

# FRONTLINE SUCCESS SYSTEM END USER TERMS

These Frontline Success System End User Terms (the “End User Terms”) are between Beekeeper (as defined below) and you. These End User Terms are effective as of the date you (i) click a button indicating your acceptance, or (ii) access or use the Services, whichever is earlier.

## Background

- (A) Beekeeper develops and commercializes the Frontline Success System - a Software as a Service communication system that can be accessed through a mobile app or a web browser, and makes it available to business subscribers on a subscription basis.
- (B) Customer has subscribed to, and desires to provide you access to, Beekeeper’s Frontline Success System.
- (C) These End User Terms govern your use of Beekeeper’s Frontline Success System. Your continued access to the Frontline Success System during Customer’s subscription term depends upon your compliance with these End User Terms.

By (i) clicking the “Agree” button; (ii) downloading the Frontline Success System Mobile Application; or (iii) accessing the Frontline Success System through the Internet or its Mobile Application, you acknowledge that you agree to these End User Terms. If you do not agree to these End User Terms, remove the mobile application and do not use the Frontline Success System. Any capitalized terms not defined within these End User Terms can be found in clause 1 (Definitions).

## Agreed Terms

**1. Definitions.** Capitalized terms not otherwise defined in these End User Terms or Beekeeper’s standard Frontline Success System Subscription Agreement which can be found at [beekeeper.io/legal](https://beekeeper.io/legal) shall have the meaning set out below:

**Customer:** the entity which entered into a Subscription Agreement with Beekeeper and any of its Associated Companies that have Authorized Users to use the Frontline Success System under that entity’s subscription.

**Customer’s Group:** any or all organization composed of the Customer and any of the Customer’s Associated Companies that have been granted access to the Frontline Success System and the Services by the Customer.

**Engagement Terms:** the employment or contractual terms between you and Your Organization governing your professional working relationship with Your Organization.

**Fairplay Rules:** means the rules of behavior, or code of conduct, as published by Customer in the Frontline Success System.

**Frontline Success System:** means Beekeeper owned, licensed, or otherwise authorized to use internal communications software applications, including as described in the Subscription Agreement, provided by Beekeeper to Customer’s Group and Authorized Users solely for use as part of the Services.

**Sensitive Personal Information:** depending of the jurisdiction, any data that reveals a person’s race or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and personal

data concerning a person's health and sex life as well as Social Security numbers, government-issued IDs or financial situation of an individual.

**Subscription Agreement:** any or all agreements separately entered into by Customer relating to the Frontline Success System, by agreeing to Beekeeper's standard terms or by having entered into a written agreement with Beekeeper, Beekeeper's affiliate(s) or distribution partners.

**Your Data:** the data and information you provide to Beekeeper and/or inputted by you into the Frontline Success System.

**Your Organization:** the entity which employs you, or engages you as a consultant, contractor or agent and has subscribed to our Services, which may be the same as the Customer or an entity of the Customer's Group in the Subscription Agreement.

**Your Organization's Data:** all data relating to and owned by the Customer's Group as governed by the terms of your engagement with Your Organization and including all information or data exchanged by Customer's Group with its Authorized End Users or between Users through the Services.

**2. License Grant.** Subject to these End User Terms, Beekeeper grants you a limited, non-exclusive, and non-transferable license to download, install, and use the Frontline Success System, on a mobile device or through an Internet browser, solely for the purpose of collaborating with your colleagues and the Customer's Group and not for personal, family, or household purposes.

### 3. Your Responsibilities

3.1 Your Representations and Warranties. You represent and warrant that you:

3.1.1 will only use the Services for internal business purposes and in accordance with these End User Terms, and as authorized by Your Organization;

3.1.2 will provide all necessary cooperation and information as may be reasonably required by us (directly to Beekeeper or through Your Organization) in order to provide the Services;

3.1.3 will use the Services in accordance with all applicable laws and regulations with respect to your use of the Services, including, but not limited to export control and sanctions laws of the European Union, United States, Switzerland, and the United Kingdom ;

3.1.4 will use all reasonable efforts to prevent any unauthorized access, or use of the Services and promptly notify Your Organization and Beekeeper in case of any unauthorized access or use. You acknowledge that Authorized User subscriptions are for Authorized Users as identified by the Customer and cannot be shared or used by more than one user;

3.1.5 will not include any Inappropriate Content, Viruses, or any other unlawful or criminal material, or information that breaches any Intellectual Property Rights ;

3.1.6 will not include Sensitive Personal Information unless expressly authorized by the Customer and any other personal data which you do not want or are allowed to be made publicly available within the Customer's Group and other Authorized Users. Beekeeper will not be liable for the use and publishing of such data on the Frontline Success System;

3.1.7 will be solely responsible for the accuracy, completeness, design, appropriateness, creation, maintenance, and updating of Your Data. Beekeeper will not be liable for errors or inaccuracies in any of Your Data, as Beekeeper does not monitor, moderate, nor check Your Data;

3.1.8 will obtain all necessary licenses and consents required to use Your Data, including from owners or licensees of any third-party information, as part of the Services; and

3.1.9 you are of the legal working age in the jurisdiction where you are employed, and in any case at least 13 years of age.

