

BETA SOFTWARE TERMS AND CONDITIONS (CLOSED BETA)

BACKGROUND:

These Terms and Conditions created by you and <<insert company name>> (hereinafter referred to by <<insert company name>>). These Terms and Conditions govern your enrolment in the beta version <<insert version number>> of the <<insert software name>> ("the Software"), including any and all related components.

by you and <<insert company name>> (hereinafter referred to by <<insert company name>>). These Terms and Conditions govern your enrolment in the beta version <<insert version number>> of the <<insert software name>> ("the Software"), including any and all related components.

1. Agreement

- 1.1 By accepting these Terms and Conditions and enrolling in the Programme, you agree to be bound by these Terms and Conditions and hereby acknowledge your understanding of the same.
- 1.2 If you do not accept these Terms and Conditions, you will not be permitted to enrol in the Programme and use the Software.

and submitting your application to enrol in the Programme, you agree to be bound by these Terms and Conditions and hereby acknowledge your understanding of the same.

If you do not accept these Terms and Conditions, you will not be permitted to enrol in the Programme and use the Software.

2. Interpretation

- 2.1 Unless the context of these Terms and Conditions to:
 - 2.1.1 "writing", and any communication by electronic means, includes a reference to any transmission or similar means;
 - 2.1.2 a statute or regulation, means a reference to that statute or regulation in force at the relevant time;
 - 2.1.3 "these Terms and Conditions", means a reference to these Terms and Conditions;
 - 2.1.4 a Schedule, means a reference to a Schedule of these Terms and Conditions; and
 - 2.1.5 a Clause or paragraph, means a reference to a Clause of these Terms and Conditions;
 - 2.1.6 a "Party" or "parties", means the parties to these Terms and Conditions.
- 2.2 The headings used in these Terms and Conditions shall have no legal effect.
- 2.3 Words imparting the singular shall include the plural and vice versa.
- 2.4 References to any gender shall include the other gender.

Each reference in these Terms and Conditions to:

"writing", and any communication by electronic means, includes a reference to any transmission or similar means;

a statute or regulation, means a reference to that statute or regulation in force at the relevant time;

"these Terms and Conditions", means a reference to these Terms and Conditions;

a Schedule, means a reference to a Schedule of these Terms and Conditions; and

a Clause or paragraph, means a reference to a Clause of these Terms and Conditions;

a "Party" or "parties", means the parties to these Terms and Conditions.

The headings used in these Terms and Conditions are for convenience only and shall have no legal effect.

Words imparting the singular shall include the plural and vice versa.

References to any gender shall include the other gender.

3. Eligibility and Enrolment

- 3.1 Your application to enrol in the Programme shall be assessed on the basis of the eligibility criteria set out in Clause 3.
- 3.2 The following factors shall be taken into consideration when assessing your application to enrol in the Programme:
 - 3.2.1 <<insert factor 1>>;
 - 3.2.2 <<insert factor 2>> (as required).

Your application to enrol in the Programme shall be assessed on the basis of the eligibility criteria set out at <<insert URL>> and in this Clause 3.

The following factors shall be taken into consideration when assessing your application to enrol in the Programme:

<<insert factor 1>>;

<<insert factor 2>> (as required).

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3.3 If your application to participate in the Programme is successful we will contact you via email informing you of the details of the Programme including download instructions.

3.4 If your application to participate in the Programme is unsuccessful you will not be informed. Your application will be retained for consideration in future beta testing programmes.

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4. **Licence and Use of Software**

4.1 Upon your enrolment in the Programme you will be granted a non-exclusive licence to use the Software on the terms and conditions set out in this Agreement.

4.2 This licence entitles you to install and use the Software on <<insert number>> computer(s) for internal business operation purposes.

