

SKYLUM BETA TEST PROGRAM TERMS AND CONDITIONS

These Skylum Beta Test Program Terms and Conditions ("Terms") constitute a binding legal agreement that governs your participation in Skylum Beta Test Program.

These Terms supplement the End-User License Agreement available at <https://skylum.com/legal-eula> ("EULA"), the Terms of Use available at <https://skylum.com/terms-of-use> ("ToU"), and the Privacy and Cookies Policy available at <https://skylum.com/legal> ("Privacy Policy").

By entering into Skylum Beta Test Program, you confirm that you have read, understood and accepted all of the following: (i) these Terms, (ii) EULA, (iii) ToU, and (iv) Privacy Policy (collectively, the "Policies").

In case of any discrepancies between the Policies, these Terms shall prevail.

1. Skylum Discretion. Your participation in Skylum Beta Test Program is at Skylum sole and ultimate discretion. Skylum may reject any candidacy for participation and may limit or cease your participation in Skylum Beta Test Program at any time, with or without explaining the reasons. Skylum may limit the term of the beta test of any Product (as defined below), as well as terminate the beta test at any time in its sole discretion, which may result in you losing access to the relevant Product.

2. License to Products. Subject to your compliance with the Policies, Skylum grants to you, a limited, personal, revocable, non-exclusive, non-sublicensable, non-transferable, free of charge license to use certain testing (beta) versions of Skylum software or other products ("Products"), as well as any accompanying materials and information, solely for the purpose of your participation in Skylum Beta Test Program and not for any other type of use.

For the avoidance of doubt, you shall not, whether by act or omission, directly or indirectly, transfer, loan, sell, lease, or otherwise make available to others, the Products, any of its documentation, Confidential Information (as defined below), or other information or materials supplied to you by Skylum in connection with this Agreement. Furthermore, you shall not have any right, directly or indirectly, to reproduce or create derivative works of the Products, any of its documentation, Confidential Information, or other materials supplied to you by Skylum in connection with your participation in Skylum Beta Test Program.

Nothing in these Terms grants or confers, or shall be construed to grant or confer, any rights in the Products, any of its documentation, Confidential Information, or other information or materials supplied to you by Skylum, expressly or by implication, except the express limited rights set forth herein.

3. Feedback. As a beta tester, you shall regularly provide to Skylum your honest feedback regarding your experience and opinions about the Products that you tested, as well as answer any Skylum's follow-up questions and inquiries.

4. Rules. Skylum may introduce any rules of conduct in the Skylum Beta Test Program community or in some parts of it (such as, for example, a Discord server or a social media group), as well as change the rules from time to time. You agree to abide by such rules at all times.

5. Your Materials. As between you and Skylum, all materials you share with us, such as your opinions, comments, feedback, photos and images, as well as any other works of art, are your ownership, unless they have originated from Skylum or we mutually agree otherwise. You give us a limited, non-exclusive, non-transferable, sublicensable to our affiliated companies, non-revocable, free of charge license to use Your Materials to improve our Products and other products, including training our AI models, and to showcase your opinions, comments and feedback in marketing and PR materials. Subject to a separate consent, this license will also extend to using your photos and images, as well as any other works of art that you may have shared with Skylum, for marketing and PR purposes, including on our website, social media, newsletters, in advertising and including through our marketing and PR partners. Subject to a separate consent, you give us the same type of license to use your name, image, background information, and/or audio or video recordings of you for the same marketing purposes.

6. Our Materials. As between you and Skylum, all materials we share with you, such as example photos and images, educational products, as well as any other copyrights, and our logos and trademarks (“Our Materials”) are the ownership of Skylum.

7. Confidentiality. You agree that any information Skylum shares with you that expressly or implicitly connected to Skylum Beta Test Program, or that are otherwise not publicly available, including Our Materials and the Products, is confidential (“Confidential Information”). Except as expressly authorized in writing by Skylum, you (i) will not use or permit the use of Confidential Information in any manner or for any purpose not expressly set forth in these Terms; (ii) will not disclose or make available to others, either by act or omission, any Confidential Information; and (iii) will protect the Confidential Information with at least the same security standards as your own confidential information, but in any case not less than reasonable standards of protection. You will immediately report to Skylum any potential or actual leaks of Confidential Information. You agree that Skylum's right to recover damages shall not preclude Skylum from seeking or obtaining any other remedies or relief to which it may be entitled under these Terms or at law or in equity, including, but not limited to, injunctive relief, specific performance, or other equitable relief.

8. Warranty Disclaimer. The Products are provided "as-is." Skylum disclaims all warranties, express or implied, including any warranty of merchantability, fitness for a particular purpose or noninfringement and any warranties arising out of course of dealing or usage in trade.

9. Acknowledgment of Beta Products. You acknowledge and agree that: (a) the Products are not official products and have not been commercially released for sale by Skylum; (b) the Products may not operate properly, be in final form or fully functional; (c) the Products may contain errors, design flaws or other problems; (d) it may not be possible to make the Products fully functional; (e) the information obtained using the Products may not be accurate and may not accurately correspond to information extracted from any database or other source; (f) use of the Products may result in unexpected results, loss of data or communications, project delays or other unpredictable damage or loss; (g) Skylum is under no obligation to release a public or any other version of the Products; and (h) Skylum has the right unilaterally to abandon development of the Products, at any time and without any obligation or liability to you. You acknowledge and agree that it should not rely on the Products for any reason. You are solely responsible for maintaining and protecting all data and information that is retrieved, extracted, transformed, loaded, stored or otherwise processed by the Products. You will be responsible for all costs and expenses required to backup and restore any data and information that is lost or corrupted as a result of your use of the Products.

Testing, functions, features, services, content, and various data performed or provided in connection with Skylum Beta Test Program are still in development and they may differ from the commercial version of the Products or from any subsequent version of the Products. Company makes no promises or assurances regarding features, functions, services, content, or data in any subsequently released versions of the Products.

10. Limitation of Liability. To the maximum extent permitted by law, Skylum will not be liable for any damages of any kind (including without limitation indirect, special, incidental or consequential damages, lost profits, lost data, loss of business, or anticipatory profits, regardless of the foreseeability of those damages) caused or alleged to be caused, directly or indirectly, by your use of the Products or their documentation, or any other information, materials, or services provided to you in connection with Skylum Beta Test Program, and you will indemnify and hold company harmless from same. This limitation of liability applies regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action, notwithstanding the failure of the essential purpose of any remedy.

11. Termination. Both you and Skylum may terminate your participation in Skylum Beta Test Program upon written notice to each other at any time. Within one day since the termination, you will permanently delete all copies of the Products, all accompanying documentation, Confidential Information, Our Materials, and any other materials provided by Skylum, as well as all copies thereof, and certify in writing that it has been permanently deleted.

12. General. You may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under these terms without Skylum's prior written consent, and any attempted assignment without such consent will be null and of no effect. The Policies constitute the entire agreement between you and Skylum and supersede any and all prior agreements, communications and understandings with respect to Skylum Beta Test Program and shall be

construed in accordance with the law of England and Wales. Any legal action or proceeding arising under this Agreement will be brought exclusively before the courts of London, England, and you and Skylum hereby irrevocably consent to the personal jurisdiction and venue therein. If any provision of the Policies is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Policies will remain in full force and effect. The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default. All notices required or permitted under these Terms will be in writing and delivered via email that you or Skylum usually uses for communication.