

BEATS™ Terms and Conditions

1. TERMS

Use of the BEATS™ Site, the BEATS™ App and the Services is limited to BEATS™ SERVICE PROVIDER customers who have contracted with BEATS™ SERVICE PROVIDER for the BEATS™ Services and, if applicable, such customers' users. These Terms and Conditions (the "Terms and Conditions") govern the use of the BEATS™ SERVICE PROVIDER site (the "BEATS™ Site") and the services, features, and content offered by BEATS™ SERVICE PROVIDER (the "BEATS™ Services"), and software applications (the "BEATS™ App") offered by BEATS™ SERVICE PROVIDER. As used in these Terms and Conditions, "BEATS™ SERVICE PROVIDER", "BEATS™", "we", "us" and "our" refers to affiliates or subsidiaries of Exela Technologies and means BEATS™ SERVICE PROVIDER. If you are accepting these Terms and Conditions on your own behalf, then the terms "you", "your" and "user" means the individual accepting these Terms and Conditions and such individual is personally bound by these Terms and Conditions. If you are accepting these Terms and Conditions on behalf of a company or other legal entity, then the terms "you", "your" and "user" mean such company and its affiliates, officers, directors, employees, agents, contractors and assigns. If you are entering into these Terms and Conditions 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, you are not authorized to use the BEATS™ Site, BEATS™ App or BEATS™ Services.

2. ABOUT YOU

By logging in, clicking the "I Accept" (or similar) button or box, or registering for or using the BEATS™ Site, BEATS™ App or BEATS™ Services, you acknowledge that you have read, understood, agree with and accept all of the Terms and Conditions herein and the BEATS™ SERVICE PROVIDER Privacy Policy. By using the BEATS™ Site, BEATS™ App or BEATS™ Services, you represent and warrant to us that you are at least eighteen (18) years of age, eligible to use the BEATS™ Site, BEATS™ App and BEATS™ Services, with the ability to be bound by these Terms and Conditions, that the name used when you registered is your name, that you and your use of the BEATS™ Site, BEATS™ App and Services will comply with all applicable laws, that you will not use the BEATS™ Site, BEATS™ App or BEATS™ Services, directly or indirectly, for any fraudulent use or activity not authorized by the nature of the same, that you are not located in a country that is subject to an embargo, or that has been designated as a "terrorist supporting" country, that you are not listed on any list of prohibited or restricted parties; and that the bank account(s) and/or payment card(s) you registered in your Account are owned by you, have been issued in your name and are in good standing. You may not access the BEATS™ App or Services if you are our competitor. In addition, you may not access the Site, BEATS™ App or Services for purposes of monitoring or analyzing their availability, performance or functionality, or for any other benchmarking or competitive purpose. Your continued access or use of the BEATS™ Site, BEATS™ App or BEATS™ Services shall be deemed acceptance of all changes in these Terms and Conditions.

3. ABOUT YOUR ACCOUNT

You must obtain a User ID and a user account (an "Account"), and when you create an Account or use the BEATS™ Site, BEATS™ App or BEATS™ Services, you thereby agree to these Terms and Conditions and the terms of the Privacy Policy. You are solely responsible for keeping your Account User ID and password secure and for the activity of your Account. You must not select as a User ID a

name of another person, a User ID a word subject to any third party rights or a username that is otherwise offensive, vulgar or obscene. You may not use another user account for the BEATS™ App or BEATS™ Services. Each time you submit or approve expenses using the BEATS™ App or BEATS™ Services, you are representing that the information is accurate and you are authorized to submit or approve such expense. You must notify us immediately if there is any change in your eligibility or a breach of security involving your Account.

