

BETA USER TESTING AGREEMENT

BY SUBMITTING THE SMARTHUB BETA TESTING FORM AND ACCESSING THE BETA PRODUCT, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT.

This BETA USER TESTING AGREEMENT (the “Agreement”) is by and between Productive Labs and its affiliates (collectively, “Productive”) and you (“Licensee” or “You”).

Productive may update this Agreement by posting a revised version on the Product’s website. Changes take effect five (5) days after posting. Continued use of the Product (otherwise referred to as “Smarthub”) means you accept the updated terms. Where changes are made, Productive will endeavor to summarize these, but any summary provided is not a substitute for the full agreement.

1. **License Grant.** Productive grants You a non-exclusive, non-transferable, revocable license to use the Product free of charge solely for testing and evaluation purposes during the Beta period.
2. **Confidentiality.**
 - a. You agree to keep all information related to the Product confidential.
 - b. You shall not disclose any features, performance data, bugs, or feedback to third parties.
 - c. You shall not share screenshots, recordings, or documentation without prior written permission.
3. **Intellectual Property.** All rights, title, and interest in the Product, including any improvements or feedback provided by You, shall remain the exclusive property of Productive. You assign any rights in feedback to Productive.
4. **No Warranty.** The Product is provided “as is” without warranty of any kind. Productive disclaims all warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, and non-infringement.
5. **Limitation of Liability.** Productive shall not be liable for any damages arising out of or related to the use or inability to use the Product, including but not limited to loss of data, business interruption, or personal injury.
6. **Data Protection.** You agree to comply with applicable data protection laws. Productive may collect usage data and feedback for development purposes. No personal data will be shared with third parties without consent.
7. **Third Party Software.** You acknowledge that the Product functions as a connector and integrates third-party software to process data in connection with the provision of the Product. You acknowledge that Productive has no control over, and assumes no responsibility for, the availability, performance, functionality, or security of any third-party software. Productive reserves the right to share data input into the Product with appointed representatives and other approved third parties.
8. **Feedback.** In exchange for Early Access to the Product, You will, at Productive’s request, provide reasonable feedback concerning the features and performance of the Beta Product. If You provide feedback, You allow this, including your company name, to be used in marketing and to improve or enhance the overall product.
9. **Subsequent Features.** Productive may at any time, offer, provide access to, or add subsequent features to the Product. Productive will provide notice of any updates made available and any continued use will be governed by this Agreement.
10. **Term and Termination.** This Agreement shall be effective on the date entered into and will terminate upon the general access release by Productive of the Product, or 12 months following

the effective start date of this agreement. Prodactive does not guarantee that any such publicly available production version of the Product will be released.

11. **Beta Testing Term.** Notwithstanding any unforeseen circumstances, the intent is for Beta testing to run from September 2025 to early November 2025. While it is not the intent to do so, Prodactive reserves the right to terminate Beta testing without notice at any time.
12. **Miscellaneous.** This Agreement shall be governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings.

v1.0 24 September 2025