



BETA SERVICE TERMS

This is a legally binding agreement. Please read it carefully. These Beta Service Terms (these “**Beta Terms**”) contain the terms under which BSM (as defined below) agrees to grant Customer (as defined below) access to and use of certain preview and similar pre-release features or solutions. By indicating Customer’s acceptance of these Beta Terms, by executing an Order Form that references these Beta Terms, or by using such features or solutions, Customer agrees:

- to the following terms on behalf of the BSM customer with which you are employed, affiliated or associated (the “**Customer**”);
- represent that you have the authority to bind the Customer to these terms, and
- represent that you are an Authorized User under the master software subscription, professional services and hardware purchase agreement between BSM and the Customer (the “**Master Agreement**”) at www.bsmtechnologies.com/company/legal/agreements, and any successor websites.

If you do not have such authority, are not an Authorized User, or do not agree to these Beta Terms, neither you nor the Customer may use or access BSM’s preview and similar pre-release features or solutions.

These Beta Terms are being entered into between the BSM entity named on the Order Form (either BSM Technologies Ltd. or BSM Analytics Inc.) (“**BSM**”) and the Customer. In these Beta Terms, the term “**BSM**” means that entity. Unless otherwise defined herein, capitalized terms used in these Beta Terms have the meaning given in the Master Agreement.

1. These Beta Terms describe the terms and conditions under which Customer may access and use certain features, technologies and services made available to Customer by BSM that are not yet generally available, including any products, services, or features labeled “beta”, “preview”, “pre-release”, or “experimental” (each, a “**Beta Service**”). These Beta Terms supplement and are incorporated into the Master Agreement. The Master Agreement, as supplemented by these Beta Terms, apply to the Beta Services. In the event of any conflict between the provisions of these Beta Terms and the provisions of the Master Agreement, the provisions of these Beta Terms prevail.
2. During the term of the applicable Beta Service, Customer may access and use the Beta Service solely for internal evaluation purposes.
3. Customer will not allow access to or use of any Beta Service by any third party other than its employees and contractors who (i) have a need to use or access the Beta Service in connection with Customer’s internal evaluation activities, and (ii) have executed written non-disclosure agreements obligating them to protect the confidentiality of non-public information regarding the Beta Service.
4. Customer must comply with all policies and guidelines related to any Beta Service made available to Customer. BSM may add or modify restrictions, including lowering or raising any usage limits, related to access to or use of any Beta Service at any time. If requested by BSM, Customer will promptly decrease its usage of the applicable Beta Service to the levels that BSM may specify.
5. BSM’s service level agreements and support program do not apply to any Beta Services.
6. Each of BSM and Customer may suspend or terminate Customer’s access to or use of any Beta Service at any time and for any reason. BSM may at any time cease providing any or all of any Beta Service in its sole discretion and without notice. Beta Services also may be unavailable or their performance may be negatively affected by scheduled and unscheduled maintenance. BSM will use reasonable efforts to notify Customer in advance of scheduled maintenance, but BSM is unable to provide advance notice of unscheduled or emergency maintenance.

