BETA SOFTWARE ⬛ **ONS (OPEN BETA)**

BACKGROUND:

These Terms and Conditions crea⬛ you and <<insert company name>> (hereinafter referred to by⬛our"). These Terms and Conditions govern your use of the ⬛rsion number>> of <<insert name of Software>> ("the Software"), inc⬛ components and documentation.

1. **Agreement**

   1.1 By accepting these ⬛ and continuing to download and install the Software ⬛ by these Terms and Conditions and hereby enter in⬛ement with us.

   1.2 If you do not accep⬛itions, you will not be permitted to download, install or ⬛

2. **Interpretation**

   2.1 Unless the context ⬛ch reference in these Terms and Conditions to:

   2.1.1 "writing", an⬛on, includes a reference to any communicat⬛ transmission or similar means;

   2.1.2 a statute or ⬛ is a reference to that statute or provision as ⬛ at the relevant time;

   2.1.3 "these Term⬛ reference to these Terms and Conditions;

   2.1.4 a Schedule i⬛rms and Conditions; and

   2.1.5 a Clause or ⬛e to a Clause of these Terms and Conditions; ⬛

   2.1.6 a "Party" o⬛the parties to these Terms and Conditions.

   2.2 The headings used⬛nditions are for convenience only and shall have n⬛erpretation of these Terms and Conditions.

   2.3 Words imparting the⬛clude the plural and vice versa.

   2.4 References to any g⬛ther gender.

3. **Licence and Use of Softw**

   3.1 You are hereby gra⬛nce to use the Software subject to these terms and co⬛

   3.2 This licence entitles⬛l and use the Software for testing and evaluation purp⬛

   3.3 You may not:

   3.3.1 Modify the S⬛

   3.3.2 Reverse eng⬛semble the Software;

3.3.3   Create deriv[...] Software;

3.3.4   Reproduce t[...] he right to make additional copies of the instal[...] ation and use of the Software on additional co[...] ith these Terms and Conditions);

3.3.5   Resell the S[...]

3.3.6   Sub-licence [...]

4.   **Disclaimer of Warranties [...]**

4.1   The Software is [...] and is released solely for the purposes of testing [...] ledge that the Software is not a finished product an[...] efects. The Software is provided "as is".

4.2   We make no repr[...] that the Software will meet your requirements, be [...] fit for a particular purpose, be compatible with all [...] be secure.

4.3   You acknowledge [...] e may lead to data loss or other damage to your cor[...] ereon.

4.4   You acknowledge th[...] are is at your own risk.

4.5   We shall not be lia[...] t, consequential or incidental loss or damage of any ki[...] ing to the Software or its use.

5.   **Beta Test Period**

5.1   **[**The Beta Test Peri[...] insert date>>.**]**
OR
[The Beta Test Pe[...] period of <<insert period>> from <<e.g. the date on [...] ware>>.**]**

5.2   The Beta Test Peri[...] uced or terminated immediately at our sole discretion. [...]

5.3   At the end of the B[...] ware shall automatically cease to function.

6.   **Software Updates**

6.1   We may from time t[...] est Period release updates for the Software. **[**You be[...] ir availability and provided with a URL for downloadi[...] will automatically download and install the updates ([...] d automatic updates)**]**.

6.2   You are under no o[...] es, however it is preferred that you do so as this enabl[...] te data on the performance of the Software and any u[...]

7.   **Support**

No specific technical supp[...] oftware. You are free to submit

general enquiries to us, h[...] obligation to answer them or to provide support for the Sof[...]

8. **Reporting and Feedback**

8.1 **[**The Software prod[...]ts and other diagnostic files. You should ensure that, [...]mputer is connected to the internet and any firewall or [...]u may have is configured to allow the Software to sen[...]o us.**]**

8.2 You will not be form[...]t feedback to us, however you will be given the opport[...]ts, suggestions and comments on the performance of [...] and after the Beta Test Period.

8.3 **[**You hereby ackn[...]e obliged to provide feedback, notwithstanding the[...]m us.**]**

8.4 You hereby ackn[...]ubmitting feedback to us you automatically grant [...]al, irrevocable, royalty free licence to use that feedbac[...]propriate including, but not limited to:

8.4.1 The use, pub[...]nsmission, broadcasting, licensing, sub-licensing[...]le of the feedback; and

8.4.2 The creation[...]bution, transmission, broadcasting, licensing, su[...]nding and sale of any derivative works base[...]

8.5 Our use of the fee[...]any rights or interests upon you whatsoever.

9. **Data Protection**

9.1 When downloading [...]y be required to provide certain personal informatio[...]d to, your name, date of birth and email address. Und[...]s we may also obtain details about you computer's sys[...]IP and MAC addresses.

9.2 Any data collected [...]rocessed and held in accordance with the Company's[...]arising under the provisions and principles of UK d[...]uding, but not limited to, the UK GDPR, Data Pro[...]d the Privacy and Electronic Communications Re[...]

9.3 All data collected a[...]overned by our <<Privacy Policy (insert hyperlink)>>[...]

10. **Termination**

10.1 Your licence to use[...]inate at the end of the Beta Test Period.

10.2 We reserve the righ[...]end of the Beta Test Period if you commit a material b[...]d Conditions.

10.3 We reserve the righ[...]est Period in accordance with sub-

Clause 5.2 in which   the Software shall also terminate.

10.4   Any and all obliga   ssly or by their nature continue beyond the termina   iration of the Beta Test Period or your licence shall su   his Clause 10.

11. Relationship of Parties

Nothing in these Terms a   eate, or be deemed to create, a partnership, the relationsh   t, or of employer and employee between you and <<insert

12. Severance

In the event that one or   of these Terms and Conditions is found to be unlawful, inval   eable, that / those provisions shall be deemed severed from   se Terms and Conditions. The remainder of these Terms a   alid and enforceable.

13. Modification

13.1   We may modify the   Terms and Conditions at any time. In the event that mo   will publish details of them on our website at <<inser   send you an email detailing the modifications.

13.2   If you do not agree   ified terms and conditions we may introduce, you shou   sing the Software upon publication of those terms and

14. Law and Jurisdiction

14.1   These Terms and   any non-contractual matters and obligations arising   therewith) shall be governed by, and construed in ac   of England and Wales.

14.2   Any dispute, contro   im between the Parties relating to these Terms and   any non-contractual matters and obligations arising   d therewith) shall fall within the jurisdiction of the co   es.