4. ABOUT US

The BEATS™ SERVICE PROVIDER Privacy Policy contains information about our privacy practices and is incorporated into these Terms and Conditions by this reference, which explains how BEATS™ collects, uses and shares your personal information in connection with the BEATS™ Site, BEATS™ App and BEATS™ Services. BEATS™ SERVICE PROVIDER may, in our sole discretion, refuse to offer the BEATS™ Site, BEATS™ App or BEATS™ Services to any person or entity, and change our eligibility criteria, at any time. The BEATS™ Site, BEATS™ App and BEATS™ Services are offered only for your use, and not for the use or benefit of any third party. BEATS™ SERVICE PROVIDER reserves the right to update these Terms and Conditions or other policies at its discretion, at any time, for any reason, without notice, including without limitation the right to terminate, change or suspend in whole or in part the BEATS™ Site, BEATS™ App or BEATS™ Services. We can provide these Terms and Conditions and Privacy Policy (and revisions or amendments), notices, disclosures, payment authorizations, and any other matter relating to your use of the BEATS™ Site, BEATS™ App or BEATS™ Services to you electronically, either by posting it on the BEATS™ Site, or by sending you notice through the BEATS™ App or BEATS™ Services, or by emailing you at the email address provided by you in connection with your Account.

5. ABOUT THE CONTENT THAT WE (OR YOU) MAY CREATE AND POST

All access by you using the BEATS™ Site, BEATS™ App or BEATS™ Services is at your own risk and you will be solely responsible for any damage or loss cause to you or anyone else. The BEATS™ Site, BEATS™ App and BEATS™ Services may contain Content specifically provided by us, our partners or our users and such Content is protected by copyright, trademark or other proprietary rights and laws. Should a user add, create, upload, submit, distribute, or post any Content to the BEATS™ Site, BEATS™ App or BEATS™ Services (“User Content”), such User Content shall be considered non-confidential and non-proprietary and you agree that all of your User Content does and will comply all applicable laws, rules and regulations, and that we may publish such User Content in our sole discretion, and you grant us the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such User Content without restrictions. We reserve the right to, but do not have any obligation to, remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason or for no reason at all. “Content” shall include information, data (graphics or audio), text, software, scripts, and interactive features made accessible on or through the BEATS™ Site, the BEATS™ App or the BEATS™ Services. Content also includes all User Content (as defined herein).

6. ABOUT THE LICENSE WE GRANT TO YOU

Unless otherwise stated, BEATS™, Exela Technologies and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website [except for content specifically and expressly made available for redistribution.

We grant you a non-transferable, non-exclusive, revocable, non-licensable, limited license to use the BEATS™ Site and BEATS™ App solely for purposes of using the BEATS™ Services. As a condition to this license grant, in addition to full compliance with these and other applicable terms and policies, we reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to satisfy any applicable law, regulation, legal process or governmental request, enforce these Terms and Conditions, including investigation of potential violations hereof, detect, prevent, or otherwise address fraud, security or technical issues, respond to user support requests, or protect the rights, property or safety of us, our users and the public. BEATS™ SERVICE PROVIDER on behalf of itself and its licensors and suppliers, reserves all rights not expressly granted to you in these Terms and Conditions. The BEATS™ Site, BEATS™ App and BEATS™ Services are protected by copyright, trade secret and other intellectual property laws. You acknowledge and agree that BEATS™ SERVICE PROVIDER or its third party providers, or their respective licensors owns or has the legal right and title to the copyright and other worldwide intellectual property rights in the BEATS™ Site, BEATS™ Services and the BEATS™ App and all copies thereof. These Terms and Conditions do not grant you any rights to the trademarks or service marks of BEATS™ SERVICE PROVIDER or its third party providers or their respective licensors. We may in our sole discretion terminate this license at any time, for any reason, and we may terminate your access to all or any part of the BEATS™ Site, BEATS™ App or BEATS™ Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership.

7. ABOUT YOUR CONDUCT

You shall not bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the above or other accounts, computer systems or networks, run any form of auto-responder or “spam”, use manual or automated software, devices, or other processes to “crawl” or “spider” any page, harvest or scrape any Content from the BEATS™ Site, BEATS™ App or BEATS™ Services. You shall not (and shall not permit any third party to) take any action or upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the BEATS™ Site, BEATS™ App or BEATS™ Services, including without limitation any User Content, that infringes any right of any other person or entity or violates any law or contractual duty, or that you know is false, misleading, untruthful or inaccurate, unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion or constitutes unauthorized or unsolicited advertising, junk or bulk email (“spamming”), contains software viruses

or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party, impersonates any person or entity, including any of our employees or representatives; or includes anyone's identification documents or sensitive financial information without that person's authorization. In addition you shall not decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the BEATS™ Site, BEATS™ App or BEATS™ Services (including without limitation any application), modify, translate, or otherwise create derivative works of any part of the BEATS™ Site, BEATS™ App or BEATS™ Services, or copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.