4.3 You may not:

4.3.1 Modify the Software;

4.3.2 Reverse engineer, decompile or disassemble the Software;

4.3.3 Create derivative works of the Software;

4.3.4 Reproduce the Software in any form or by any means, including electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, except as may be necessary to install the Software on the number of computers permitted by sub-Clause 4.2;

4.3.5 Resell the Software;

4.3.6 Sub-licence the Software;

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5. **Disclaimer of Warranties**

5.1 The Software is provided "as is" and is released solely for the purposes of testing. We do not warrant that the Software is not a finished product and does not contain any defects. The Software is provided "as is" and is released solely for the purposes of testing.

5.2 We make no representation or warranty that the Software will meet your requirements, be of a particular quality, be fit for a particular purpose, be compatible with all operating systems or hardware, or be secure.

5.3 You acknowledge that the use of the Software may lead to data loss or other damage to your computer or network system hereon.

5.4 You acknowledge that the use of the Software is at your own risk.

5.5 We shall not be liable for any direct, consequential or incidental loss or damage of any kind resulting from the use of the Software or its use.

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6. **Beta Test Period**

6.1 [The Beta Test Period shall be for a period of <<insert date>>].
OR

[The Beta Test Period shall be for a period of <<insert period>> from <<e.g. the date on which the Software was first made available to the public>>].

6.2 The Beta Test Period shall be terminated or terminated immediately at the discretion of the Company.

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- our sole discretion.
- 6.3 At the end of the Beta Period the Software shall automatically cease to function.
7. **Software Updates**
- 7.1 We may from time to time release updates for the Software. [You be URL for downloading and installing the updates (and automatic updates)].
- 7.2 [You are under no obligation to do so as this enables us to monitor the performance of the Software and any updates that we release and when they become available. This enables us to monitor the performance of the Software and any updates that we release and when they become available.]
8. **Support**
- No specific technical support will be provided for the Software. You are free to submit general enquiries to us, but we have no obligation to answer them or to provide support for the Software.
9. **Reporting and Feedback**
- 9.1 [The Software produces logs and other diagnostic files. You should ensure that, if your computer is connected to the internet, any firewall or other security that you may have is configured to allow the Software to send data to us.]
- 9.2 You will from time to time be asked to submit feedback to us. Failure to provide feedback may result in your exclusion from the Programme in accordance with the Terms of the Programme.
- 9.3 You hereby acknowledge that by submitting feedback to us you automatically grant us a non-exclusive, irrevocable, royalty free licence to use that feedback for any purpose appropriate including, but not limited to:
- 9.3.1 The use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, sale of the feedback; and
- 9.3.2 The creation, publication, distribution, transmission, broadcasting, licensing, sub-licensing, sale of any derivative works based on the feedback.
- 9.4 Our use of the feedback will not involve any rights or interests upon you whatsoever.
10. **Data Protection**
- 10.1 When submitting your feedback you agree that you will not include any personal data in the Programme and when

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downloading and using the Software, you may be required to provide certain personal information, including, but not limited to, your name, date of birth and email address. Under the provisions of the Software, we may also obtain details about your computer's system, including, but not limited to, IP and MAC addresses.

10.2 Any data collected by the Software shall be processed and held in accordance with the Company's policies, including, but not limited to, the UK data protection principles of UK data protection law, including, but not limited to, the UK GDPR, Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003.

10.3 All data collected and processed by the Software shall be governed by our <<Privacy Policy>> (insert hyperlink)>>

11. Confidentiality and Non-disclosure

11.1 For the purposes of this Clause, "Confidential Information" means the Software itself, any documentation, [and any other information produced by the Software].

11.2 You acknowledge and agree that you shall, at all times during the term of the Software, and for <<insert period>> after its conclusion]:

11.2.1 keep confidential the Confidential Information;

11.2.2 not disclose the Confidential Information to any other party;

11.2.3 not use any Confidential Information for any purpose other than as contemplated in the Software Terms and Conditions; and

11.2.4 not make a disclosure of Confidential Information.

11.3 You may:

11.3.1 disclose any Confidential Information to any governmental or other authority or person or body in question that the Confidential Information is required to be disclosed; and

11.3.2 use any Confidential Information for any purpose, or disclose it to any other person or body, if it is at the date of your acceptance of these Terms and Conditions, or any time after that date becomes, or is, or may become, part of the public knowledge, or your own, provided that in doing so you do not disclose Confidential Information which is not public knowledge.

