

## HPE BETA TEST AGREEMENT

This HPE Beta Test Agreement ("Agreement") is made effective as of the date this Agreement is accepted ("Effective Date") or otherwise accesses the Products (as defined below) and is between Hewlett Packard Enterprise Company ("HPE"), and the person and/or the entity they represent, accepting this Agreement or otherwise accessing the Products ("User").

User desires to evaluate and test certain HPE beta products, and HPE desires to obtain Feedback (as defined in Section 12 herein) from User relating to User's evaluation and testing of certain HPE beta products in accordance with the following terms and conditions.

1. **Term.** This Agreement shall commence on the above-referenced Effective Date and shall continue in effect for a period of ninety (90) days from the Effective Date unless terminated earlier as provided for herein (the "Term"). User may extend the Term for an additional ninety (90) days upon written approval from HPE.
2. **Products.** HPE shall provide to User, at no charge to User, Greenlake for Data Fabric, and related technical information and documentation (collectively, the "Products").
3. **Location and Installation.** HPE shall, at HPE's expense, provide User with access to the Products through an HPE owned infrastructure.
4. **Use.** User shall use and test the Products during the Term solely for the purposes of evaluating the functionality of the Products and providing HPE with Feedback (as defined below) in accordance with the provisions specified below:
  1. Test As-a-service multi-cloud functionality.
  2. Provide Feedback through a pre-established email alias.HPE hereby grants to User a temporary, non-exclusive, non-transferable, right to use the Products solely for the purposes set forth in the first sentence of this Section 4.
5. **Restrictions on Use.** User's right to use the Products is specifically limited to the right to evaluate and test the Products as described in this Agreement. User shall not use the Products in any manner in a production environment, including but not limited to, to produce, market, or support its own products, or in any of its internal operations. Without the express written authorization of HPE, User shall not copy the Products, provide the Products to any other person, publicly perform or display the Products, modify or alter the Products, or reverse engineer, decompile, disassemble, decrypt or otherwise attempt to access or determine the source code of the Products.
6. **Technical Support and Product Malfunctions.** HPE is under no obligation to provide User with technical support related to the Products. Any technical support that HPE, in its sole discretion, elects to provide to User during the Term will be provided by HPE on a resource availability basis.
7. **Title.** HPE retains all right, title and interest to the Products.
8. **Access to Products.** Upon the expiration of the Term or earlier termination of this Agreement, all software rights granted under this Agreement will automatically terminate.
9. **Disclaimer of Warranties.** THE PRODUCTS ARE PROVIDED TO USER "AS IS", AND ANY USE OF THE PRODUCTS IS AT USER'S OWN RISK. USER ACKNOWLEDGES THAT THE PRODUCTS HAVE NOT COMPLETED HPE'S QUALITY ASSURANCE PROGRAM, MAY NOT BE IN FINAL FORM AND MAY HAVE ERRORS, OMISSIONS OR DEFECTS. HPE MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
10. **Future Availability.** HPE reserves the right at any time not to commercially release the Products or, even if released, to alter prices, features, specifications, capabilities, functions, release dates,



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general availability, or other characteristics of the Products. HPE's providing the Products to User hereunder does not constitute a sale or an announcement of the Products or that any other product of a similar design and/or functionality will be available from HPE.

11. **Limitation of Liability.** HPE shall not be responsible for any loss or damage to User, its customers, or any other third parties caused by the Products or by HPE's performance of this Agreement. HPE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF ANY USE OF THE PRODUCTS OR ANY PERFORMANCE OF THIS AGREEMENT.
12. **Intellectual Property Rights.** All right, title, and interest to all intellectual property with respect to the Products, including but not limited to that which may be or become protectable by patent, copyright, trademark, trade secret, or similar laws, shall belong and remain exclusively with HPE. User may provide feedback, enhancement requests, or corrections regarding HPE technology ("Feedback"), and HPE may use such Feedback without attribution, compensation, or other rights back to User. In addition, any alterations made to or suggested for the Products by User shall be the exclusive property of HPE, together with all rights therein. No license or other right of any kind is granted by HPE's furnishing the Products to User, except for the limited right to use and test the Products as expressly provided in this Agreement. Except as expressly provided in this Agreement, User shall not use HPE's copyrights, trademarks, trade names, or other intellectual property in any way. These rights survive this agreement.
13. **Confidentiality of Information.** The Products provided hereunder are unannounced and not available to the public. HPE regards all information pertaining to the Products to be of a proprietary and confidential nature. User shall protect the confidentiality of such information until such information becomes public by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of such information as User uses to protect its own confidential information of a like nature. User shall not make public in any manner this Agreement and any reports or test results obtained or Feedback or other data generated pursuant to this Agreement.
14. **Assignment.** This Agreement is personal to User. User shall not assign or otherwise transfer any rights or obligations under this Agreement. Any attempted assignment shall be null and void.
15. **Termination and Notices.** In the event User fails at any time to comply with this Agreement, HPE may terminate this Agreement immediately upon written notice to User. In addition, either party may terminate this Agreement without cause on fifteen days prior written notice. The rights and responsibilities of the parties pursuant to Sections 7, 8, 9, 11, 12, 13, 14, 16, 17, and 18 of this Agreement shall survive termination of this Agreement.
16. **Waiver and Severability.** Failure to exercise any rights under this Agreement shall not constitute a waiver or forfeiture of such rights. If any provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the provisions will remain in full force and effect.
17. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of New York, U.S.A., without giving effect to its choice of law rules.
18. **Global Trade and Anti-Corruption Compliance.** User acknowledges that the Equipment, including any hardware, software, technology or services provided under this Agreement are subject to the export laws of the US and may be subject to the export laws of other countries. User must comply with all applicable export and import laws (including national and international laws prohibiting or restricting exports to embargoes or sanctioned countries, and must obtain all required export or import authorizations prior to export, import or transfer. Neither party will, by itself or with or through others, participate in any illegal, deceptive, misleading or unethical practices or activities, including, without limitation, disparagement of HPE Products or the other party, or take any other action which may be detrimental to the HPE Products or the other party. HPE may suspend its



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performance under this Agreement in the event of User's violation of these obligations or to the extent required by applicable laws.

20. **Entire Agreement.** This Agreement contains the entire understanding and agreement of the parties relating to the subject matter hereof. Any representation, promise, or condition not explicitly set forth in this Agreement shall not be binding on either party. Any amendments to this Agreement shall be in writing and signed by authorized representatives of each party.

By clicking "I Accept" you represent and warrant that you have the authority to bind not only yourself, but any entity that you represent

I ACCEPT