8. SOCIAL MEDIA AND THIRD PARTY SITES

BEATS™ SERVICE PROVIDER is not responsible for any emails, communication or information you send or receive using Social Media features, you are solely responsible for ensuring that your use complies with all applicable laws, rules and regulations, these Terms and Conditions, and any terms, conditions and restrictions of the particular Social Media and we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such third party website, service or resource. You may link to other third party websites, services or resources through the BEATS™ Site, BEATS™ App or BEATS™ Services at your own risk.

9. DISCLAIMER

Your use of the BEATS™ Services, the BEATS™ App and the BEATS™ Site is solely at your own risk. We, and our affiliates, officers, directors, employees, agents, contractors, suppliers and content providers, do not warrant that: (i) the Services will be secure or available at any particular time or location; (ii) any defects or errors will be corrected; (iii) any Content or software available at or through the BEATS™ Services is free of viruses or other harmful components; or (iv) the results of using the BEATS™ Services will meet your requirements. The BEATS™ Site, BEATS™ App and BEATS™ Services are provided "as is", "as available" and without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, under any applicable law of any country, all of which are expressly disclaimed.

10. INDEMNITY AND HOLD HARMLESS

We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defense. You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective representatives, affiliates, officers, directors, employees, agents, contractors, suppliers and content providers from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the BEATS™ Site, the BEATS™ App, the BEATS™ Services, Content, or otherwise from your User Content, violation of these Terms and Conditions, or infringement by you, or any third party using your Account or identity on the BEATS™ Site, BEATS™ App or BEATS™ Services, of any intellectual property or other right of any person or entity.

11. EXCLUSION OF LIABILITY

Under no circumstances shall BEATS™, nor any of its affiliates, officers, directors, employees, agents, contractors, suppliers or content providers, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the BEATS™ Site, BEATS™ App or BEATS™ Services (i) for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, compensatory or consequential damages of any kind whatsoever, substitute goods or services (however arising), (ii) for any bugs, viruses, Trojan horses, or the like (regardless of the source of origination), or (iii) for any direct damages in excess of (in the aggregate) of the greater of (a) the fees, if any, paid by you to us for the particular BEATS™ Services during the immediately previous three (3) month period or (b) the fees paid to BEATS™ SERVICE PROVIDER for your use of the particular BEATS™ Services during the immediately previous six (6) month period.

12. MISCELLANEOUS

All provisions of these Terms and Conditions which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability. Our waiver of or failure to exercise any right provided for in these Terms and Conditions will not be deemed a waiver of any further or future right under these Terms and Conditions. These Terms and Conditions are the entire agreement between you and us with respect to the BEATS™ Site, BEATS™ App and BEATS™ Services. These Terms and Conditions are personal to you and are not assignable, transferable or sub-licensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without your consent. If any provision of these Terms and Conditions is held to be invalid or unenforceable, it will be stricken from these Terms and Conditions and all other provisions of these Terms and Conditions will remain in full force and effect. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. We act as an independent contractor in providing the BEATS™ Site, BEATS™ App and BEATS™ Services and neither you nor we are the partner, employee or agent of the other and neither has the authority to bind or obligate the other in any way. The BEATS™ Site, BEATS™ App, BEATS™ Services, Content, other technology we make available, and derivatives thereof may be subject to export laws and regulations of several jurisdictions. You agree to not export any intellectual property of BEATS™ in contravention of such laws. These Terms and Conditions shall be governed by and interpreted in accordance with the laws for the State of Connecticut without regard to its conflict of laws principles. You agree that any dispute arising from or relating to the subject matter of these Terms and Conditions shall be governed by the exclusive jurisdiction and venue for the State of Connecticut.