

Pre-Release Terms

If the Service or Software has been designated as a “beta,” limited release, early access, test, preview, prototype, pilot or with similar designation (“Pre-Release”) then Customer’s use of the Pre-Release Software or Service is subject to the following terms.

1. 1. Customer acknowledges that the Pre-Release Software or Service is pre-release and may not work properly.
2. Any Software or Service that Iodine subsequently develops and offers that is based on a Pre-Release Software or Service may change substantially from the original Pre-Release Software or Service. Features and programs that use or run with the Pre-Release Service or Software may not work with future versions of the Pre-Release Service or Software or with the generally available Software or Service.
3. Support for the Pre-Release Software or Service is limited and, notwithstanding any language to the contrary in the Agreement, any service-level agreement (“SLA”) or similar terms, in any form, whether hosting uptime, vulnerability fixes, or otherwise shall not apply to this Addendum or the Pre-Release Software in any way. The Pre-Release Software is not eligible for any SLA credits.
4. Customer agrees to provide prompt feedback regarding Customer’s experience with the Pre-Release Software or Service in a form reasonably requested by Iodine, including information necessary to enable Iodine to duplicate errors or problems experienced. Customer agrees that Iodine may use Customer feedback for any purpose, including product development purposes. On Iodine’s request, Customer shall provide Iodine with comments that Iodine may use publicly for press materials and marketing collateral. Any intellectual property inherent in the Customer feedback or arising from Customer’s testing of the Software or Service shall be owned exclusively by Iodine. Customer agrees that all information regarding Customer’s beta test, including Customer’s experience with and opinions regarding the Pre-Release Software or Service will be Confidential Information of Iodine and may not be disclosed to a third party or used for any purpose other than providing feedback to Iodine.
2. 5. To the extent permitted by applicable law, the Pre-Release Software or Service is “AS IS” with no warranty whatsoever; and Iodine disclaims any and all warranties with respect to the Pre-Release Software or Service including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
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4. 6. Notwithstanding anything in the Agreement to the contrary, and to the extent permitted by applicable law, neither Iodine nor its representatives are liable in connection with the Pre-Release Software or Service for: (i) any indirect, special, incidental or consequential loss or damages of any kind; (ii) any loss of profit; (iii) any loss of business; (iv) any loss of data; (v) any anticipated savings or revenue; or (vi) for any loss that could have been avoided by Customer’s use of reasonable diligence, even if Iodine has been advised or should be aware of the possibility of such damages.