



3351 Claystone Street SE, Suite 100

Grand Rapids, MI 49546

BETA TESTING AGREEMENT

Last Updated: August 27, 2024

This Beta Testing Agreement ("Agreement") is a legal agreement between you ("Beta Tester," "You," or "Your") and Cavallo ("Company," "We," "Us," or "Our") for the beta version of certain features, software, and related services (collectively, the "Beta Product" or "Beta Features"). By installing, signing up for, accessing, or using the Beta Product, you agree to be bound by the terms of this Agreement.

1. Beta Product and Features

The Beta Product consists of pre-release features, which may be integrated into our core software. The Beta Product is provided "as-is" without warranty of any kind. You acknowledge that the Beta Product may contain bugs, errors, and other problems that could cause system or other failures and data loss. We are not obligated to provide any technical support for the Beta Product.

2. Beta Testing Period

The beta testing period will be specified at the time of your acceptance into the beta program and may be extended or terminated at any time at our sole discretion.

3. Feedback

In exchange for access to the Beta Product, you agree to provide regular feedback, including, but not limited to, bug reports, suggestions for improvements, and survey responses ("Feedback"). You grant us a perpetual, irrevocable, worldwide, royalty-free license to use, copy, modify, and distribute your Feedback for any purpose. You acknowledge that we have no obligation to implement, use, or otherwise act on any Feedback you provide.

4. Confidentiality

You agree to keep all information about the Beta Product confidential. This includes, but is not limited to, its features, functionality, and performance. You will not disclose any information about the Beta Product to any third party without our prior written consent. This obligation of confidentiality will remain in effect even after this Agreement has terminated.

5. Data Usage

By participating in the beta test, you agree to allow us to use an anonymized version of the data you provide to:

- Test new versions of our product before public release.
- Inform our data models and future product development.
- Included in product screenshots and external communications.

6. Limitation of Liability

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DATA LOSS, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE BETA PRODUCT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Term and Termination

This Agreement becomes effective the moment you start using the Beta Product and remains active for the duration of the beta test. We can terminate it at any time. If the agreement ends, you must immediately cease all use of the Beta Features. Your access to the Beta Features may be disabled automatically. Afterwards, you might be invited to subscribe to a commercial version of the product. If you decline, your access will end, and any data you have entered into the Beta Features may be permanently deleted.

8. General Provisions

This Agreement constitutes the entire agreement between you and us regarding the Beta Product and supersedes all prior agreements or communications related to the Beta Product. All agreements not related to this Beta Product(s) will remain in full force and effect. This Agreement will be governed by the laws of the State of Michigan.