

HYPE LABS TERMS OF SERVICE

Last Updated: 07/12/2015

THESE TERMS OF SERVICE ("AGREEMENT") GOVERN YOUR ACQUISITION AND USE OF HYPE LABS' SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY CLICKING A CHECK BOX OR BUTTON (THE "EFFECTIVE DATE"), OR BY ACCESSING THE HYPE LABS SERVICES. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO ITS TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE HYPE LABS SERVICES.

ARTICLE I.

Hype Labs Services if you are a person barred from receiving the Hype Labs Services under the laws of the United States or other countries, including the country in which you are resident or from which you use the Hype Labs Services. You affirm that you are over the age of 13, as the Hype Labs Services may not be used by children under 13.

1.4 You agree your use or future purchases of Hype Labs Services are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by Hype Labs or any of its affiliates regarding future functionality or features.

2. Your Account and Use of the Hype Labs

2.1 You must provide accurate and complete registration information any time you register to use the Hype Labs Services. You are responsible for the security of your passwords and for any use of your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify Hype Labs immediately.

2.2 Your use of the Hype Labs Services must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software.

2.3 You agree not to (a) access (or attempt to access) the administrative interface of the Hype Labs Services by any means other than through the interface that is provided by Hype Labs in connection with the Hype Labs Services, unless you have been specifically allowed to do so in a separate agreement with Hype Labs, or (b) engage in any activity that interferes with or disrupts the Hype Labs Services (or the servers and networks which are connected to the Service).

2.4 You may use the Hype Labs Services only to develop and run applications on top of the Hype Labs infrastructure. You may not access the Hype Labs Services for the purpose of bringing an intellectual property infringement claim against Hype Labs or for the purpose of creating a product or service competitive with the Hype Labs Services.

3. Service Policies and Privacy

3.1 You agree to comply with the Hype Labs Acceptable Use Policy available at acceptable use policy (the "Acceptable Use Policy") which is incorporated herein by this reference and which may be updated from time to time.

3.2 The Hype Labs Services shall be subject to the privacy policy. You agree to the use of your data in accordance with Hype Labs' privacy policies.

3.3 You agree that you will protect the privacy and legal rights of the End Users of your application. You must obtain any consents required by applicable data protection laws and provide legally adequate privacy notice, access, and protection for End Users. If End Users provide you with user names, passwords, or other login information or personal information, you must make the End Users aware that the information will be available to your application and Hype Labs.

4. Fees for Use of the Hype Labs Services

4.1 Subject to the Terms, the Hype Labs Services are provided to you without charge up to certain limits. Usage over this limit will require your purchase of additional resources or services.

4.2 For all purchased resources and services, we will charge your credit card on a monthly basis or at the interval indicated in Hype Labs fees and payment policies, if different. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes. You are

responsible for paying all taxes and government charges, and all reasonable expenses and attorneys fees Hype Labs incurs collecting late amounts. To the fullest extent permitted by law, you waive all claims relating to charges unless claimed within 60 days after the charge (this does not affect your credit card issuer rights). Charges are solely based on Hype Labs' measurements of your use of the Hype Labs Services, unless otherwise agreed to in writing. To the fullest extent permitted by law, refunds (if any) are at the discretion of Hype Labs and only in the form of credit for the Hype Labs Services. Nothing in these Terms obligates Hype Labs to extend credit to any party. You acknowledge and agree that any credit card and related billing and payment information that you provide to Hype Labs may be shared by Hype Labs with companies who work on Hype Labs' behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Hype Labs and servicing your account. Hype Labs may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Hype Labs shall not be liable for any use or disclosure of such information by such third parties. Hype Labs reserves the right to discontinue the provision of the Hype Labs Services to you for any late payments.

4.3 Hype Labs may change its fees and payment policies for the Hype Labs Services by notifying you at least fifteen (15) days before the beginning of the billing cycle in which such change will take effect. Changes to the fees or payment policies will be posted on the website (or such other URL Hype Labs may provide from time to time). Any outstanding balance becomes immediately due and payable upon termination of the Terms for any reason.

4.4 You may not develop multiple Applications to simulate or act as a single Application or otherwise access the Hype Labs Services in a manner intended to avoid incurring fees.

5. Content on the Hype Labs Services and Take Down Obligations

5.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) to which you may have access as part of, or through your use of, the Hype Labs Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content." The term Content shall

specifically exclude the web application that you create using the Hype Labs Services and any source code written by you to be used with the Hype Labs Services (collectively, "Applications").

5.2 Hype Labs reserves the right (but shall have no obligation) to remove any or all Content from the Hype Labs Services. You agree to immediately take down any Content that violates the Acceptable Use Policy, including pursuant to a take down request from Hype Labs. In the event that you elect not to comply with a request from Hype Labs to take down certain Content, Hype Labs reserves the right to directly take down such Content or to disable Applications.