3.2 Usage Rules. When using the Services you will at all times:

3.2.1 maintain a secure password, change it frequently, and keep it confidential;

3.2.2 treat and communicate with all other Authorized Users in a respectful and professional manner at all times;

3.2.3 make reasonable efforts to prevent unauthorized access or use of the Services; and

3.2.4 promptly notify Beekeeper in case of any unauthorized access or use, or if you become aware of or reasonably suspect any illegal or unauthorized activity or security breach involving your account or the Frontline Success System, including any loss, theft, or unauthorized disclosure or use of a username, password, or account.

3.3 Usage Restrictions. You will not:

3.3.1 access, store, distribute or transmit any Viruses, any Inappropriate Content or anything that poses a threat to the security or stability of the Frontline Success System;

3.3.2 access the Services with the intent to create or develop a product or service that competes with the Services, either in whole or in part;

3.3.3 allow others to use your Authorized User access to access the Services;

3.3.4 use any bot, spider, or other automated means to access the Service to scrape, index, or otherwise copy content from the Service.

3.3.5 send altered, deceptive or false source-identifying information, including spoofing or phishing;

3.3.6 reverse engineer, decompile, disassemble, modify, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise exploit the Services, or otherwise make the Services available to any third party;

3.3.7 interfere with or disrupt the integrity or performance of the Services or third-party data contained therein;

3.3.8 attempt to gain unauthorized access to the Services or their related systems or networks;

3.3.9 attempt to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Services;

3.3.10 use the Services in any manner that may harm others or is unlawful;

3.3.11 use the Services in any manner that interacts with or targets people under the age of 13;

3.3.12 use the Services for consumer purposes, as the Frontline Success System is only intended for use by businesses and organizations; or

3.3.13 at any time in connection with your use of the Services disclose any information concerning other Users that is not already contained in the public domain, except to the extent permitted by such other Users and to the extent that it is not Inappropriate Content.

#### **4. Your Data**

4.1 Data Ownership and Responsibility. When you input Your Data into the Frontline Success System, you or Customer's Group retains the rights to Your Data and the responsibility for the legality, appropriateness, completeness, reliability, integrity, accuracy and quality of such data.

4.2 Necessary Consents. By inputting Your Data, you hereby provide Beekeeper with all necessary consent to process Your Data for the purpose of providing the Services, including Beekeeper's right to de-personalize or anonymize Your Data if necessary.

4.3 Data Control. When you submit content or information into the Services, you acknowledge and agree that (i) Beekeeper shall treat Your Data as owned by the Customer; (ii) the Customer shall have control over Your Data; and (iii) Beekeeper shall process Your Data in accordance with the instructions of the Customer.

4.4 License to Beekeeper. To provide you and Customer's Group with the Services, you grant Beekeeper a non-exclusive, worldwide, irrevocable, sub-licensable to Subprocessors license to host, copy, process, transmit and display Your Data. Beekeeper may also incorporate Your Data with: (i) Customer Data; or (ii) Beekeeper Data in a de-personalized or anonymized form; as necessary to provide the Services in accordance with these End User Terms and the Subscription Agreement. This license is valid until sixty (60) days after the expiration of the Subscription Agreement (or such time period as defined in the Subscription Agreement), except for any of Your Data incorporated into Beekeeper Data for which the license grant shall be perpetual.

4.5 Modifications of Your Data. Unless required by applicable law, Beekeeper is not obliged to edit or modify Your Data. Beekeeper is not responsible for the accuracy, completeness, appropriateness, safety, or legality of Your Data or any other information or content accessed through the Services.

4.6 Responsibility. You acknowledge that any communication with other Users while using the Services is your or Your Organization's sole and exclusive responsibility. Beekeeper will not be held responsible or liable for any copyright infringement or violation, or the violation of any other person's rights or the violation of any laws arising from or relating to Your Data.

4.7 Security. Beekeeper will maintain administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Your Data as described in our Privacy Policy. However, Beekeeper does not guarantee that Your Data will be free from loss, theft, misuse, unauthorized access, disclosure, alteration, or destruction. You are solely responsible for protecting your passwords, limiting access to your computers and devices, and signing out of the Services when you are not using them.

