

# Beta program - Terms of Use

**1. Participation in the STAi Beta Software Program.** The purpose of the STAi Beta Software Program (“**Beta Program**”) is to make alpha, beta, seed, and other pre-release software, pre-release services, and related documentation, materials, and information (collectively, the “**Pre-Release Software**”) available to Beta Program participants from time to time for the purpose of providing STAi with feedback on the quality and usability of the Pre-Release Software. You understand and agree that participation in the Beta Program is voluntary and does not create a legal partnership, agency, or employment relationship between you and STAi. You understand that your participation in the Beta Program does not obligate STAi to provide you with any Pre-Release Software. STAi reserves the right to modify the terms, conditions, and policies of this Beta Program from time to time, and to revoke your participation in this Beta Program at any time. If STAi makes changes to the terms and conditions of this Agreement, then STAi will present such revised terms and conditions to you on the Beta Program web portal.

By participating in the Beta Program, You certify that you are of the legal age of majority in the jurisdiction in which you reside (at least 18 years of age in many countries) and you represent that you are legally permitted to join the Beta Program. This Agreement is void where prohibited by law and the right to become a Beta Program participant is not granted in such jurisdictions. Unless otherwise agreed or permitted by STAi in writing, you cannot share or transfer any software or other materials you receive from STAi in connection with being a Beta Program participant. The STAi ID and password you use to login as a Beta Program participant cannot be shared in any way or with anyone. You are responsible for maintaining the confidentiality of your STAi ID and password and for any activity in connection with your account. Notwithstanding the foregoing restrictions in this Section 1, if you are the parent or legal guardian of individuals between the ages of 13 and the legal age of majority in the jurisdiction in which you reside, you may allow such individuals to share your STAi ID and password for their use in connection with the Beta Program solely under your supervision and only in accordance with this Agreement. You are responsible for such individuals’ compliance with and violations of this Agreement and any other STAi agreements.

**2. Access to Pre-Release Software; Seeding Tools; and Additional Terms.** You understand that STAi may make Pre-Release Software available to Beta Program participants through the Beta Program web portal, and/or as otherwise provided through the Beta Program. From time to time, STAi, at its option, may also provide you with software or services as part of the Beta Program, including but not limited to scripts, code snippets, utilities, configuration profiles, sample code, troubleshooting applications and bug submission tools (“**Seeding Tools**”) as part of your participation in the Beta Program. All use of such Pre-Release Software and Seeding Tools shall be pursuant to the terms and conditions of this Agreement and/or another license agreement accompanying such Pre-Release Software or Seeding Tools (collectively, “**Pre-Release Software**” and “**Seeding Tools**” shall be referred to as “**STAi Software**” for purposes of this Agreement).

If the STAi Software is accompanied by a separate license agreement, you agree that the license agreement accompanying such STAi Software, in addition to Sections 5 and 6 of this Agreement, shall govern your use of the STAi Software. Any inconsistencies between the

provisions of the license

agreement accompanying the STAi Software and Sections 5 and 6 of this Agreement shall be governed by this Agreement. If there is no license agreement accompanying the STAi Software, your use of the STAi Software will be subject to the provisions of this Agreement. Further, the STAi Software may enable access to STAi and third party services and web sites (collectively and individually, "**Services**"). Use of these Services requires Internet access and use of certain Services may require an STAi ID, may require you to accept additional terms and may be subject to additional fees.

**3. License Grant and Restrictions.** Subject to your compliance with this Agreement, STAi hereby grants you a personal, limited license to use the STAi Software solely for testing and evaluation purposes and only in connection with this Beta Program. Except as otherwise permitted under Section 15, this license does not grant you the right to use the STAi Software for any other purpose, or to disclose, reproduce, distribute, modify or create derivative works of the STAi Software. You agree not to decompile, reverse engineer, disassemble, decrypt, or otherwise attempt to derive the source code of any STAi Software (except as and only to the extent the foregoing restrictions are prohibited by applicable law, or to the extent as may be permitted by licensing terms governing use of open-sourced components included with any such STAi Software). Unless otherwise permitted under Section 15 below, you certify that the STAi Software will only be used for testing and evaluation purposes in connection with the Beta Program, and will not be rented, sold, leased, sublicensed, assigned, distributed or otherwise transferred. STAi retains ownership of all STAi Software, and except as expressly set forth herein, no other rights or licenses are granted or to be implied under any STAi intellectual property.

**4. Feedback; Contact from STAi.** As part of the Beta Program, STAi will provide you with the opportunity to submit bug reports, questionnaires, enhancement requests, issue reports and/or support information (collectively, "**Feedback**") to STAi. STAi may request this information from you through the Seeding Tools as well as by email, web questionnaires, bug forms, and other mechanisms. By agreeing to this Agreement, you agree that STAi may contact you from time to time about the Beta Program, and you hereby consent to receive such communications. Except as otherwise set forth in Section 8, you agree that in the absence of a separate written agreement to the contrary, STAi will be free to use any Feedback you provide for any purpose.