7. Customer agrees to provide BSM with reasonable information relating to its access, use, testing, or evaluation of the Beta Service, including observations or information regarding the performance, features and functionality of the Beta Service ("**Test Observations**"), when and in the form reasonably requested by BSM. BSM may use and evaluate all Test Observations for its own purposes. Customer hereby grants BSM a non-exclusive, perpetual, irrevocable, paid-up, royalty-free, worldwide, transferable license, with right to sublicense, to make, have made, sell, offer for sale, use, import, reproduce, distribute, display, perform, and make derivative works of the Test Observations. Customer will not use any Test Observations except for its internal evaluation purposes of the Beta Service. Customer will not disclose (including in a press release or public statement) any Test Observations, suggestions concerning a Beta Service, or any other information about or involving (including the existence of) any Beta Service, except as agreed by BSM in writing.
8. BSM will be the sole owner of all intellectual property rights in or to the Beta Services and their documentation, and any derivative works of or improvements or enhancements to them. Customer acknowledges that the Beta Services and all of their related technical data and information constitute trade secrets and are the valuable property of BSM and its licensors and that they are protected, without limitation, by copyright and trademark rights. Customer will not remove, obscure or alter any notice of copyright, patent, trade secret, trademark or other proprietary right or disclaimer appearing in or on any Beta Services or documentation. Except to the extent (if any) permitted by applicable law or required by BSM's licensors, Customer may not create or attempt to create, by reverse engineering or otherwise, the source code of the Beta Services.
9. As between Customer and BSM, Customer will retain all of its rights in data or content uploaded to the Beta Services, or otherwise submitted for processing by the Beta Services, by Customer or its Authorized Users ("**Content**"). Customer hereby grants BSM, with rights to sub-license to its affiliates and sub-processors, a non-exclusive, worldwide, paid-up, royalty-free license to reproduce, distribute, display, modify, process and use the Content, solely in connection with BSM's provision of the Beta Services and as otherwise agreed in writing by Customer.
10. Customer hereby grants to BSM a non-exclusive, royalty-free, paid-up, perpetual, irrevocable, worldwide license to use usage statistics, histories, performance data and telemetry for purposes of maintaining, improving and enhancing the Beta Services.
11. Each individual Beta Service will automatically terminate upon the release of a generally available version of the applicable Beta Service or upon notice of termination by BSM. Notwithstanding anything to the contrary in the Master Agreement or these Beta Terms, either Customer or BSM may terminate Customer's participation in a Beta Service at any time for any reason upon notice to the other party. Notwithstanding anything to the contrary in the Master Agreement, after the conclusion of Customer's participation in a Beta Service for any reason, (a) Customer will not have any further right to access or use the applicable Beta Service; (b) the Content used in the applicable Beta Service may be deleted or inaccessible; and (c) Customer will immediately return or, if instructed by BSM, destroy all BSM confidential information related to the applicable Beta Service. If BSM releases a generally available version of a Beta Service, Customer's access to and use of the generally available version will be subject to the Master Agreement and any additional terms as may be specified by BSM for that generally available service offering. BSM does not guarantee that any Beta Service will ever be made generally available, or that any generally available version will contain the same or similar functionality as the version made available by BSM during the term of the Beta Service.
12. **ADDITIONAL WARRANTY DISCLAIMERS. WITHOUT LIMITING ANY DISCLAIMERS IN THE MASTER AGREEMENT, THE BETA SERVICES ARE NOT READY FOR GENERAL COMMERCIAL RELEASE AND MAY CONTAIN BUGS, ERRORS, DEFECTS, VULNERABILITIES OR HARMFUL COMPONENTS. ACCORDINGLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT OR THESE BETA TERMS, BSM IS PROVIDING THE BETA SERVICES TO CUSTOMER "AS IS." BSM AND ITS AFFILIATES AND LICENSORS PROVIDE NO ASSURANCES, AND MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND,**

WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE BETA SERVICES, INCLUDING ANY WARRANTY THAT THE BETA SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF VULNERABILITIES OR HARMFUL COMPONENTS, OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST, DAMAGED OR SUBJECT TO UNAUTHORIZED ACCESS. EXCEPT TO THE EXTENT PROHIBITED BY LAW, BSM AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. BSM'S AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY FOR ANY BETA SERVICES WILL BE LIMITED TO THE AMOUNT CUSTOMER ACTUALLY PAYS BSM UNDER THESE BETA TERMS FOR THE BETA SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

13. Because the Beta Services involve features, technologies and services that are not yet generally available, Customer acknowledges that any violation of these Beta Terms could cause irreparable harm to BSM for which monetary damages may be difficult to ascertain or an inadequate remedy. Customer therefore agree that BSM will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of these Beta Terms.