

PLOW NETWORKS TEST TERMS

If you use any Services that have been identified as a “Beta” service, limited release, early access, preview, pilot test, or with similar designation (a “Test Service”), then your use of the Test Service is subject to the following terms:

- i. You acknowledge that the Test Service is a pre-release version and may not work properly.
- ii. You acknowledge that your use of the Test Service may expose you to unusual risks of operational failures.
- iii. You should not use the pre-release version of the Test Service in a live production environment. You must not use the Test Service in any hazardous environments, life support, or weapons systems.
- iv. We may terminate the Test Service at any time, in our sole discretion.
- v. The commercially released version of the Test Service may change substantially from the pre-release version, and programs that use or run with the pre-release version may not work with the commercial release or subsequent releases.
- vi. You are not entitled to any service level credits under our service level guarantees for downtime or other problems that may result from your testing.
- vii. During the beta test we will provide support for your use of the Test Service only during our normal business hours – 8:00 a.m. – 5:00 p.m. Monday through Friday, excluding public holidays, in the country in which the Plow Networks entity providing the Test Service is located, and not 24x7 as with our standard services.
- viii. You agree to provide prompt feedback regarding your experience with the Test Service in a form reasonably requested by us, including information necessary to enable us to duplicate errors or problems you experience. You agree that we may use your feedback for any purpose, including product development purposes. At our request you will provide us with comments that we may use publicly for press materials and marketing collateral. Any intellectual property inherent in your feedback or arising from your testing of the service shall be owned exclusively by Plow Networks.
- ix. You agree that all information regarding your beta test, including your experience with and opinions regarding the Test Service, will be “Confidential Information” of Plow Networks, as defined in the Agreement, and may not be disclosed to a third party or used for any purpose other than providing feedback to Plow Networks.
- x. The Test Service is provided "AS IS" with no warranty whatsoever.
- xi. To the extent permitted by applicable law, Plow Networks disclaims any and all warranties with respect to the Test Service including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- xii. Neither of us (nor any of our employees, agents, affiliates, or suppliers) is liable to the other for: (a) any indirect, special, incidental or consequential loss or damages of any kind; (b) any loss of profit; (c) any loss of business; (d) any loss of data; (e) any anticipated savings or revenue; or (f) for any loss that could have been avoided by the damaged party’s use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of such damages
- xiii. Notwithstanding anything in the Agreement to the contrary, except for liability based on fraud or fraudulent misrepresentation and liability for death or personal injury resulting from Plow Networks’ negligence, the maximum aggregate liability of Plow Networks and any of its employees, agents, suppliers, or affiliates in connection with the Test Services, the Agreement, and any act or omission related to the Test Services or Agreement, whether occurring before or after the execution of the Agreement, for breach of contract, tort (including negligence) or otherwise shall not exceed one of the

following: (i) if you are billed in US Dollars, Five Hundred US Dollars (US\$500.00); or, (ii) if you are billed in a currency other than US Dollars, an amount equivalent to Five Hundred US Dollars (US\$500.00) in the currency in which you are billed, such equivalent amount to be determined by Plow Networks.

Version History

Version	Date	Changes
1.0	11/26/2018	N/A

<https://www.plow.net/information/legal/testterms>

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