

BusyBloc Mobile Application End User License Agreement

This BusyBloc Mobile Application End User License Agreement ("EULA") is a binding agreement between you ("**End User**" or "**you**") and Common-Area, LLC dba BusyBloc (also referred to herein as "**BusyBloc**," "we," "us," or "our"). This EULA governs your use of this BusyBloc mobile application and online platform (the "**Application**"). The Application is licensed, not sold, to you.

BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION (ANY OF THE FOREGOING), YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS EULA; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS EULA AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

1. License Grant. Subject to the terms of this EULA, BusyBloc grants you a limited, non-exclusive, and nontransferable license to:

(a) download, install, and use the Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with the Application's documentation; and

(b) access, stream, download, and use on such Mobile Device the features, functionality, and content accessible on or through the Application (collectively, "**Services**"), strictly in accordance with this EULA and this EULA applicable to such Services as set forth in **Error! Bookmark not defined.Error! Reference source not found.**

2. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this EULA, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this EULA. BusyBloc and/or its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this EULA.

3. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application or the Services, BusyBloc may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its Services, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Customer's Privacy Policy, a link to which can be accessed from this Application. For more information regarding BusyBloc's role in handling your personal information, please see below.

4. Advertising. You acknowledge that BusyBloc may include marketing, advertising, promotional content, forums for users, blogs, links to websites or social media pages offered by third-parties ("Outside Sources") via the Services and you acknowledge that BusyBloc is not responsible for any offers, information, content, data, promises or anything else found in or from such Outside Sources. You hereby release BusyBloc from any claims arising out of any use of Outside Sources.

5. Special Note Regarding BusyBloc's Role as a Service Provider

IF YOUR USE OF THIS APPLICATION AND SERVICES WAS MADE AVAILABLE BY A COMPANY OR ORGANIZATION THAT SUBSCRIBES TO OR LICENSES BUSYBLOC SERVICES AND WHO'S NAME OR TRADEMARK IS USED TO IDENTIFY OR BRAND THIS APPLICATION (A BUSYBLOC "CUSTOMER"), THEN THE PRIVACY NOTICE AND OTHER POLICIES AND PROCEDURES OF THE CUSTOMER GOVERNS AND CONTROLS THE COLLECTION, USE, PROCESSING AND RETENTION OF YOUR PERSONAL INFORMATION.

UNDER APPLICABLE PRIVACY LAWS, WE ARE A "SERVICE PROVIDER" (ALSO KNOWN AS A "DATA PROCESSOR" IN SOME JURISDICTIONS). BUSYBLOC'S CUSTOMER REMAINS THE "BUSINESS" (ALSO KNOWN AS THE "DATA CONTROLLER" IN SOME JURISDICTIONS) THAT COLLECTS YOUR PERSONAL INFORMATION, OR ON THE BEHALF OF WHICH SUCH INFORMATION IS COLLECTED, INCLUDING THROUGH THE USE OF BUSYBLOC SERVICES. THE CUSTOMER DETERMINES THE PURPOSES AND MEANS OF THE PROCESSING OF YOUR PERSONAL INFORMATION.

INDIVIDUAL END USERS OF OUR CUSTOMERS WHO SEEK ACCESS TO THEIR PERSONAL INFORMATION, OR WHO SEEK TO CORRECT, AMEND, OR DELETE INACCURATE PERSONAL INFORMATION SHOULD DIRECT THEIR REQUESTS TO THE ADMINISTRATOR AT THE BUSYBLOC CUSTOMER. BUSYBLOC CUSTOMERS CAN DIRECT BUSYBLOC TO TAKE ACTIONS WITH RESPECT TO THE PERSONAL INFORMATION OF END USERS AND, IN SOME CASES, CUSTOMERS AND END USERS MAY BE EMPOWERED TO TAKE SUCH ACTIONS DIRECTLY USING THE FUNCTIONALITY OF THE SERVICES.

6. Use Restrictions. You agree that you will not:

- (a) Copy the Application or Services, except as expressly permitted by this license;
- (b) Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application or Services;
- (c) Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or Services or any part thereof;

(d) Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application or Services, including any copy thereof;

(e) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application or Services to any third party for any reason, including by making the Application or Services available on a network where it is capable of being accessed by more than one device at any time;

(f) Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application or Services;

(g) Use the Application or Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, safety-critical applications, or vehicle operations;

(h) Use the Application or Services in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

(i) Use the Application or Services for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

(j) Use the Application or Services to send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards (defined below).

(k) Use the Application or Services to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.

(l) Use the Application or Services to impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).

