

Beta Test Agreement

This Beta Test Agreement (this “**Beta Agreement**”) is entered into between Run The Jewels, Inc. (“**RTJ**”), and you (“**You**”). This Beta Tester Agreement governs your access to and use of certain software and related services (the “**Beta Services**”) offered by RTJ solely for testing and evaluation purposes. Further description and related details of the Beta Services may be provided to you at the time you access or engage with the Beta Services. By accessing or using the Beta Services, you agree to be bound by this Beta Agreement and accept all of its terms. If you do not accept all the terms of this Beta Agreement, then you may not use the Beta Services.

1. **Terms of Use.** You acknowledge and agree that your access and use of the Beta Services will be subject to the RTJ’s terms of use herein (“**ToU**”) and Privacy Policy (accessible at <https://runthejewels.com/policies/privacy-policy>) (“**Privacy Policy**”), both of which are incorporated herein by reference, and the Beta Services are part of the Services (as such term is defined in the ToU) for purposes of the ToU and Privacy Policy. In the event of a conflict between the terms of this Beta Agreement and any terms of the ToU, this Beta Agreement supersedes the ToU with respect to your access to and use of the Beta Services.

2. **Acknowledgment of Beta Services Limitations.** You acknowledge that: (a) the Beta Services have not been made commercially available by RTJ; (b) the Beta Services may not operate properly, be in final form or fully functional; (c) the Beta Services may contain errors, design flaws or other problems; (d) it may not be possible to make the Beta Services fully functional; (e) use of the Beta Services may result in unexpected results, corruption or loss of data, or other unpredictable damage or loss; and (f) RTJ has no obligation to release a commercial version of the Beta Services or otherwise introduce the Beta Services. You assume all risk arising from use of the Beta Services as further stated in this Beta Agreement.

3. **Obligations under Third Party Agreements.** If you have obligations to any third party, such as under the terms, conditions or policies of a telecommunication services provider that you use or through which you purchase data services (as a non-limiting example), you, and not RTJ, are solely responsible for your

compliance with those requirements. By providing you with access to the Beta Services, RTJ does not warrant or guarantee that how you may choose to use the Beta Services is allowed by any particular service provider, nor that your use complies with any laws or regulations that may apply to your use or purchase of any other services. RTJ is not liable for your failure to comply with any applicable local, state, national and foreign laws, treaties and regulations or any contracts, rules, policies or procedures applicable to your activities.

4. License.

4.1. License Grant. Subject to your compliance with the terms and conditions of this Beta Agreement, RTJ hereby grants to you a limited, nonexclusive, nontransferable, revocable license, during the Term of this Beta Agreement, to access and use the Beta Services solely for the purposes of testing and evaluation, and not for general production or commercial use.

4.2. Restrictions. You acknowledge that the Beta Services contain trade secrets of RTJ and its licensors, and, in order to protect such trade secrets and other interests that RTJ and its licensors may have in the Beta Services, you agree not to: (i) reverse engineer, decompile or disassemble the Beta Services or authorize a third party to do any of the foregoing, (ii) modify the Beta Services, (iii) distribute sell, sublicense or otherwise transfer the Beta Services, or (iv) copy the Beta Services, except as strictly necessary to use the Beta Services in accordance with the terms of Section 4.1.

5. Feedback. You agree to (a) test the Beta Services and cooperate with RTJ in evaluating the Beta Services, and (b) provide RTJ with feedback as reasonably requested from time to time. All feedback, comments, and suggestions for improvements that you provide to RTJ hereunder are referred to collectively as “**Feedback**”. You hereby grant RTJ a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

6. Ownership. As between the parties, RTJ is the sole owner of all rights, title and interest in and to the Beta Services, including all intellectual property rights therein. You will not acquire any rights or licenses in the Beta Services or RTJ's Confidential Information, except as expressly provided in Section 4.1 this Beta Agreement.

