



# TERMS & CONDITIONS FOR BETA SOFTWARE

THIS PAGE (TOGETHER WITH THE DOCUMENTS REFERRED TO ON IT) CONTAINS THE TERMS AND CONDITIONS OF USE OF "SIDESPEAK BETA SOFTWARE" TO BE ACCEPTED BEFORE INSTALLATION OF ANY "SIDESPEAK BETA SOFTWARE". PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING OR USING ANY SOFTWARE FROM THIS WEBSITE. YOU SHOULD UNDERSTAND THAT BY INSTALLING ANY SOFTWARE FROM THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SIDESPEAK. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, ABANDON THE REGISTRATION PROCESS AND DO NOT INSTALL OR USE "SIDESPEAK BETA SOFTWARE".

## 1. BETA USER CONDITIONS

1.1 Your use of the SIDESPEAK Beta Software is governed by these terms and conditions ("Beta User Conditions") which you should read carefully before installing and using SIDESPEAK Beta Software. These Beta User Conditions represent a binding contract between SIDESPEAK and you. If you do not agree with these Beta User Conditions, please do not install or use SIDESPEAK Beta Software.

1.2 SIDESPEAK may update or amend these Beta User Conditions at any time. SIDESPEAK will communicate such changes to you via email or website.



1.3 These Beta User Conditions apply to you regardless of how you have accessed the SIDESPEAK Beta Software and regardless of the territory in which you live or conduct business.

## 2. SIDESPEAK BETA SOFTWARE; LIMITED WARRANTY AND LIABILITY

2.1 Although utilizable by experienced users, SIDESPEAK Beta Software is still being developed, tested and evaluated. SIDESPEAK Beta Software has not been released for sale, distribution or any use by the general public.

2.2 SIDESPEAK BETA SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USE OF SIDESPEAK BETA SOFTWARE IS ENTIRELY AT YOUR OWN RISK AND MAY VOID WARRANTY ON YOUR PRODUCT. SHOULD SIDESPEAK BETA SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY MAINTENANCE, SERVICING OR REPAIR. IT IS THEREFORE YOUR RESPONSIBILITY TO TAKE ADEQUATE PRECAUTION AGAINST POSSIBLE DAMAGES RESULTING FROM THE USE OF SIDESPEAK BETA SOFTWARE. SIDESPEAK BETA SOFTWARE SHOULD UNDER NO CIRCUMSTANCES BE USED ON SENSITIVE AND/OR VALUABLE DATA. IF YOU ARE IN ANY DOUBT, PLEASE DO NOT INSTALL AND/OR USE SIDESPEAK BETA SOFTWARE.

2.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIDESPEAK WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SIDESPEAK BETA SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF SIDESPEAK BETA SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS). IN NO EVENT SHALL SIDESPEAK LIABILITY EXCEED THE PRICE YOU PAID FOR SIDESPEAK BETA SOFTWARE, IF APPLICABLE.

2.4 WE EXPRESSLY REPRESENT THAT SIDESPEAK BETA SOFTWARE IS NOT A FINAL PRODUCT AND, AS SUCH, MAY CONTAIN VARIOUS ERRORS, DEFECTS AND IT MAY BE UNSTABLE. WE DO NOT RECOMMEND INSTALLING



SIDESPEAK BETA SOFTWARE DURING FULL OR EVERYDAY OPERATION. FURTHERMORE, WE DO NOT RECOMMEND INSTALLING OR USING SIDESPEAK BETA SOFTWARE UNLESS YOU ARE AN EXPERIENCED USER.

### 3. TECHNICAL SUPPORT

SIDESPEAK may not provide direct technical support, maintenance or any other services for any SIDESPEAK Beta Software.

### 4. UPDATES

SIDESPEAK, in its sole discretion, may provide you with any Updates at any time. Such Updates will be deemed to form part of SIDESPEAK Beta Software for all purposes under these Beta User Conditions, unless other terms of use are provided by SIDESPEAK in connection with such Updates.

### 5. COPYRIGHT LICENCE

Specific terms and conditions of a copyright license granted to you by SIDESPEAK and entitling you to use SIDESPEAK Beta Software for the purposes of evaluation and testing are included in the End User Software License Agreement concluded between SIDESPEAK and you (EULA). In order to use the SIDESPEAK Beta Software you are required to accept these Beta User Conditions, the EULA and SIDESPEAK Privacy Policy.

### 6. FEEDBACK

You will give SIDESPEAK feedback about SIDESPEAK Beta Software consisting of, without limitation, your suggestions, comments or any other feedback, whether it is required or provided on a voluntary basis ("Feedback"). If you provide SIDESPEAK with any Feedback, as part of the testing and evaluation of SIDESPEAK Beta Software, you agree that: (a) SIDESPEAK may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Feedback in any SIDESPEAK product, specification or other documentation; and (b) you will not give SIDESPEAK any Feedback (i) that you have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or



(ii) that is subject to license terms that seek to require any SIDESPEAK product incorporating or derived from any Feedback, or other SIDESPEAK intellectual property, to be licensed to or otherwise shared with any third party.

## 7. PRIVACY POLICY

SIDESPEAK recognizes the importance of maintaining the privacy of personal data which it collects and processes. By accepting these Beta User Conditions you expressly agree to be bound by the SIDESPEAK Privacy Policy.

## 8. CONFIDENTIALITY

8.1 SIDESPEAK Beta Software, any information relating to beta testing progress and results, the Feedback, any product-related information and any other proprietary technology or know-how provided to you in whatever form by SIDESPEAK in connection with testing and evaluation of SIDESPEAK Beta Software is confidential (“Confidential Information”).

8.2 You will keep, and ensure that any and all persons, firms, companies or organizations associated with you keep, all Confidential Information confidential and not disclose it to any person, unless permitted under this clause. This confidentiality obligation does not apply to the disclosure of Confidential Information which: (a) is or comes into public domain, except through breach of the confidentiality obligation under this clause; (b) comes lawfully into your possession from a third party who is not bound by a confidentiality obligation relating to such Confidential Information; (c) is required to be disclosed by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, or any law, provided that you will promptly notify SIDESPEAK in writing, or (d) is disclosed by you with SIDESPEAK prior written consent.

8.3 UNDER NO CIRCUMSTANCES MAY ANY INFORMATION ABOUT THE TESTING PROGRESS AND/OR RESULTS BE PROVIDED TO PERSONS THAT ARE NOT INVOLVED IN THE BETA TESTING PROCESS. ANY PUBLICATION OF BETA VERSIONS TESTING RESULTS, REVIEWS OR EVALUATIONS IS ONLY PERMITTED WITH THE PRIOR WRITTEN CONSENT OF SIDESPEAK.



## 9. LANGUAGE

The governing language of these Beta User Conditions is English. Although SIDESPEAK may provide one or more translations for your convenience, the English version shall prevail in the event of any conflict or discrepancy between the English and any other language version of these Beta User Conditions.

## 10. GOVERNING LAW

These Beta User Conditions will be governed by the laws of the State of New York.

## 11. DISPUTE RESOLUTION

All disputes arising out of or in connection with these Beta User Conditions shall be finally decided by state or federal courts sitting in the State of New York.

## 12. ENTIRE AGREEMENT

These Beta User Conditions (together with the documents to which they refer) contain the whole agreement between you and SIDESPEAK relating to the use of The SIDESPEAK Beta Software and supersede all previous agreements between you and SIDESPEAK relating to it. You acknowledge that in agreeing to these Beta User Conditions you have not relied on any representation, warranty or other assurance.