**5. Definition of Confidential Information.** You agree that the Pre-Release Software and any information concerning the Pre-Release Software (including its nature and existence, features, functionality, and screen shots), the Seeding Tools, and any other information disclosed by STAi to you in connection with the Beta Program will be considered and referred to in this Agreement as "**Confidential Information.**" Information that otherwise would be deemed Confidential Information but (a) is generally and legitimately available to the public through no fault or breach of yours, (b) is generally made available to the public by STAi, (c) is independently developed by you without the use of any Confidential Information, (d) was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation, or (e) any third party software and/or documentation provided to you by STAi and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation will not be considered Confidential Information under this Agreement. All Confidential Information remains the sole property of STAi and you have no implied licenses or

other rights in the Confidential Information not specified in this Agreement.

**6. Nonuse and Nondisclosure of Confidential Information.** Except as expressly permitted in this Section 6, you agree that you will not disclose, publish, or otherwise disseminate any Confidential Information to anyone other than individuals who are enrolled in the same individual seed as you, or as otherwise expressly permitted or agreed to in writing by STAi. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information, including preventing access to or display of the STAi Software to third parties. You agree to use the Confidential Information solely for the permitted uses as set forth in this Agreement. You agree not to use Confidential Information otherwise for your own or any third party's benefit without the prior written approval of an authorized representative of STAi in each instance. You hereby acknowledge that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to STAi that may be difficult to ascertain. Accordingly, you agree that STAi will have the right to seek immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

**7. Precautions for the use of Pre-Release Software.** You understand that to participate in seeds of Pre-Release Software you may need to remove certain pre-loaded, commercial STAi software from your computer and/or device in order to load the Pre-Release Software. You further understand that once you load such Pre-Release Software onto your computer and/or device, you may be unable to revert back to the pre-loaded, commercial release of the STAi software you were using prior to loading the Pre-Release Software or any earlier release of the Pre-Release Software. In addition, applications and services you have installed or been using may be unable to run or function in the same manner because of your use of the Pre-Release Software. **YOU ACKNOWLEDGE THAT BY INSTALLING SUCH PRE-RELEASE SOFTWARE ON YOUR DEVICE, THESE DEVICES MAY NOT BE CAPABLE OF BEING RESTORED TO THEIR ORIGINAL CONDITION AND THAT APPLICATIONS AND SERVICES MAY BE AFFECTED BY YOUR USE OF PRE-RELEASE SOFTWARE. FURTHER, YOU UNDERSTAND THAT DATA (INCLUDING DOCUMENTS) FROM SUCH APPLICATIONS OR SERVICES THAT YOU CREATE OR CHANGE WHILE USING THE PRE-RELEASE SOFTWARE MAY BE INCAPABLE OF BEING RESTORED OR RECOVERED. STAi SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF YOUR TESTING, INSTALLATION OR USE OF PRE- RELEASE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE OR DATA OR ANY LOSS OF DATA OR INFORMATION ARISING FROM YOUR USE OF SUCH PRE-RELEASE SOFTWARE.** In addition, the Pre-Release Software may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your computer and/or device or from your peripherals (including, without limitation, servers and printers) connected thereto. **STAi strongly encourages you to back-up all data and information on your computer, devices and/or any peripherals prior to your participation in the Beta Program and before any individual seeds. The Pre-Release Software is not intended for use, and should not be used, in production or business-critical systems.**

#### **8. Consent to Collection and Use of Data.**

**8.1 Pre-Release Software.** In order to provide, test and help STAi, its partners, and third party developers improve their products and services, you acknowledge that STAi and its subsidiaries and agents will be collecting, using, storing, transmitting, processing and analyzing (collectively,

**“Collecting”**) diagnostic, technical, and usage logs and information from your devices or computers that are running such pre-release versions of STAI’s software as part of this Beta Program. This information will be Collected in a form that does not personally identify you and may be Collected from your devices or computer at any time. The information that would be Collected includes, but is not limited to, general diagnostic and usage data, various unique device identifiers, various unique system or hardware identifiers, details about hardware and operating system specifications, performance statistics, and data about how you use your devices, computer, system and application software, and peripherals, and, if Location Services is enabled, certain location information. You agree that STAI may share such diagnostic, technical, and usage logs and information with partners and third party developers for purposes of allowing them to improve their products and services that operate on or in connection with STAI-branded products or services. **By installing or using pre-release versions of STAI’s software on your devices or computers, you acknowledge and agree that STAI and its subsidiaries and agents have your permission to Collect all such information and use it as set forth above.**

