

MONTYCLOUD BETA SERVICES TERMS AND CONDITIONS

These Beta Services Terms and Conditions (“**Beta Terms**”) form part of the [MontyCloud Subscription Terms and Conditions](#) (“**Agreement**”) and the Subscription Order by and between MontyCloud (“**MontyCloud**,” “**we**,” “**us**”) and the Customer (“**Customer**” or “**You**”) and are hereby incorporated therein. MontyCloud and Customer are sometimes referred to collectively as the “**Parties**” and individually as a “**Party**.”

These Beta Terms govern Customer's access to and use of the Beta Services, as defined herein. If the parties have entered into a separate agreement governing the provision of non-Beta services (the "Main Agreement"), the Main Agreement shall govern those non-Beta services. For the avoidance of doubt, (a) these Beta Terms do not modify, supersede, or incorporate by reference any terms of the Main Agreement, and (b) the Main Agreement does not extend to or govern the Beta Services unless the parties expressly agree otherwise in writing.

1. PURPOSE

These Beta Terms govern Customer's access to and use of MontyCloud's beta services, including any pre-release, pilot, preview, experimental, or early-access features, functionality, software, APIs, platforms, or tools made available by MontyCloud designated as "beta," "pilot," "preview," or similar ("Beta Services"). The Beta Services may include third-party hosted infrastructure, integrations, and components used to deliver such Beta Services.

2. DEFINITIONS

Some terms used in these Beta Terms are defined in the [MontyCloud Subscription Terms and Conditions](#).

3. RIGHTS AND RESTRICTIONS

- a. **Rights.** MontyCloud hereby grants to Customer a limited, nonexclusive, nontransferable, nonsublicensable, revocable right during the Term to:
 - i. access and use the Beta Services, its features and any associated solutions that interact with the Beta Services for Customer’s business purposes; and
 - ii. invite and enable Authorized Users to create an Account and access and use the Beta Services, as described herein during the Term. Customer is responsible for all Authorized Users’ acts and omissions when using the Beta Services.
- b. **Acceptable Use and Use Restrictions.** You agree to use the Beta Services in accordance with the [MontyCloud Subscription Terms and Conditions](#), all other applicable terms and policies, and in compliance with applicable laws.
- c. **As Is and As Available.** You understand and acknowledge that the Beta Services are being provided on an “As Is” or “As Available” basis. The Beta Services may contain bugs, errors, and other problems. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE BETA SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA. In addition, we are not obligated to provide any maintenance, technical, or other support for the Beta Services.

4. TERM AND TERMINATION

- a. **Term and Termination of the Agreement.** The term of this Agreement will commence on the Effective Date and will continue until the general release (General Availability or "GA") of the Beta Service to the public, or its discontinuation (the "**Term**"). We may terminate, suspend, deny access to or limit your use of the Beta Services at any time in our sole discretion, with or without cause, with or without notice, and without liability to you.
- b. **Effect of Termination.** In the event of any termination of the Term all of Customer's and each Authorized User's rights under this Agreement will immediately terminate and Customer and all Authorized Users will immediately cease any access or use of the Beta Services; and

5. FEES, PAYMENTS AND TAXES

- a. **Beta Services Fees.** The Beta Services are provided at no charge. No fees shall apply to Customer's access to or use of the Beta Services unless the Parties subsequently agree otherwise in writing.

