

# Workable Beta Agreement

By using our Beta Product, you agree to the Terms of this Beta Agreement.

This Agreement is between Workable ("Licensor") and you ("Licensee" or "Customer"). You must be 18 years or older.

## 1. Beta Product

Licensor may provide you with beta software, beta feature, documentation and access to the beta test program (collectively, "Beta Product"). Beta Product participation is subject to this Agreement. Licensor may terminate this Beta Product at any time without cause or advance notice to you. You must keep the Beta Product in your control and take reasonable efforts to prevent others from using it. You are responsible for any loss or damage to your Beta Product or to Licensor's intellectual property rights in it, including loss or damage resulting from the disclosure of the Beta Product. You will immediately notify Licensor if you become aware that the Beta Product provided to you is distributed or transferred to a third party, and you must use your best efforts to help recover the Beta Product and to prevent any further loss of disclosure. The features provided in the Beta Product may not be available in the final release.

## 2. License Grant

Subject to the terms and conditions hereof, Licensor grants to you, a limited non-exclusive, non-transferable, revocable license to use the Beta Product solely for the purpose of your evaluation of the Beta Product and not for general commercial use. Licensor reserves all rights in the Beta Product not explicitly granted to you in this license, including rights to all intellectual property contained in the Beta Product. This license does not include the right to, and you agree not to (a) rent, lease or sublicense the Beta Product or make it available on a network to other users unless explicitly agreed between the parties; (b) modify, adapt,

translate, reverse engineer, decompile, disassemble or derive the source code for the Beta Product; (c) create derivative works from the Beta Product; or (d) copy the Beta Product in an unauthorized manner.

### **3. User Generated Content**

You may have the option to create, post, stream, transmit and provide content such as pictures, logos, trademarks or other information ("User Material") through the Beta Product. To the extent permitted by law, you license Licensor a royalty-free and perpetual right to use, distribute, copy, modify, display, and publish your User Material for any reason without any restrictions or payments to you or any third parties. You acknowledge that you have received good and valuable consideration from Licensor for the license of the rights in your User Material. Licensor may sublicense its rights to your User Material to any third party, including its affiliates. You hereby waive, to the extent permitted by law, all claims, against Licensor and its affiliates or any third party's use of the User Material. By creating, posting, streaming, transmitting or providing Licensor any User Material, you represent and warrant that your User Material does not infringe on the intellectual property or other rights of any third party and is not obscene, defamatory, offensive and you have the appropriate rights to use, create, post, distribute, transmit and provide User Material and to grant Licensor the foregoing license. You must cooperate with Licensor in resolving any dispute that may arise from your User Material.

### **4. Acknowledgment of Beta Product**

Licensee acknowledges and agrees that: (a) the Beta Product is not an official product and has not been commercially released for sale by Licensor; (b) the Beta Product may not operate properly, be in final form or fully functional; (c) the Beta Product may contain errors, design flaws or other problems; (d) it may not be possible to make the Beta Product fully functional; (e) use of the Beta Product may result in unexpected results, loss of data or communications, project delays or other unpredictable damage or loss; (f) Licensor is under no obligation to release a commercial version of the Beta Product; (g) Licensor has the right unilaterally to abandon development of the Beta Product at any time and without any obligation or liability to Licensee and (h) Licensor may, by automatic update or otherwise, modify the Beta Product at any time for any reason. Licensee also acknowledges and agrees that it should not rely on the

Beta Product for any reason. Licensee is solely responsible for maintaining and protecting all data and information that is retrieved, extracted, transformed, loaded, stored or otherwise processed by the Licensee. Licensee will be responsible for all costs and expenses required to backup and restore any data and information that is lost or corrupted as a result of Licensee's use of the Beta Product. In addition, Licensee also acknowledges and agrees that Licensee will not post any comments or other communications which may be offensive or threatening while using the Beta Product and that Licensee will abide by the Customer Obligations as provided for in Clause 3 and by the Customer interaction with Candidates as provided for in Clause 4 of Workable Terms, which are incorporated by reference in this Agreement.

## 5. Disclaimer/Liability Limitations

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## 6. Feedback

Licensee will provide reasonable feedback to Licensor concerning the Beta Product and its functionality. If Licensee provides feedback to Licensor, all such feedback will be the sole and exclusive property of Licensor. Licensee hereby irrevocably transfers and assigns to Licensor and agrees to irrevocably assign and transfer to Licensor all of Customer's right, title, and interest in and to all feedback including all intellectual property rights therein (collectively, "Intellectual Property Rights"). Licensee will not earn or acquire any rights or licenses in the Beta Product or final product or in any Intellectual Property Rights on account of this Agreement or Licensee's performance under this Agreement, even if Licensor incorporates any feedback into the final product of the current Beta Product.

## 7. Confidentiality

Licensee acknowledges that the Beta Product might contain confidential information of the Licensor and agrees not to disclose the Beta Product or any comments regarding the Beta Product to any third party without the prior written approval of Workable. Licensee will maintain the confidentiality of the Beta Product with at least the same degree of care that uses to protect its own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances.

Any unauthorized disclosure to any third party, including but not limited to any trade or consumer press, news agency or any competitor of Workable, might cause significant and irreparable harm to Workable, the extent of which may be difficult to ascertain. Accordingly, Licensee agrees Workable shall be entitled to injunctive relief as well as all other legal remedies that may be available in the event you breach this agreement.

Licensee will not be liable for the disclosure of any confidential information which is: (i) or becomes available in the public domain other than by a breach of this Agreement on Licensee's part; or (ii) rightfully received from a third party without any obligation of confidentiality; or (iii) rightfully known to Licensee without any limitation on use or disclosure prior to its receipt from Workable; or (iv) generally made available to third parties by Workable without restriction on disclosure.

## 8. Miscellaneous

This Agreement is construed and interpreted in accordance with the laws of the country as provided for in the main Services Workable contract. If any provision of this Agreement is held invalid or unenforceable, in whole or in part, that provision will be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between the parties related to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, all of which are merged herein. Sections 3, 4, 5, 6 and 7 survive the termination of this Agreement.

## 9. Questions or Complaints

You may submit any questions or complaints to Customer Support.