

NEX Team Inc. Beta Agreement

This Beta Agreement (the “**Agreement**”) is entered into by you and NEX Team Inc. (“**NEX**”, “**we**” or “**us**”), and describes the terms and conditions regarding (i) your use of our beta mobile application (the “**Beta**”), solely for personal, beta testing purposes, and (ii) your participation in our usability tests, brainstorming sessions and other similar activities (“**Usability Tests**”).

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE BETA, IN CONSIDERATION OF THE OPPORTUNITY TO USE, TEST OR OTHERWISE PREVIEW THE BETA OR RELATED MATERIALS WE PROVIDE (“**MATERIALS**”) YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE BETA, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING NEX’S PRIVACY POLICY. IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE BETA. YOUR USE OF THE BETA, AND NEX’S PROVISION OF THE BETA TO YOU, CONSTITUTES AN AGREEMENT BY NEX AND BY YOU TO BE BOUND BY THIS AGREEMENT.

1. **Eligibility.** You must be at least 13 years old to use the Beta. By agreeing to this Agreement, you represent and warrant to us that: (i) you are either (a) at least 13 years old and you have been authorized to use the Beta by your parent or legal guardian who is at least 18 years old, or (b) at least 18 years old; (ii) you have not previously been suspended or removed from the Beta; and (iii) your registration and your use of the Beta is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting this Agreement on your behalf represents and warrants that they have authority to bind you to this Agreement and you agree to be bound by this Agreement.

2. **Beta Testing.** If we enable you to access the Beta, then, subject to your compliance with this Agreement, you may access and use the Beta solely for the personal, non-commercial purpose of beta testing and providing feedback during the Testing Period (defined in Section 10). You may not share your access to the Beta with any other person. You may not misuse, abuse, or circumvent any security features of the Beta, or attempt to do any of the foregoing.

3. **Limited License.** Subject to your complete and ongoing compliance with this Agreement, during the Testing Period, NEX grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (i) install and use one object code copy of any mobile application associated with the Beta obtained from a legitimate marketplace on a mobile device that you own or control; and (ii) access and use the Beta.

4. **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (i) reproduce, distribute, publicly display, or publicly perform the Beta; (ii) make modifications to the Beta; or (iii) interfere with or

circumvent any feature of the Beta, including any security or access control mechanism. If you are prohibited under applicable law from using the Beta, you may not use it.

5. **User Content.** As between you and us, you retain all right, title and interest in the data and information you upload to or create on the Beta, including videos and other materials, their associated meta-data, text, comments, and any other content or information (the “**User Content**”). You grant to us a perpetual, nonexclusive, worldwide, royalty free, fully paid up, transferable right and license to utilize your User Content in any manner for any purpose in connection with the provision, development, support, and promotion of the Beta or any other product or service we develop. You may not upload to or create on the Beta any User Content that you do not own or control all applicable rights to, and you acknowledge that all User Content is your own original work.

6. **Intellectual Property.** As between you and us, we retain all right, title and interest in and to the Beta and Materials, including its visual interfaces, graphical design, computer code, and all other elements, and any intellectual property rights therein. You retain all your rights in and to your User Content.

7. **Feedback.** In exchange for permitting you to access, use or otherwise preview the Beta and/or Materials in advance of its public release, you agree to (i) perform certain tasks or test features of the Beta we may request and (ii) respond to surveys, questionnaires and other inquiries we may make from time to time, including requests for written feedback at the conclusion of the Testing Period or interviews in connection with Usability Tests. At our request, or on your own initiative, you (a) shall provide us with information and feedback regarding the features and performance of the Beta, and information regarding any and all errors, or failures in the Beta, and (b) may provide ideas or suggestions for enhancements and improvements to the Beta (collectively, the “**Feedback**”). You acknowledge that we may use and implement such feedback for any purpose without limitation. Feedback shall be considered our Confidential Information.