**8.2 Other Pre-Release Software and Services.** In order to test and improve STAI’s products and services, and only if you choose to install or use other Pre-Release Software or Services) provided as part of the Beta Program, you acknowledge that STAI and its subsidiaries and agents may be Collecting diagnostic, technical, usage and related information from other Pre-Release Software or Services and from your computer, devices, peripherals or other hardware that uses such Pre-Release Software. You should carefully review the release notes and other information disclosed to you by STAI as part of the Beta Program prior to choosing whether or not to install or use any such other Pre-Release Software or Services. **By installing or using such other Pre-Release Software or Services, you acknowledge and agree that STAI and its subsidiaries and agents have your permission to Collect any and all such information and use it as set forth above.**

**8.3 System Logs and Diagnostic Files.** In addition, as part of your participation in the Beta Program, you may have the option of manually attaching and/or using STAI’s Seeding Tools to gather detailed hardware and/or system diagnostic files (e.g., System Profile logs, hang logs, crash logs, spin logs, install logs, application logs, etc.) from your computer and/or devices (**“System Logs”**) to send to STAI. Such System Logs may include personally identifiable information, including, without limitation, your account name, information regarding your contacts, calendar events, and email correspondence. **Providing these System Logs is voluntary, but if you do provide them to STAI, then you acknowledge that STAI may use them for STAI’s diagnostic purposes and to improve the Beta Program and STAI’s products and services.**

**8.4 Privacy Policy.** Data collected pursuant to this Section 8 will be treated in accordance with STAI’s Privacy Policy, which is incorporated by reference into this Agreement and which can be viewed at: <http://www.speechtherapy.ai/privacy>

**9. No Support and Maintenance; Future Products.** During your participation in the Beta Program or in a particular seed, STAI is not obligated to provide you with any maintenance, technical or other support for the Pre-Release Software. You agree to abide by any support rules and policies that STAI provides to you in order to receive such support. You acknowledge that STAI has no express or implied obligation to announce or make available a commercial version of the

Pre-Release Software to anyone in the future. Should a commercial version be made available, it may have features or functionality that are different from those found in the Pre-Release Software licensed hereunder.

**10. Discussion Forums.** As part of the Beta Program, you may have the ability to participate in discussion forums provided by STAi about the Pre-Release Software and other Confidential Information that STAi may make available to you. For purposes of such discussion forums, STAi is providing a limited exception to Section 6 by allowing you to discuss certain STAi Confidential Information received by you in connection with a particular seed with other seed participants who are in the same seed as you in the STAi designated discussion forum for such seed, and only within this discussion forum. Except for the limited purpose of discussions with other seed participants within such forums, you acknowledge and agree that this Agreement does not grant you the right to copy, reproduce, publish, blog, disclose, transmit, or otherwise disseminate any STAi Confidential Information.

**11. No Warranty.** The STAi Software provided hereunder may be designated as alpha, beta, development, pre-release, untested, or not fully tested versions. The STAi Software may be incomplete and may contain errors or inaccuracies that could cause failures, corruption and/or loss of data or information. You expressly acknowledge and agree that, to the extent permitted by applicable law, all use of the STAi Software is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. STAi IS PROVIDING ALL CONFIDENTIAL INFORMATION, INCLUDING THE PRE-RELEASE SOFTWARE AND SEEDING TOOLS, TO YOU SOLELY ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, PERFORMANCE, AND FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that STAi has not publicly announced the availability of the Pre-Release Software, that STAi has not promised or guaranteed to you that such Pre-Release Software will be announced or made available to anyone in the future, and that STAi has no express or implied obligation to you to announce or introduce the Pre-Release Software or any similar or compatible product, or to continue to offer access to the Pre-Release Software in the future.

**12. Disclaimer of Liability.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH TESTING, INSTALLATION, OR USE OF THE PRE-RELEASE SOFTWARE AND SEEDING TOOLS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF THE PRE-RELEASE SOFTWARE ON YOUR COMPUTER, DEVICES AND/OR PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA, AND IN NO EVENT WILL STAi BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY LIABILITY THAT STEMS FROM ANY USE OF THE PRE-RELEASE SOFTWARE ON YOUR COMPUTER, DEVICES AND/OR ANY PERIPHERALS CONNECTED THERETO, AND/OR FROM ANY OTHER CONFIDENTIAL INFORMATION, AND/OR STAi'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF STAi HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL STAi'S TOTAL LIABILITY TO YOU FOR

ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**13. Term and Termination.** This Agreement will continue in effect until terminated in accordance with this Section 13. You may terminate this Agreement or an individual seeding project at any time, for any reason, but only by returning or destroying any Confidential Information that is in your possession or control (including, without limitation, any Pre-Release Software); provided however that if you are unable to purge certain Pre-Release Software from your computer and/or devices, then you agree that you will continue to hold the Pre-Release Software as Confidential Information. STAi may terminate this Agreement or an individual seeding project at any time, with or without cause, immediately upon written notice to you, and may terminate this Agreement immediately for any breach of the confidentiality provisions set forth herein. Within seven (7) days of your receipt of STAi's termination notice, or earlier if requested by STAi, you will return, cease all use of, and/or destroy the Pre-Release Software and all other Confidential Information as provided in this Section. Following termination of this Agreement or an individual seeding project for any reason, the restrictions of Section 3, 4-8, the last two sentences of Section 9, and 11-19, inclusive, will continue to bind the parties. The term of your license to use the STAi Software granted under Section 3 of this Agreement shall commence upon your installation or use of the STAi Software and will terminate automatically without notice from STAi upon the earlier of (a) the next commercial release of the STAi Software, (b) the termination of the individual seeding project under which you obtained the STAi Software, (c) the termination of this Agreement, or (d) the date specified in the separate license accompanying the STAi Software (if any).

**14. No Export.** You agree that you will not export or re-export any of the Pre-Release Software or Confidential Information received from STAi except as authorized by United States law and the laws of the jurisdiction in which the STAi Software was obtained. In particular, but without limitation, the STAi Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted party lists. By using the STAi Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the STAi Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You certify that this STAi Software will only be used for evaluation and testing purposes, and will not be rented, sold, leased, sublicensed, assigned, or otherwise transferred. Further, you certify that you will not transfer or export any product, process or service that is a direct product of this STAi Software.

**15. Third Party Software & Information.** Portions of the STAi Software may include third party software and other copyrighted material. Acknowledgements, licensing terms, and disclaimers for such material are contained in the STAi Software, and your use of such material is governed by such respective terms. Mention of third parties and third party products in any materials, advertising, promotions or coupons provided to Beta Program participants is for informational purposes only and constitutes neither an endorsement nor a recommendation. All third party

product specifications and descriptions are supplied by the respective vendor or supplier, and STAi shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.

**16. No Waiver or Assignment.** No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of STAi, and no single waiver will constitute a continuing or subsequent waiver. This Agreement may not be assigned by you in whole or in part. Any contrary assignment shall be null and void.

**17. Governing Law.** Any litigation or dispute resolution between You and STAi arising out of or relating to this Agreement, the STAi Software, or Your relationship with STAi will take place in the city of Atlanta, Georgia, and You and STAi hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect to any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Georgia, except that body of Georgia law concerning conflicts of law. Notwithstanding the foregoing, if you are an individual entering into this Agreement solely as part of your employment for one of the entities listed below, then the following exceptions shall apply:

- If you are employed by an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of America, and in the absence of applicable federal law, the laws of the State of Georgia will apply. Further, and notwithstanding anything to the contrary in this Agreement, all claims, demands, complaints and disputes will be subject to the Contract Disputes Act (41 U.S.C. §§601-613), the Tucker Act (28 U.S.C. § 1346(a) and § 1491), or the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2401-2402, 2671-2672, 2674-2680), as applicable, or other applicable governing authority.

- If you are employed by a U.S. public and accredited educational institution, then (a) this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which your educational institution is domiciled, except that body of state law concerning conflicts of law; and (b) any litigation or other dispute resolution between you and STAi arising out of or relating to this Agreement, the STAi Software, or your relationship with STAi will take place in federal court within the city of Atlanta, Georgia, and you and STAi hereby consent to the personal jurisdiction of and exclusive venue of such District unless such consent is expressly prohibited by the laws of the state in which your educational institution is domiciled.

- If you are employed by an international, intergovernmental organization that has been conferred immunity from the jurisdiction of national courts through your intergovernmental charter or agreement, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The place of arbitration shall be London, England; the language shall be English; and the number of arbitrators shall be three. Upon STAi's request, you agree to provide evidence of your status as an intergovernmental organization with such privileges and immunities.

This Agreement shall not be governed by the United Nations Convention on Contracts for the

International Sale of Goods, the application of which is expressly excluded.

**18. Government End Users.** The STAi Software and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

**19. Severability; Complete Understanding.** If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement, including any appendices made effective pursuant to this Agreement and any additional licenses accompanying the STAi Software, constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. Except to the extent provided under Section 2 above, any inconsistencies between this Agreement and any license agreement accompanying the STAi Software will be governed by the license agreement accompanying the STAi Software. Except as expressly set forth herein, any waiver or amendment of any provision of this Agreement shall be effective only if in writing and signed by authorized representatives of both parties. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern, to the extent not prohibited by local law in your jurisdiction.