

Beta Service Terms

Last updated: 13/07/2020

1. Beta Services

You also hereby acknowledge that Sensohive has not made any representations, promises or guarantees that the services will ever be announced or made available to anyone in the future and that Sensohive has no express or implied obligation to you to announce or introduce the services. Sensohive may discontinue any Beta Service at any time, in its sole discretion, with or without notice. With respect to the services, this subsection shall supersede any other terms and conditions contained herein, but only to the extent necessary to resolve conflict.

1.1 Description of Beta Services

The services may be a separate, stand-alone service accessible apart from the generally available service to which you subscribe, or it may be a feature or functionality of that service. Further description of the service is provided at the time you enter the Beta Service, and may be updated from time to time by Sensohive or its Distributors as the Beta Program progresses (the "Documentation").

1.2 "As is" status

By accepting these terms or using the services, you understand and acknowledge that the services are being provided as a "beta" version and made available on an "as is" or "as available" basis. The services may contain bugs, errors, and other problems. Sensohive strongly recommends that you back up all data and information prior to using the services if applicable. You assume all risks and all costs associated with your use of the services, including, without limitation, any fees, results from data, product mistakes and cost related to the effect hereof, costs incurred for the use of your device and peripherals, and any damage to any equipment, software, fault in the existing software platform or product, information or data. In addition, sensohive is not obligated to provide any maintenance, technical or other support for the services.

1.3 Feedback

The services are made available to you for purposes of evaluation and feedback without any compensation or reimbursement of any kind from Sensohive. You acknowledge the importance of communication between Sensohive and you during your use of the services and hereby agree to receive related correspondence and updates from Sensohive. In the event you request to opt-out of such communications, your availability OR participation in the Beta services offered might be canceled without further notice. With use of a Beta Service, you might be asked to provide feedback regarding your use of the services. You acknowledge that Sensohive owns any feedback provided, and you hereby grant to Sensohive, if for any reason it is further needed, a perpetual, non-revocable, royalty-free worldwide license to use and/or incorporate such feedback into any Sensohive product or service (including the Services) at any time at the sole discretion of Sensohive. Sensohive will not publish feedback in a way that is attributable to you without your consent.

1.4 Limitations on use

Limitations specific to any service may be contained in the Documentation. You may use the service pursuant to these terms during any period when the Beta Service is available. When a Beta Service is not available, you might no longer have access to the Services or the data from when it was used. Sensohive reserves the right to modify or impose any limitations on the use of the services at any time, with or without notice to you.

2. Use of Beta Services

2.1 Eligibility

You may use a Beta Service upon request and approval by Sensohive, or by invitation from Sensohive OR get access to a Beta Service through existing hardware or software services available. Beta Services will be marked with BETA, beta or Beta. You may only participate in the Beta as a user or customer and have accepted the Standard Terms and Conditions or ANY other related Underlying Agreement for using products or services from Sensohive, and must remain so for the duration of use the Beta Services. The Underlying Agreement

and the Sensohive Privacy Policy are incorporated by reference herein and control for any term not specifically addressed in these Terms.

2.2 Underlying agreement terms control

Unless specifically modified by these Terms, the provisions of the Underlying Agreement continue in full force with regard to your use of the generally available services and these services, including provisions regarding account activity, password security, user content and security breaches.

2.3 Acceptable terms and conditions

Your use of the services is subject to Acceptance of our general Terms and Conditions found [here](#).

2.4 Reverse engineering

Except to the extent permitted by law, you may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code or hardware designs in connection with the services and/or any other aspect of Sensohive technology.

3. Copyright

Sensohive respects the intellectual property rights of others. If you believe the services have been used in a way that constitutes copyright infringement, please notify us as provided in the Underlying Agreement. Sensohive reserves the right to delete or disable allegedly infringing content and to terminate the accounts of users who are repeat infringers. Sensohive also reserves the right to forward the information in the copyright-infringement notice to the user who allegedly provided the infringing content.

4. Intellectual property

You agree that Sensohive owns all legal right, title and interest in and to use of the Beta Services, including all intellectual property rights, and except for the license provided

herein, no other rights or permissions to any of the services is granted. Nothing herein gives you a right to use any of Sensohive trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

5. Modification and termination of the service

Sensohive reserves the right to modify or terminate the Beta Services, or your use of the Beta Services, to limit or deny access to the services and/or participation in the Beta Service, at any time, in its sole discretion, for any reason, with or without notice and without liability to you. You may discontinue your use of the Services at any time.

6. Disclaimer of warranties

You hereby acknowledge and agree that the services are provided by Sensohive on an “as is” basis and as available, and your access to and/Or use of the Sensohive beta services, is at your sole risk. To the extent permitted by applicable law, Sensohive expressly disclaims all and you receive no warranties and conditions of any kind, whether express or implied, including, but not limited to, those of merchantability, satisfactory quality, title, fitness for a particular purpose and non-infringement. Sensohive makes no warranty that any of the services will meet your requirements and/Or that the services will be uninterrupted, timely or error-free, nor does Sensohive 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 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 or access to faulty data that results from accessing using or download of such material and/Or data. No information or advice, whether oral or written, obtained by you from Sensohive or through the 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.

7. Limitation on liability

In no event shall sensohive be liable for any indirect, special, consequential and/Or incidental loss, exemplary or other damages related to these terms and/Or whether direct or indirect: (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 sensohive has been advised of the possibility of such damages. To the extent permitted by applicable law, sensohive liability hereunder is limited to 1000 eur. 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.

8. Indemnification

You agree to hold harmless and indemnify Sensohive, its affiliates, distributors, partners and subsidiaries, officers, directors, agents, and employees (collectively “Sensohive Indemnified Parties”) from and against any third party claim arising from or in any way related to (i) your breach of the Terms, (ii) your use of the Beta Services, (iii) your violation of applicable laws, rules or regulations in connection with the Services, or (iv) your user content, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys’ fees, of every kind and nature. In such a case, Sensohive will provide you with written notice of such claim, suit or action.

9. Confidential information

You acknowledge and agree that: (i) subject to subparagraph (iv), the successful market launch of commercial versions of the services requires you to keep all Sensohive data and information discussed and/or made available through or contained in Beta Service, including, without limitation, the services (collectively the “Confidential Information”) strictly confidential; (ii) the premature release of any of the Confidential Information would damage Sensohive competitive edge and intellectual property rights; (iii) the Confidential Information shall not be shared with anyone other than other authorized participants of the same Beta Services; and (iv) only Confidential Information that has been publicly released by Sensohive may be discussed or shown to the public.

10. Change of the terms

Sensohive reserves the right to make changes to the Terms from time to time and will notify you in such an event. You understand and agree that if you use the services after the date on which the Terms have changed, Sensohive will treat your use as acceptance of the updated Terms.

11. Additional terms

11.1 Compliance with laws

Both parties agree to comply with all applicable local, state, national and foreign laws, rules, and regulations, including, but not limited to, all applicable import and export laws and regulations governing use, transmission and/or communication of content, in connection with their performance, access and/or use of the services.

11.2 International use

You do so on your own initiative and at your own risk and you are responsible for compliance with all relevant laws and regulations. Sensohive does not guarantee that the services shall be appropriate and/or available for use in any particular location.