

Product Specific Terms (PST)

Beta Products



Last Updated: October 11th, 2023

Any use of a Beta Product (as defined in [Section 1.1](#) of these PST) by a Customer under an Order shall be subject to these PST which are deemed an integral part of such Order.

Capitalized terms used but not defined in this PST have the meanings given to them in the Agreement.

1. DEFINITIONS

- 1.1. **Beta Product** within the meaning of these PST means any SaaS Product, functionalities and/or features and/or versions thereof, Professional Service or other service or part thereof that is provided and/or labeled and/or versioned as “beta”, “alpha”, “test”, “testing” “preview”, “pre-release” or “experimental” or otherwise been agreed upon to be a Beta Product.
- 2.2. **Beta Service Levels.** Any Service Level Agreements agreed upon shall not be applicable to any Beta Products or the use thereof.
- 2.3. **Beta Feedback.** Uberall may request Customer to provide feedback and/or information regarding the use, testing and/or evaluation of Beta Products (“**Beta Feedback**”). Customer shall provide such Beta Feedback upon request without undue delay. Uberall will own and may use and evaluate all Beta Feedback for its own purposes. In the event and to the extent the Agreement permits the use of the brand name and/or logo of Customer for reference purposes, such right to use shall include the use of such together with the Beta Feedback as well.

2. USE AS BETA PRODUCT

- 2.1. **Disclaimer.** CUSTOMER ACKNOWLEDGES THAT ANY BETA PRODUCTS ARE NOT READY FOR COMMERCIAL RELEASE AND MAY CONTAIN ERRORS, BUG, DEFECTS OR HARMFUL COMPONENTS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, UBERALL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF THE BETA PRODUCTS. UNLESS EXPRESSLY STATED OTHERWISE, NO WARRANTY PROVIDE FOR SAAS PRODUCTS SHALL BE APPLICABLE TO BETA PRODUCTS. NEITHER UBERALL (NOR ANY OF ITS AFFILIATES, SUPPLIERS OR LICENSORS) WARRANTS OR REPRESENTS THAT THE BETA PRODUCT(S), WILL BE UNINTERRUPTED, READY FOR COMMERCIAL USE, ERROR-FREE, OR SECURE, OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER’S PRIVACY, TECHNOLOGY, SOFTWARE, DATA, CONFIDENTIAL INFORMATION, OR OTHER MATERIALS.
- 2.4. **Confidentiality.** Any Beta Product and/or its functionalities and features and/or and/or information on or visualizations of such and/or any Beta Feedback shall be regarded as Confidentiality Information of Uberall.
- 2.5. **Beta Period.** Notwithstanding the Term, the Parties agree that any Beta Products may only be provided for a limited period of time (“**Beta Period**”). Uberall may modify the Beta Products or parts thereof or suspend or terminate Customer’s access to or use of any Beta Products or change the Beta Period at any time without prior notice.
- ### 3. MISCELLANEOUS
- 3.1. **Hierarchy.** In any event of a conflict between the provisions of these PST and any part of the Agreement directly referenced in the Order other than the Order itself, these PST shall prevail but only with respect to the respective conflict.
- 3.2. **Other PST.** In the event and to the extent that the Beta Product is part of another SaaS Product for

the use which any other PST are applicable, such PST shall remain unaffected by these PST.

- 3.3. Changes.** These PST may be updated or amended by Uberall at any time, including lowering or raising any usage limitations related to access to or use of any Beta Products at any time.