8. **Communications; Usability Testing.** While you (i) use the Beta or communicate with us in connection with this Agreement, whether by telephone, video call, email, online chat or any other medium, or (ii) participate in Usability Tests, we or our designee may film or photograph you, or record your voice, actions, or sessions on the Beta, and we may monitor and log your use of the Beta. All such film, photography, recordings, and logs are our exclusive property, and we may use any such materials without restriction. You hereby expressly waive any and all so-called “moral rights” or any rights to privacy or publicity, whether granted by statute or common law, that you may have in connection with such materials or your appearance, and you hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted under this Section 8.

9. **Confidential Information.** “**Confidential Information**” means any non-public information that we disclose to you or that you obtain in connection with the activities contemplated by this Agreement that relates to (i) the Beta, Materials or Usability Tests (including Feedback and any information regarding the actual or contemplated features, functionality, design or performance of the Beta) or (ii) our other present or future products, plans, prices, or customers, but excluding information that you can show is or becomes public

without breach of this Agreement. Notwithstanding the foregoing, we may ask you to participate in interviews or conversations with third parties, including investors, about the Beta, and we acknowledge that the confidentiality obligations described in this Section 9 do not apply to such activities undertaken at our request. You shall protect the confidential and proprietary nature of the Confidential Information, and you shall not (a) use Confidential Information for any purpose other than for the performance of this Agreement, or (b) disclose Confidential Information to any third party. Notwithstanding anything to the contrary herein, the Beta and its functionality are solely the Confidential Information of NEX.

10. **Term and Termination.** This Agreement commences on the date you download the Beta and continues for a period of 6 months (the “**Testing Period**”), unless earlier terminated pursuant to this Section 10. We may terminate this Agreement and all permissions or rights granted to you hereunder immediately at any time for any reason upon notice to you. Sections 4 through 15 survive any termination or expiration of this Agreement.

11. **Disclaimer.** You understand and agree that (i) the Beta is pre-release and beta, and provided without any warranties, (ii) we only provide the Beta and do not engage in or take part in any interactions or communication between you and any third party (including other users of the Beta), and (iii) we are under no obligation to provide any technical or other support to you in connection with the Beta or this Agreement. THE BETA AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE BETA ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. NEX DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE BETA AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE BETA, INCLUDING: (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (ii) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. NEX DOES NOT WARRANT THAT THE BETA OR ANY PORTION OF THE BETA, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE BETA, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND NEX DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. HOWEVER, NEX DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT NEX IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

12. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEX BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE BETA OR ANY MATERIALS OR CONTENT ON THE BETA, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY NEX ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE NEX ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE BETA OR OTHERWISE UNDER THIS

AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 12 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. **Miscellaneous.** This Agreement constitutes the entire agreement between you and us with respect to beta use of the Beta and participation in Usability Tests. Any amendment or modification must be in writing and duly executed by both of us. In the event that any portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the rest of the Agreement will remain in full force and effect. Waiver of any breach or provision of this Agreement will not be construed as a waiver of any other breach or provision. This Agreement is personal to you, you shall not assign this Agreement or any of its rights or obligations under this Agreement without our prior written consent, and any such attempted assignment will be void and of no effect. We may assign this Agreement and all of its rights and obligations hereunder without limitation. This Agreement will bind the parties' respective heirs, successors, and permitted assigns. This Agreement is governed by California law (excluding its choice of law rules), and the federal and state courts located in Santa Clara County, California have exclusive jurisdiction over all actions arising hereunder.

14. **Privacy Policy.** Please read the NEX Privacy Policy [[link](#)] carefully for information relating to our collection, use, storage, and disclosure of your personal information. The NEX Privacy Policy is incorporated by this reference into, and made a part of, this Agreement.

15. **Contact Information.** The Beta is offered by NEX Team, Inc. located at c/o WeWork, 75 E. Santa Clara St Floor 6, San Jose, CA 95113. You may contact us by sending correspondence to that address or by emailing us at support@homecourt.ai.

16. **Notice Regarding Apple.** This Section 16 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that this Agreement is between you and NEX only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Beta or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Beta. If the Beta fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Beta. Apple is not responsible for addressing any claims by you or any third party relating to the Beta or your possession and/or use of the Beta, including: (a) product liability claims; (b) any claim that the Beta fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation.

Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Beta and/or your possession and use of the Beta infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Beta. Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary of this Agreement. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.