4.8 Third Party Applications and Third Party Features. If Third Party Applications or Third Party Features for use with Services are installed or enabled, you acknowledge that those Third Party Applications and Third-Party Features may access Your Data as required for the interoperation with the Services. Any access and use of Your Data by such Third Party Applications or Third Party Features will be subject to the privacy policies of such providers.

#### **5. No Warranty as to Service**

5.1 No Warranty. THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OR SUPPORT. BEEKEEPER MAKES NO REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE OR USE, SATISFACTORY QUALITY AND NON-INFRINGEMENT.

5.2 Warranty Exclusions. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BEEKEEPER EXCLUDES ALL WARRANTIES.

**6. Privacy Policy.** By using the Services, you acknowledge, accept, and agree with all provisions of Beekeeper's Privacy Policy available at [beekeeper.io/legal](https://beekeeper.io/legal). You also acknowledge and accept any privacy policy provided to you by any Third Party Applications and Third Party Features for use with the Services.

## 7. Beekeeper Intellectual Property Ownership

7.1 Intellectual Property Ownership. You acknowledge and agree that Beekeeper or Beekeeper's licensors own all Intellectual Property Rights in the Services, related software and applications, and Beekeeper Data. These End User Terms do not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (registered or unregistered), or any other rights or licenses in respect of Beekeeper's software or Services, except as expressly stated herein.

7.2 Feedback. From time to time, Beekeeper may solicit Feedback from you about the Services. All Feedback received will be Beekeeper Data. Feedback is provided "AS IS" without warranty of any kind and you hereby disclaim all warranties with respect to the Feedback, including, without limitation, all implied warranties of non-infringement, merchantability, and fitness for any particular purpose.

## 8. Access and Deletion

8.1 Access Grant. Your access is provided at the pleasure of Your Organization (and Beekeeper).

8.2 Access Removal by Your Organization. Your Organization may revoke your access at any time and at their sole discretion.

8.3 Access Removal by Beekeeper. In the event of (i) any reasonably suspected breach of these End User Terms, including but not limited to clause 3 (Your Responsibilities); or (ii) the termination of your Authorized User access by Your Organization, Beekeeper reserves the right to disable your access to the Services without incurring any liability.

8.4 Data Removal by Beekeeper. Beekeeper may, in Beekeeper's sole discretion, and upon Beekeeper's reasonable belief remove any of Your Data that:

8.4.1 (i) contains a Virus; (ii) poses a threat to the security or stability of the Frontline Success System; (iii) is Inappropriate Content; or (iv) is in breach of the End User Terms; and,

8.4.2 remove your access if your account has been associated with any of the occurrences described in subclause 8.4.1.

8.5 Data Removal by Your Organization. Your Organization reserves the right to remove or instruct Beekeeper to remove any of Your Data at its sole discretion for any reason, including but not limited to in case of circumstances in which Your Organization reasonably believes breaches any laws or regulations, any third party's rights, any Fairplay Rules, or these End User Terms and/or is deemed Inappropriate Content.

## 9. Liability

9.1 Liability Disclaimer. Beekeeper will not be held liable for any claims, losses, damages, or costs arising from (i) your breach of these End User Terms; or (ii) your acts or omissions arising from your use of the Services; or (iii) your breach or violation of any applicable law or rights of any third party.

9.2 Beekeeper's Limitation of Liability. IN NO EVENT WILL BEEKEEPER HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BEEKEEPER'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THESE END USER TERMS IS FIFTY DOLLARS (\$50) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

## 10. Term and Termination

10.1 Expiration. These End User Terms are binding on you until your User subscription granted in accordance with the Subscription Agreement has expired or been terminated, unless earlier your access is revoked by Your Organization or Beekeeper, due to amongst others if you are in breach of these End User Terms, breach of any Fairplay Rules or termination of your Engagement Terms.

10.2 Termination. On termination of these End User Terms for any reason:

10.2.1 all rights of use granted to you under these End User Terms shall immediately terminate, and you shall cease the use of the Services; and

10.2.2 Beekeeper may destroy or otherwise dispose of any of Your Data in Beekeeper's possession, except where Beekeeper is required by law to retain a copy of Your Data in accordance with applicable laws.

10.3 Survival. In addition to those provisions which by their nature are intended to survive any termination of this End User Terms, clauses 4.3 (Data Control), 4.4 (License to Beekeeper), 4.5 (Modifications of Your Data), 4.6 (Responsibility), 4.8 (Third Party Application and Third Party Features), 7.1 (Intellectual Property Ownership), 8.4 (Data Removal by Beekeeper), 8.5 (Data Removal by Your Organization), 9 (Liability), 13 (Interpretation), and 15 (Applicable Law and Jurisdiction) of these End User Terms shall survive such termination or expiration of these End User Terms.