(m) Use the Application or Services to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Application or Services, or which, as determined by us, may harm the Company or users of the Application or Services, or expose them to liability.

(n) Use the Application or Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the

Application or Services, including their ability to engage in real time activities through the Application or Services.

(o) Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.

(p) Use any manual process to monitor or copy any of the material on the Application or Services, or for any other purpose not expressly authorized in this EULA, without our prior written consent.

(q) Use any device, software or routine that interferes with the proper working of the Application or Services.

(r) Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

(s) Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Application or Services or any server, computer or database connected to the Application or Services.

(t) Attack the Application or Services via a denial-of-service attack or a distributed denial-of-service attack.

(u) Otherwise attempt to interfere with the proper working of the Application or Services.

7. User Contributions

(a) The Application and/or Services may contain user profiles, user request forms, user input forms, surveys, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Platform.

(b) All User Contributions must comply with the Content Standards set out below.

(c) Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Application and/or Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

(d) You represent and warrant that: (i) You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns; and (ii) All of your User Contributions do and will comply with this EULA

(e) You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not BusyBloc or its licensors or service providers, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

(f) Neither the BusyBloc nor its licensors or service providers are responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Application and Services and you hereby fully release same.

8. Monitoring and Enforcement; Termination.

We have the right to:

(a) Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

(b) Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates this EULA, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Application or Services or the public or could create liability for the Company.

(c) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

(d) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Application.

(e) Report your identity and activity to the National Center for Missing and Exploited Children or other relevant agencies involved in reporting Child Sexual Abuse and Exploitation (CSAE) and related child sexual abuse materials (CSAM).

(f) Terminate or suspend your access to all or part of the Application for any or no reason, including without limitation, any violation of this EULA.

(g) Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Application. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS

AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Notwithstanding the foregoing rights, we do not undertake to review material before it is posted on the Application, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

9. Content Standards. These content standards apply to any and all information, messages, and other content you to post, submit, publish, display or transmit to other users (“User Contributions”) through the Application. User Contributions must, in their entirety, comply with all applicable federal, state, local and international laws and regulations. Any violations of the following content standards deemed illegal or violating child sexual abuse or safety standards may be reported to law enforcement and/or regional child abuse and trafficking reporting agencies, per section 8. Without limiting the foregoing, User Contributions must not, and you agree that your User Contributions will not:

- (a) Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- (b) Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- (c) Promote child sexual abuse, depict or promote self-harm or suicide, or promote body-modification to minors.
- (d) Promote human trafficking, slavery, or coercion of persons to perform illegal acts or act against their will.
- (e) Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- (f) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this EULA.
- (g) Be likely to deceive any person.
- (h) Promote any illegal activity, or advocate, promote or assist any unlawful act.

(i) Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

(j) Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

(k) Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.

(l) Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

10. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

11. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Application or Services.

12. Geographic Restrictions. The Services are provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you are responsible for compliance with local laws.

13. Updates. BusyBloc may from time to time in its sole discretion develop and provide Application updates, 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 BusyBloc has no obligation 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:

(a) the Application will automatically download and install all available Updates; or

(b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this EULA.

14. Third-Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or

materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that BusyBloc is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. BusyBloc does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

15. Term and Termination.

(a) The term of EULA commences when you download and install the Application or acknowledge your acceptance and will continue in effect until terminated by you or BusyBloc as set forth in this Section 15.

(b) You may terminate this EULA by deleting the Application and all copies thereof from your Mobile Device.

(c) BusyBloc may terminate this EULA at any time without notice if it ceases to support the Application, which BusyBloc may do in its sole discretion. In addition, this EULA will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this EULA.

(d) Upon termination:

(i) all rights granted to you under this EULA will also terminate; and

(ii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.

(e) Termination will not limit any of BusyBloc's rights or remedies at law or in equity.

16. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BUSYBLOC, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, BUSYBLOC PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE

APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

17. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BUSYBLOC OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR BUSYBLOC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

18. Indemnification. You agree to indemnify, defend, and hold harmless BusyBloc and its licensor, and their respective officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this EULA, including but not limited to the content you submit or make available through this Application.

19. Export Regulation. The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible

from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

20. US Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

21. Severability. If any provision of this EULA is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this EULA will continue in full force and effect.

22. Governing Law. This EULA is governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this EULA or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

23. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS EULA OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

24. Entire Agreement. This EULA constitutes the entire agreement between you and BusyBloc with respect to the subject matter herein and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application; provided, however, that other terms and conditions may apply as noted herein, including a Customer's Privacy Policy.

25. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this EULA and any applicable purchase or other terms, the terms of this EULA shall govern.