

Crossbar.io Fabric Alpha Test Agreement

Crossbar.io is developing an online service ("Crossbar.io Fabric Center") and a commercial, extended version of the open source Crossbar.io router ("Crossbar.io Fabric"). Crossbar.io Fabric instances connect to the Crossbar.io Fabric Center, which allows their remote management and monitoring.

As part of the development, Crossbar.io grants Test Users access to the Crossbar.io Fabric Center service, the Crossbar.io Fabric router and other software which may be used in conjunction with the service for a limited test period ("Alpha Test Period").

This is intended to give Test Users the opportunity to test upcoming features and give feedback about the state of implementation as well as about features they would like to see implemented, enabling a better and more user-centered outcome of the development work.

BY PARTICIPATING IN THE ALPHA TEST, TEST USER ACCEPTS THE TERMS AND CONDITIONS BELOW.

Parts of this Agreement

This Agreement comprises this document (Covering Agreement) as well as the documents listed below. The terms of this document apply unless a referenced document specifically states different terms. In the latter case the terms in the referenced document apply within the scope of that document.

Documents comprised in this Agreement:

- a) Crossbar.io Commercial License
- b) Crossbar.io Fabric Center Terms of Service
- c) Crossbar.io Data Handling and Privacy Rules

Definitions

“Crossbar.io” – Crossbar.io GmbH of Erlangen, Germany

“Test User” – The other legal entity entering into the Covering Agreement.

“Agreement” - The totality of documents enumerated in this Covering Agreement.

Rights Granted

During the Alpha Test Period, Crossbar.io grants Test User

- a commercial license to any instances of the Crossbar.io Fabric router software which Test User uses in conjunction with the Crossbar.io Fabric Center service
- a commercial license to any instances of the Crossbar.io Fabric Command Line software which Test User uses in conjunction with the Crossbar.io Fabric Center service
- a commercial license to any other software which Crossbar.io may announce and distribute as being part of the Alpha Test, and
- the right to access the Crossbar.io Fabric Center service using Crossbar.io Fabric router instances, the Crossbar.io Fabric Command Line Interface, from other software which Crossbar.io announces and distributes as being part of the Alpha Test and from Test User's own program code.

The details of these grants are laid out in the Crossbar.io Commercial License and Crossbar.io Fabric Center Terms of Service documents.

Duration of the Agreement

This Agreement is valid until it is terminated by either party, and either party may terminate the Agreement at any time.

The Agreement is terminated automatically when Crossbar.io announces the end of the Alpha Trial Period.

When Crossbar.io terminates the Agreement for reasons other than abuse or other violation of contractual duties or cares by Test User, Crossbar.io will make a best effort to notify Test User of the termination at the earliest possible time.

Limitation of Liabilities

Crossbar.io grants Test User access to the Crossbar.io Fabric Center service, a license to use the Crossbar.io Fabric software and Crossbar.io Fabric Command Line Interface software for test purposes and free of charge. The intention is to give Test User early access to evaluate the functionality of the service and pieces of software and to allow Test User to provide feedback which may affect the development roadmap.

Since the service and the software programs are under development, there is no guarantee

from Crossbar.io that they are fit for any purpose whatsoever. As an example, a specific bit of functionality may be implemented partially, with functional errors, or be removed again at any time.

Test User agrees not to use the granted access to the service and pieces of software for purposes other than testing.

The limitations and exclusions here apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver.

Crossbar.io is not liable for any damages, direct or indirect, arising from Test User's use of the service and pieces of software. This specifically includes loss of, or damage to, data.

General

1. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
2. Changes to this Agreement may only be made in writing.
3. Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.
4. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) neither party will bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and 2) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse.
5. Neither Test User nor Crossbar.io is responsible for failure to fulfill any obligations due to causes beyond its control.
6. No right or cause of action for any third party is created by this Agreement, nor is Crossbar.io responsible for any third party claims against Test User.
7. In entering into this Agreement, neither party is relying on any representation not specified in this Agreement.
8. Test User agrees to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.

Choice of Law & Jurisdiction

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Jurisdiction

The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of the Federal Republic of Germany, specifically the courts of Erlangen.