11.4 The provisions of this Clause shall continue in force in accordance with their terms, notwithstanding the termination or expiry of the Programme or your enrolment thereon.

12. Termination

12.1 Your enrolment in the Programme shall terminate at the end of the term of the Software.

12.2 We reserve the right to terminate your enrolment in the Programme prior to

may be required to provide certain personal information, including, but not limited to, your name, date of birth and email address. Under the provisions of the Software, we may also obtain details about your computer's system, including, but not limited to, IP and MAC addresses.

processed and held in accordance with the Company's policies, including, but not limited to, the UK data protection principles of UK data protection law, including, but not limited to, the UK GDPR, Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003.

governed by our <<Privacy Policy>> (insert hyperlink)>>

"Confidential Information" means the Software itself, any documentation, [and any other information produced by the Software].

not as provided by sub-Clause 11.3 <<insert period>>, you shall, at all times during the term of the Software, and for <<insert period>> after its conclusion]:

information;

tion to any other party;

n for any purpose other than as contemplated in the Software Terms and Conditions; and

h possession of any Confidential Information.

on to any governmental or other authority or person or body in question that the Confidential Information is required to be disclosed; and

any purpose, or disclose it to any other person or body, if it is at the date of your acceptance of these Terms and Conditions, or any time after that date becomes, or is, or may become, part of the public knowledge, or your own, provided that in doing so you do not disclose Confidential Information which is not public knowledge.

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licence to use the Software shall terminate at the end of the term of the Software.

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the end of the Beta Test Period in accordance with sub-Clause 6.2 in which

commit a material breach of these

12.3 We reserve the right to terminate your licence shall survive the termination of the Beta Test Period or

est Period in accordance with sub-Clause 6.2 in which

12.4 Any and all obligations arising from the use of the Software shall also terminate upon the expiration of the Beta Test Period or the termination of this Clause 12.

essly or by their nature continue the Beta Test Period or this Clause 12.

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13. Indemnification

You hereby acknowledge and agree to hold us harmless from any third party which

for, and shall indemnify <<insert company name>> against damages, loss, claims or proceedings arising from the use of the Software.

14. Assignment

You may not assign, transfer or otherwise make over to any third party the benefit and/or the use of the Software without our prior written consent, such consent

by other manner make over to any third party the benefit and/or the use of the Software without our prior written consent, such consent

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15. Relationship of Parties

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership, the relationship between you and <<insert company name>>

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16. Severance

In the event that one or more provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable, that / those provisions shall nevertheless be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall remain valid and enforceable.

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17. Modification

17.1 We may modify the Terms and Conditions at any time. In the event that modifications are made, we will publish details of them on our website at <<insert website address>> and we will send you an email detailing the modifications.

Terms and Conditions at any time. In the event that modifications are made, we will publish details of them on our website at <<insert website address>> and we will send you an email detailing the modifications.

17.2 If you do not agree to the modified terms and conditions we may terminate your access to the Software upon publication of those terms and conditions and you shall be deemed to have accepted them. If you wish to leave the Programme, you shall notify us at least 30 days prior to the termination of the Programme.

modified terms and conditions we may terminate your access to the Software upon publication of those terms and conditions and you shall be deemed to have accepted them. If you wish to leave the Programme, you shall notify us at least 30 days prior to the termination of the Programme.

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18. Law and Jurisdiction

18.1 These Terms and Conditions shall govern the relationship between you and us and shall govern any non-contractual matters and disputes (including those arising out of or in connection with the Software) shall be governed by, the law of the United Kingdom and shall be governed by, the jurisdiction of the courts of the United Kingdom.

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and construed in accordance with the law of England and Wales.

18.2 Any dispute, controversy or claim between the Parties relating to these Terms and conditions, and any non-contractual matters and obligations arising from or in connection with (and therewith) shall fall within the jurisdiction of the courts of England and Wales.

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