BETA SOFTWARE T̶ ̶NS (CLOSED BETA)

BACKGROUND:

These Terms and Conditions crea̶ ̶ you and <<insert company name>> (hereinafter referred to by ̶ ̶ur"). These Terms and Conditions govern your enrolment ̶ ̶amme ("the Programme") of the beta version <<insert version num̶ ̶ of Software>> ("the Software"), including any and all related comp̶ ̶on.

1. **Agreement**

    1.1 By accepting these ̶ ̶and submitting your application to enrol in the Progr̶ ̶be bound by these Terms and Conditions and here̶ ̶nding Agreement with us.

    1.2 If you do not accep̶ ̶itions, you will not be permitted to enrol in the Program̶ ̶use the Software.

2. **Interpretation**

    2.1 Unless the context ̶ ̶ch reference in these Terms and Conditions to:

    2.1.1 "writing", an̶ ̶on, includes a reference to any communicat̶ ̶transmission or similar means;

    2.1.2 a statute or ̶ ̶e is a reference to that statute or provision as ̶ ̶at the relevant time;

    2.1.3 "these Term̶ ̶ reference to these Terms and Conditions;

    2.1.4 a Schedule i̶ ̶rms and Conditions; and

    2.1.5 a Clause or ̶ ̶e to a Clause of these Terms and Conditions; ̶

    2.1.6 a "Party" or̶ ̶the parties to these Terms and Conditions.

    2.2 The headings used ̶ ̶nditions are for convenience only and shall have n̶ ̶erpretation of these Terms and Conditions.

    2.3 Words imparting the̶ ̶clude the plural and vice versa.

    2.4 References to any g̶ ̶ther gender.

3. **Eligibility and Enrolment**

    3.1 Your application to ̶ ̶shall be assessed on the basis of the eligibility criteri̶ ̶e at <<insert URL>> and in this Clause 3.

    3.2 The following facto̶ ̶nsideration when assessing your application to enrol ̶

    3.2.1 <<insert fact̶ ̶specification>>;

    3.2.2 <<insert fact̶ ̶as required).

3.3 If your application to [...] is successful we will contact you via email informing [...] further details of the Programme including download [...].

3.4 If your application t[...] is unsuccessful you will not be informed. Your ap[...] [re]tained for consideration in future beta testing progra[...].

4. **Licence and Use of Softw[...]**

4.1 Upon your enrolme[...] [y]ou will be granted a non-exclusive licence to use the S[...] terms and conditions.

4.2 This licence entitles [...] and use the Software on <<insert number>> compute[...] [applic]ation purposes.

4.3 You may not:

4.3.1 Modify the S[...];

4.3.2 Reverse eng[...] [disa]ssemble the Software;

4.3.3 Create deriv[...] [the] Software;

4.3.4 Reproduce t[...] [an]y copies beyond those necessary to install the [...] [numb]er of computers permitted by sub-Clause 4.2;

4.3.5 Resell the S[...];

4.3.6 Sub-licence [...].

5. **Disclaimer of Warranties [...]**

5.1 The Software is [...] and is released solely for the purposes of testing [acknow]ledge that the Software is not a finished product an[...] [d]efects. The Software is provided "as is".

5.2 We make no repr[...] that the Software will meet your requirements, be [...] be fit for a particular purpose, be compatible with all [...] be secure.

5.3 You acknowledge [...] may lead to data loss or other damage to your co[...] [th]ereon.

5.4 You acknowledge th[...] [Softw]are is at your own risk.

5.5 We shall not be lia[...] [direc]t, consequential or incidental loss or damage of any ki[...] [relat]ing to the Software or its use.

6. **Beta Test Period**

6.1 **[**The Beta Test Peri[...] [<<]insert date>>.**]**
OR
[The Beta Test Pe[...] period of <<insert period>> from <<e.g. the date on [...] [Soft]ware>>.**]**

6.2 The Beta Test Perio[...] [red]uced or terminated immediately at

our sole discretion.

6.3   At the end of the B[   ]ware shall automatically cease to function.

7.   Software Updates

7.1   We may from time [   ]est Period release updates for the Software. **[You be[   ]ir availability and provided with a URL for downloadi[   ] will automatically download and install the updates ([   ]d automatic updates)]**.

