



ST8MNT Beta / Early Adopter Agreement

Version 1.0

This Beta / Early Adopter Agreement (“**Agreement**”) is entered into by and between ST8MNT LLC (“**Company**”), a California limited liability company, and the undersigned beta customer (“**Customer**”) as of _____ (“**Effective Date**”).

1. Beta Evaluation

Customer agrees to test and evaluate Company’s pre-release software and related documentation (the “**Beta Software**”) for the purpose of providing feedback on functionality, performance, and usability.

2. No Production Use

Customer agrees not to use the Beta Software with production data or for any production or commercial purposes. The Beta Software is provided as-is and may contain bugs, errors, or incomplete functionality.

3. Feedback

Customer agrees to provide Company with suggestions, comments, and other feedback regarding the Beta Software (“**Feedback**”). Company may freely use, modify, and incorporate Feedback into its products and services without restriction, compensation, or obligation to Customer. All Feedback is the sole property of Company.

4. Early Adopter Benefit

Customer is designated as an “Early Adopter” under this Agreement. In recognition of Customer’s participation in the Beta Evaluation Period and contribution of Feedback, Company may provide Customer with continued, no-cost access to the Beta Software (or, at Company’s discretion, its substantially equivalent commercial successor) for internal use, as further described in Exhibit A (“**Beta / Early Adopter Terms**”). This license is non-exclusive, non-transferable, revocable, provided “**AS IS**,” and subject to Company’s then-current terms of use. Company reserves the right to discontinue or limit the benefits described in Exhibit A at any time upon thirty (30) days’ prior written notice.

5. Restrictions

Customer shall not (a) use the Beta Software in production or with live data; (b) distribute, sell, sublicense, or otherwise transfer the Beta Software; or (c) reverse engineer, decompile, or disassemble the Beta Software except to the extent permitted by law.

6. Ownership

All rights, title, and interest in and to the Beta Software, including any updates or modifications, are and shall remain the exclusive property of Company. No rights are granted to Customer other than the limited evaluation license expressly set forth in this



Agreement.

7. Confidentiality

Customer agrees not to disclose, publish, or otherwise disseminate any information regarding the Beta Software, its features, or performance, except with prior written consent from Company.

8. Disclaimer of Warranties

THE BETA SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE BETA SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL LIABILITY SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

10. Term and Termination

This Agreement shall remain in effect until the earlier of (a) the expiration of the Beta Evaluation Period, (b) Company's commercial release of the Beta Software, or (c) termination by either party upon written notice. Upon termination, Customer shall cease all use of and delete or return the Beta Software.

11. Services Disclaimer

Customer acknowledges that any optional services related to the Beta Software, including but not limited to configuration, integration, customization, or training, may be offered by Company's independent development partner, under a separate agreement directly between Customer and such partner, as further described in Exhibit B ("**Optional Services**"). Company shall have no responsibility or liability for such services, and any obligations relating to such services shall be solely between Customer and Company's independent development partner.

12. Miscellaneous

- a. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of law rules. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state courts located in Santa Clara County, California, or the federal courts of the United States District Court for the Northern District of California, San Jose Division.
- b. This Agreement is the entire agreement between the parties concerning the Beta



Software and supersedes any prior or contemporaneous oral or written agreements.

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date.

Company: ST8MNT LLC

Signature:

Name:

Title:

Date:

Customer: _____

Signature:

Name:

Title:

Date:



Exhibit A – Beta / Early Adopter Terms

This Exhibit A forms part of the Beta / Early Adopter Agreement between Company and Customer. The following terms apply to Customer's Early Adopter status:

1. Apps (check as applicable)

- ☐ ST8MNT Inbound
- ☐ ST8MNT Outbound
- ☐ AGRE²MNT
- ☐ All apps

2. Beta Evaluation Period: [_____] days from the Effective Date.

3. Number of Users Licensed: [_____] users.

4. Additional Terms: _____



Exhibit B – Optional Services

This Exhibit B forms part of the Beta / Early Adopter Agreement between Company and Customer. The following optional services may be provided by Company to Customer, subject to availability:

1. E-signature configuration assistance (e.g., DocuSign, Salesforce Sign, or other supported solutions).
2. Custom integrations with third-party applications or Customer's existing systems.
3. Customizations of workflows, fields, or reports within the Beta Software.
4. Training or enablement sessions for Customer's team.

All Optional Services shall be scoped separately, documented in a mutually agreed Statement of Work, and billed at Company's or Company's independent development partner then-current rates.