7. Confidentiality.

7.1. For purposes of this Beta Agreement, "**Confidential Information**" means the Beta Services and any information or materials disclosed by or on behalf of RTJ to you that (a) is marked "confidential" or "proprietary" or with a similar designation at the time of such disclosure, or (b) due to its nature or the circumstances of its disclosure, a person exercising reasonable business judgment would understand to be confidential or proprietary. You agree: (i) to maintain all Confidential Information in strict confidence; (ii) not to disclose Confidential Information to any third parties; and (iii) not to use any Confidential Information for any purpose except for the purpose of testing and evaluating the Beta Services in accordance with this Beta Agreement and the ToU.

7.2. The obligations and restrictions in Section 7.1 will not apply to any information or materials that: (a) were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by you; (b) were rightfully known by you prior to the disclosure of such information or materials from RTJ; (c) are rightfully acquired by you from a third party who has the right to disclose such information or materials without breach of any obligation of confidentiality or restricted use to RTJ; or (d) are independently developed by you without access to any Confidential Information.

7.3. Upon termination of this Beta Agreement, or earlier upon RTJ's request, you will promptly return to RTJ, or, at RTJ's option, destroy, all tangible items and embodiments containing or consisting of Confidential Information and all copies thereof. All Confidential Information remains the sole and exclusive property of RTJ.

7.4. You agree that any breach of this Beta Agreement by you may result in irreparable harm to RTJ, for which damages would be an inadequate remedy and therefore, in addition to its rights and remedies

otherwise available at law, RTJ shall be entitled to seek equitable relief, including injunction, in the event of such breach.

8. Termination. RTJ reserves the right to modify or terminate the Beta Services, this Beta Agreement, or your use of the Beta Services, or to limit or deny access to the Beta Services, at any time, in its sole discretion, for any reason, with or without notice and without liability to you. You may discontinue your use of the Beta Services at any time. Upon any termination, discontinuation or cancellation of the Beta Services, this Beta Agreement or your access, the following sections of this Beta Agreement will survive: 2, 3, 4.2, 5, 6, 7, 9, 10 and 11.

9. Warranty Disclaimers. YOU ACKNOWLEDGE THAT THE BETA SERVICES ARE BEING PROVIDED "AS IS." RTJ DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. RTJ MAKES NO WARRANTY THAT ANY OF THE BETA SERVICES WILL MEET YOUR REQUIREMENTS AND/OR THAT THE BETA SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE, NOR DOES RTJ MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE BETA SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE BETA SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY OF THE BETA SERVICES IS DONE AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM AND/OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

10. Limitation on Liability. IN NO EVENT WILL RTJ BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS BETA

AGREEMENT OR THE INSTALLATION OR USE OF OR INABILITY TO USE THE BETA SERVICES OR FOR ANY ERROR OR DEFECT IN THE BETA SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT RTJ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS BETA AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, RTJ'S LIABILITY HEREUNDER IS LIMITED TO \$50.00.

11. Miscellaneous. This Beta Agreement will be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to this Beta Agreement will be the state and federal courts located in New York County, New York, and each of the parties hereto waives any objection to jurisdiction and venue in such courts. This Beta Agreement, together with the ToU and Privacy Policy, constitutes the entire and exclusive understanding and agreement between RTJ and you with respect to its subject matter, and supersedes and replaces any and all prior oral or written understandings or agreements between RTJ and you with respect to its subject matter. If for any reason a court of competent jurisdiction finds any provision of this Beta Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Beta Agreement will remain in full force and effect. You may not assign or transfer this Beta Agreement, by operation of law or otherwise, without RTJ's prior written consent. Any attempt by you to assign or transfer this Beta Agreement, without such consent, will be null and of no effect. RTJ may freely assign or transfer this Beta Agreement without restriction. Subject to the foregoing, this Beta Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns. RTJ's failure to enforce any right or provision of this Beta Agreement will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of RTJ. Except as expressly

set forth in this Beta Agreement, the exercise by either party of any of its remedies under this Beta Agreement will be without prejudice to its other remedies under this Beta Agreement or otherwise.