5.3 In the event that you become aware of any violation of the Acceptable Use Policy by an End User of Applications, you shall immediately terminate such end user's account on your Application. Hype Labs reserves the right to disable Applications in response to a violation or suspected violation of the Acceptable Use Policy.

5.4 You agree that you are solely responsible for (and that Hype Labs has no responsibility to you or to any third party for) the Application or any Content that you create, transmit or display while using the Hype Labs Services and for the consequences of your actions (including any loss or damage which Hype Labs may suffer) by doing so.

5.5 You agree that Hype Labs has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted through use of the Service. You further acknowledge that you are solely responsible for securing and backing up your Applications and any Content.

6. Proprietary Rights

6.1 You acknowledge and agree that Hype Labs (or Hype Labs' licensors) own all legal right, title and interest in and to the Hype Labs Services, including any intellectual property rights which subsist in the Hype Labs Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

6.2 Except as provided in Section 8, Hype Labs acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content or Applications that you create, submit, post, transmit or display on, or through, the Hype Labs Services, including any intellectual property rights which

subsist in that Content and the Application (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Hype Labs, you agree that you are responsible for protecting and enforcing those rights and that Hype Labs has no obligation to do so on your behalf.

7. License from Hype Labs and Restrictions

7.1 Hype Labs grants you a revocable, personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Hype Labs as part of the Hype Labs Services as provided to you by Hype Labs. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Hype Labs Services as provided by Hype Labs, in the manner permitted by the Terms.

7.2 You may not (and you may not permit anyone else to): (a) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Hype Labs Services or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Hype Labs, in writing (e.g., through an open source software license); (b) attempt to disable or circumvent any security mechanisms used by the Hype Labs Services or any applications running on the Hype Labs Services; or (c) use the Hype Labs Services in any way that may subject the Hype Labs Services to any obligations under any open source software license, including, without limitation any license which imposes any obligation or restriction with respect to Hype Labs' patent or other intellectual property rights in the Hype Labs Services.

7.3 Open source software licenses for components of the Hype Labs Services released under an open source license constitute separate written agreements. To the limited extent that the open source software licenses expressly supersede these Terms, the open source licenses govern your agreement with Hype Labs for the use of the components of the Hype Labs Services released under an open source license.

8. License from You

8.1 Hype Labs claims no ownership or control over any Content or Application. You retain copyright and any other rights you already hold in the Content and/or

Application, and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying the Content on or through the Hype Labs Services you give Hype Labs a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such Content for the sole purpose of enabling Hype Labs to provide you with the Hype Labs Services. Furthermore, by creating an Application through use of the Hype Labs Services, you give Hype Labs a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such Application for the sole purpose of enabling Hype Labs to provide you with the Hype Labs Services.

8.2 By adding a collaborator to your Application, you hereby grant to that user a non-exclusive, royalty-free, non-transferable license, with no right to sub-license, to use, display, perform, reproduce, modify, publish, distribute, list information regarding, edit, translate and analyze such Application(s) and Content as permitted by the relevant Hype Labs Services functionality or features for the sole purpose of collaborating on development of the Application(s).

8.3 You may choose to or we may invite you to submit comments or ideas about the Hype Labs Services, including without limitation about how to improve the Hype Labs Services or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Hype Labs under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

8.4 You agree that Hype Labs, in its sole discretion, may use your trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and Web site listings (including links to your website) for the purpose of advertising or publicizing your use of the Hype Labs Services.

9. Modification and Termination of the Hype Labs Services

9.1 Hype Labs is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Hype Labs Services which Hype Labs provides may change from time to time

without prior notice to you, subject to the terms in Section 4.3. Changes to the form and nature of the Hype Labs Services will be effective with respect to all versions of the Hype Labs Services; examples of changes to the form and nature of the Hype Labs Services include without limitation changes to fee and payment policies, security patches, added functionality, and other enhancements.

9.2 You may terminate these Terms at any time by canceling your account on the Hype Labs Services. You will not receive any refunds if you cancel your account.

9.3 You agree that Hype Labs, in its sole discretion and for any or no reason, may terminate your account or any part thereof. You agree that any termination of your access to the Hype Labs Services may be without prior notice, and you agree that Hype Labs will not be liable to you or any third party for such termination.

9.4 You are solely responsible for exporting your Content and Application(s) from the Hype Labs Services prior to termination of your account for any reason, provided that if we terminate your account, we will provide you a reasonable opportunity to retrieve your Content and Application(s).

9.5 Upon any termination of the Hype Labs Services or your account these Terms will also terminate, but Sections 6.1, 9, 10, 11, 12, and 16 shall continue to be effective after these Terms are terminated.

10. EXCLUSION OF WARRANTIES

10.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 10 AND 13, SHALL EXCLUDE OR LIMIT HYPE LABS' WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

10.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE HYPE LABS SERVICE IS AT YOUR SOLE RISK AND THAT THE HYPE LABS SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

10.3 HYPE LABS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE HYPE LABS SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE

FOREGOING, HYPE LABS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE HYPE LABS SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE HYPE LABS SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE HYPE LABS SERVICES WILL BE ACCURATE.