7.2   **[You are under no [   ]es, however it is preferred that you do so as this enabl[   ]e data on the performance of the Software and any u[   ]**
OR
[You are required t[   ]and when they become available. This enables us to [   ]n the performance of the Software and any updates tha[   ]

8.   Support

No specific technical supp[   ]Software. You are free to submit general enquiries to us, h[   ]o obligation to answer them or to provide support for the Sof[   ]

9.   Reporting and Feedback

9.1   **[The Software prod[   ]ts and other diagnostic files. You should ensure that, [   ]mputer is connected to the internet and any firewall or [   ]u may have is configured to allow the Software to sen[   ]o us.]**

9.2   You will from time [   ]ubmit feedback to us. Failure to provide feedback [   ]esult in your exclusion from the Programme in acco[   ]

9.3   You hereby ackn[   ]ubmitting feedback to us you automatically grant [   ]al, irrevocable, royalty free licence to use that feedbac[   ]ropriate including, but not limited to:

9.3.1   The use, pub[   ]nsmission, broadcasting, licensing, sub-licensing[   ]le of the feedback; and

9.3.2   The creation[   ]ution, transmission, broadcasting, licensing, su[   ]nding and sale of any derivative works based[   ]

9.4   Our use of the fee[   ]any rights or interests upon you whatsoever.

10.   Data Protection

10.1   When submitting y[   ]ol in the Programme and when

downloading and u[...]ay be required to provide certain personal informatio[...]d to, your name, date of birth and email address. Und[...]s we may also obtain details about you computer's syst[...]IP and MAC addresses.

10.2 Any data collected [...]rocessed and held in accordance with the Company'[...] arising under the provisions and principles of UK d[...]uding, but not limited to, the UK GDPR, Data Pro[...]d the Privacy and Electronic Communications Re[...]

10.3 All data collected a[...]overned by our <<Privacy Policy (insert hyperlink)>>[...]

11. Confidentiality and Non-d[...]

11.1 For the purposes [...]nfidential Information" means the software itself, any[...]o the Software and includes all documentation, **[an[...]oduced by the Software]**.

11.2 You acknowledge a[...]t as provided by sub-Clause 11.3 or as authorised in[...]ompany name>>, you shall, at all times during the [...]d for <<insert period>> after its conclusion**]**:

    11.2.1 keep confide[...]rmation;

    11.2.2 not disclose [...]tion to any other party;

    11.2.3 not use any [...]n for any purpose other than as contemplate[...]e Terms and Conditions; and

    11.2.4 not make a[...]h possession of any Confidential Information.

11.3 You may:

    11.3.1 disclose any[...]n to any governmental or other authority or [...]extent only as is required by law, subject to th[...]erson or body in question that the Confidential [...]l; and

    11.3.2 use any Co[...]any purpose, or disclose it to any other perso[...]t is at the date of your acceptance of these Ter[...]any time after that date becomes, public knowl[...]your own, provided that in doing so you do n[...]at Confidential Information which is not public[...]

11.4 The provisions of t[...]tinue in force in accordance with their terms, notwith[...]n or expiry of the Programme or your enrolment ther[...]

12. Termination

12.1 Your enrolment in t[...]r licence to use the Software shall terminate at the en[...]

12.2 We reserve the rig[...]olment in the Programme prior to

the end of the Bet... ...mmit a material breach of these Terms and Conditio...

12.3 We reserve the righ... ...est Period in accordance with sub-Clause 6.2 in which... ...the Software shall also terminate.

12.4 Any and all obliga... ...ssly or by their nature continue beyond the termina... ...iration of the Beta Test Period or your licence shall su... ...this Clause 12.

13. **Indemnification**

You hereby acknowledge... ...for, and shall indemnify <<insert company name>> against... ...ages, loss, claims or proceedings from any third party which a... ...e Software.

14. **Assignment**

You may not assign, trans... ...y other manner make over to any third party the benefit and/... ...s and Conditions without our prior written consent, such cons... ...ly withheld.

15. **Relationship of Parties**

Nothing in these Terms a... ...eate, or be deemed to create, a partnership, the relationsh... ...t, or of employer and employee between you and <<insert...

16. **Severance**

In the event that one or... ...of these Terms and Conditions is found to be unlawful, invali... ...eable, that / those provisions shall be deemed severed from... ...se Terms and Conditions. The remainder of these Terms a... ...alid and enforceable.

17. **Modification**

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

17.2 If you do not agree... ...ified terms and conditions we may introduce, you shou... ...sing the Software upon publication of those terms an... ...n us that you wish to leave the Programme.

18. **Law and Jurisdiction**

18.1 These Terms and... ...any non-contractual matters and obligations arising... ...therewith) shall be governed by,

and construed in ac   of England and Wales.

18.2   Any dispute, contro   aim between the Parties relating to
        these Terms and   any non-contractual matters and
        obligations arising   d therewith) shall fall within the
        jurisdiction of the co   es.