**11. Updates.** Update to the Frontline Success System. Beekeeper may from time to time in its sole discretion develop and provide updates to the Frontline Success System, 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 Beekeeper has no obligation to you 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: (i) the Frontline Success System mobile application will automatically download and install all available Updates; or (ii) you may receive notice of or be prompted to download and install available Updates.

## 12. General

12.1 Contracting Party. If (i) the Customer's principal office is in North America, Beekeeper shall mean "Beekeeper USA, Inc."; (ii) the Customer's principal office is in Germany, Beekeeper shall mean "Beekeeper GmbH"; (iii) if neither (i) nor (ii) apply, Beekeeper shall mean "Beekeeper AG"; or (iv) if a Beekeeper entity is identified on the Fairplay Rules and is contrary to (i)-(iii) herein, the Fairplay Rules shall control on this issue only.

12.2 Customer's Rights. If Your Organization and Customer are two different legal entities, the rights and obligations provided to Your Organization under these End User Terms are also available to the Customer, unless expressly provided to the contrary in these End User Terms.

12.3 No Partnership or Agency. These End User Terms do not establish a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between you and Beekeeper.

12.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to these End User Terms.

12.5 No Waiver. No failure or delay by either party in exercising any right under these End User Terms shall constitute a waiver of that right.

12.6 Invalid Provision. If any provision of these End User Terms is deemed contrary to law by a court of competent jurisdiction, the provision shall be modified by the court to best achieve the objectives of the original provision within the limits permitted by law. The remaining provisions of these End User Terms shall remain in effect.

12.7 Assignment. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without Beekeeper's prior written consent. Beekeeper may transfer its rights and obligations under these End User Terms without affecting your rights or Beekeeper's obligations under these End User Terms. Subject to the foregoing, these End User Terms shall bind and benefit the parties, their respective successors, and permitted assigns.

### **13. Interpretation**

13.1 Interpretation. For purposes of these End User Terms, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation" unless otherwise expressly indicated in a given instance, (ii) the word "or" is not exclusive, and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these End User Terms as a whole. The definitions given for any defined terms in these End User Terms shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Unless the context otherwise requires, references herein to clauses mean the sections of these End User Terms, reference to an agreement, instrument, or other document means such agreement, instrument, or other documents as amended, supplemented, or modified from time to time to the extent permitted by the provisions thereof, and reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The division of these End User Terms into sections, subsections, and paragraphs and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of these End User Terms. Unless otherwise indicated, references to sections, subsections, and paragraphs are to provisions of these End User Terms. These End User Terms shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

13.2 English Language Prevails. Should there be any inconsistency or conflict between the English version and any non-English translation of these End User Terms, the English version shall prevail.

### **14. Modifications of these End User Terms**

14.1 Modifications. Beekeeper reserves the right to modify the End User Terms at any time and will update these End User Terms posted at [beekeeper.io/legal](https://beekeeper.io/legal) in the event of any such modification.

14.2 Effectiveness. The modifications to the End User Terms will become effective as follows:

14.2.1 Modifications required by a change in applicable law will become effective immediately upon Beekeeper sending you notice, including through the Services.

14.2.2 Modifications will become effective when you continue to use the Services following a modification of the End User Terms.

14.3 Limited Application of Modification. Modifications will not apply to obligations and liabilities incurred prior to the modification's effective date.

## 15. **Applicable law and Jurisdiction**

15.1 For North American Customers. If Customer's principal office is in North America, these End User Terms will be exclusively governed by and construed with the laws of the State of New York, without giving effect to the principles of conflict of law; any legal action or proceeding arising under these End User Terms will be brought exclusively in the state or federal courts located within the geographic boundary of the Northern District of New York, the parties hereby consent to personal jurisdiction and venue therein.

15.2 For Swiss and Rest of the World Customers. Unless the Customer's principal office is in North America, these End User Terms will be exclusively governed by and construed with Swiss law excluding the conflict of law rules; the Commercial Court of the Canton of Zurich shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these End User Terms, including its conclusion, and the Parties agree and submit to the personal and exclusive jurisdiction and venue of this court, unless mandatory law would prohibit such exclusive jurisdiction, in which case the parties agree that the ordinary courts of Zurich shall have exclusive jurisdiction.

15.3 Class Action Waiver. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR BEEKEEPER WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY (the "Class Action Waiver"). You may opt out of the Class Action Waiver by emailing your full name, city of residence, and the name of Your Organization and the Customer (if known) to legal@beekeeper.io within thirty (30) days of the earlier of: (i) first accepting these End User Terms; or (ii) accessing or using the Services.

15.4 Exclusions. The Parties expressly agree that the laws through international treaties including the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to these End User Terms.

15.5 Equitable Relief. Notwithstanding anything to the contrary in the foregoing, either party may bring a claim for equitable relief, or provisional or conservatory measures in any court with proper jurisdiction.