively states our agreement regarding its subject matter. We reserve all rights not expressly granted to you in this Subject Agreement.