6. INTELLECTUAL PROPERTY

- a. **Beta Services.** MontyCloud, its licensors, and its service providers retain all right, title, and interest in and to the Beta Services, including all related intellectual property rights. MontyCloud reserves all rights not expressly granted to Customer under this Agreement. This Agreement and the Subscription Order(s) creates no implied rights. Customer acknowledges that the Beta Services in source code form is and will remain the intellectual property of MontyCloud and/or its licensors and that the source code is not licensed to Customer by this Agreement or any Subscription Order(s) and will not be provided by MontyCloud. Customer and its Authorized Users shall not delete or in any manner alter the copyright, trademark, and other proprietary notices of MontyCloud appearing on the Beta Services or any portion thereof.
- b. **Customer Data.** Except for the limited rights expressly granted herein, as between MontyCloud and Customer, Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants MontyCloud a limited, non-exclusive license to use, display, and modify the Customer Data solely as necessary to provide the Beta Services in accordance with this Agreement. Customer represents and warrants that: it owns or otherwise has and will have the necessary rights and consents in and relating to any data it makes accessible to MontyCloud, including by presenting, complying with, and enforcing all appropriate disclosure, consent, and notice requirements at the point of collection of data, so that, as accessed, received, and processed by MontyCloud in accordance with this Agreement, the data does not and will not infringe, misappropriate, or otherwise violate any data, privacy, or any other rights of any third party, or violate any applicable laws.
- c. **Statistical Information.** MontyCloud may collect data and information related to Customer's use of the Beta Services ("Statistical Information"), which MontyCloud uses in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Beta Services, to improve MontyCloud's offerings, or to create new offerings. MontyCloud is the owner of all Statistical Information and all related intellectual property rights.

7. ARTIFICIAL INTELLIGENCE ("AI")

Customer acknowledges and agrees that the Beta Services may include features, applications, bots, and other functionalities based on artificial intelligence and machine learning data models. MontyCloud may collect and use data of Customer's interaction with, or use of AI in order to improve the Beta Services or provide the Beta Services to Customer.

8. THIRD-PARTY SERVICE PROVIDERS

Customer acknowledges that the Beta Services may use third-party service providers to provide the Beta Services and/or transfer Customer Data to a third-party service provider. MontyCloud shall have no liability to Customer for any acts, omissions, errors, outages, data loss, security incidents, or service degradation caused or contributed to by any third-party service provider, including but not limited to failures in availability, performance, data integrity, or security controls. Customer acknowledges that use of the Beta Services is subject to the terms, limitations, and service levels imposed by the applicable third-party service provider, and MontyCloud makes no representations or warranties regarding the conduct or performance of any third-party service provider.

9. MONITORING

We may monitor how you use the Beta Services, and we may use that information to improve the Beta Services or our other products and services.

10. CONFIDENTIAL INFORMATION

You acknowledge and agree that: (i) the Beta Services and related information constitute MontyCloud Confidential Information as defined in the [MontyCloud Subscription Terms and Conditions](#), and require you to keep such details strictly confidential, and (ii) the unauthorized release of the MontyCloud Confidential Information disclosed in connection with the Beta Services would damage our competitive and intellectual property interests.

11. DISCLAIMER OF WARRANTIES

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE BETA SERVICES ARE PROVIDED BY US ON AN "AS IS" BASIS AND "AS AVAILABLE" BASIS, AND YOUR ACCESS TO, PARTICIPATION AND/OR USE OF BETA SERVICES IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY OF THE SERVICES WILL MEET YOUR REQUIREMENTS AND/OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE. WE DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA OUTPUT FROM, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY OF THE SERVICES IS DONE AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM AND/OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE BETA SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

12. LIMITATION OF LIABILITY AND INDEMNIFICATION

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, AND/OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THE BETA SERVICES WHETHER DIRECT OR INDIRECT, INCLUDING (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, AND (v) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM LIABILITY HEREUNDER IS LIMITED TO \$100.00. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

You agree to hold harmless and indemnify us, our affiliates and subsidiaries, officers, directors, agents, and employees from and against any third party claim arising from or in any way related to (i) your breach of these Beta Terms, (ii) your use of the Beta Services, or (iii) your violation of applicable laws, rules or regulations in connection with the Beta Services.

13. MISCELLANEOUS

- a. **Conflict or Inconsistency.** In the event of a conflict between other provisions within the MontyCloud Subscription Terms and Conditions or the Subscription Order, and these Beta Terms, the Beta Terms will take precedence as it relates to your use of the Beta Services.
- b. **Applicable Law.** These Beta Terms, and any dispute between the parties related to these Beta Terms, will be governed by the laws of the State of Delaware and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Each party consents to the exclusive jurisdiction and venue of any federal court located in Wilmington, Delaware.