11. LIMITATION OF LIABILITY

11.1 SUBJECT TO SECTION 10.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT HYPE LABS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS.

11.2 THE LIMITATIONS ON HYPE LABS' LIABILITY TO YOU IN PARAGRAPH 11.1 ABOVE SHALL APPLY WHETHER OR NOT HYPE LABS HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

12. Indemnification

12.1 You agree to hold harmless, defend and indemnify Hype Labs, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners (collectively "Hype Labs and Partners") from and against any third party claim arising from or in any way related to (a) your breach of the Terms, (b) your use of the Hype Labs Services, (c) your violation of applicable laws, rules or regulations in connection with the Hype Labs Services, or (d) your Content or your Application, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Hype Labs will provide you with written notice of such claim, suit or action.

13. Copyright Policy

13.1 You agree to set up a process to respond to notices of alleged infringement that comply with the United States' Digital Millennium Copyright Act ("DMCA notices"). It is Hype Labs' policy to respond to DMCA notices or other applicable copyright laws and to terminate the accounts of repeat infringers. We reserve the right to take down content in your Application or, if necessary, the Application itself upon receipt of a valid DMCA notice. For more information, please read the policies document.

14. Other Content

14.1 The Hype Labs Services may include hyperlinks to other web sites or content or resources or email content. Hype Labs may have no control over any web sites or resources which are provided by companies or persons other than Hype Labs.

14.2 You acknowledge and agree that Hype Labs is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

14.3 You acknowledge and agree that Hype Labs is not liable for any loss or damage which may be incurred by you or your End Users as a result of the content or availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

15. Changes to the Terms

15.1 Hype Labs may make changes to the Terms from time to time. If we change the Terms in any substantive way, we will give you at least seven (7) days notice before the changes take effect, during which period of time you may reject the changes by terminating your account.

15.2 You understand and agree that if you use the Hype Labs Services after the date on which the Terms have changed, Hype Labs will treat your use as acceptance of the updated Terms.

16. General Legal Terms

16.1 Except to the extent you and Hype Labs have entered into a separate written agreement that is expressly intended to supersede these Terms either in whole or in part, the Terms constitute the whole legal agreement between you and Hype Labs and govern your use of the Hype Labs Services (but excluding any services which Hype Labs may provide to you under a separate written agreement), and completely replace any prior agreements between you and Hype Labs in relation to the Hype Labs Services.

16.2 There are no third party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms creates an agency, partnership or joint venture.

16.3 If Hype Labs provides you with a translation of the English language version of these Terms, the English language version of these Terms will control if there is any conflict.

16.4 You agree that Hype Labs may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Hype Labs Services. By providing Hype Labs your email address, you consent to our using the email address to send you any notices required by law in lieu of communication by postal mail.

16.5 You agree that if Hype Labs does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Hype Labs has the benefit of under any applicable law), this will not be taken to be a formal waiver of Hype Labs' rights and that those rights or remedies will still be available to Hype Labs.

16.6 Hype Labs shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

16.7 The Terms, and your relationship with Hype Labs under the Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and Hype Labs agree to submit to the exclusive jurisdiction of the

courts located within the county of Santa Clara, California to resolve any legal matter arising from the Terms.

16.8 You may not assign any of your rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of Hype Labs (not to be unreasonably withheld).

Acceptable Use Policy

Your use of the Service is subject to this Acceptable Use Policy. Hype Labs reserves the right to terminate your account and cease all service if you are found to be in violation of this policy. We may change these policies at any time. It is your responsibility to keep up-to-date with and adhere to them. All capitalized terms used herein have the meanings stated in the Terms, unless stated otherwise.

Last Updated: 07/12/15

Prohibited Content

The Content displayed and/or processed through your Application or other web site utilizing the Service shall not contain any of the following types of content:

- Content that infringes a third party's rights (e.g., copyright) according to applicable law;
- Excessively profane content;
- Hate-related or violent content;
- Content advocating racial or ethnic intolerance;
- Content intended to advocate or advance computer hacking or cracking;
- Other illegal activity, including without limitation illegal export of controlled substances or illegal software;
- Drug paraphernalia;
- Phishing;
- Malicious content;
- Other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights.

Prohibited Actions

Customer agrees not to, and not to allow third parties (including End Users) to use the Service:

- to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing End Users to infringe or misappropriate the intellectual property rights of others in violation of the Digital Millennium Copyright Act);

- to engage in, promote or encourage illegal activity
- for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- to interfere with the use of the Services, or the equipment used to provide the Service, by customers, authorized resellers, or other authorized users;
- to disable, interfere with or circumvent any aspect of the Service;
- to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations (“spam”).