

## Beta Testing Agreement Terms & Conditions

### 1. Introduction

- 1.1. Welcome to the terms & conditions for the Beta Testing of Theo Technologies Ltd.'s (henceforth, "Theo Technologies Ltd", "Theo Tech", "us", "we", "our", etc.) Augment PUI software and PC Hub thin client (the "**Terms**"). These Terms will apply to anyone who signs up for the beta trials, regardless of whether their application is successful or unsuccessful.
- 1.2. Please read these Terms carefully before signing up, as they affect your rights and liabilities under the law and tell you who we are, what our "**Services**" are, how we, or you, can terminate your participation in our beta trials and what to do if you experience problems during beta trials.
- 1.3. If you disagree with the Terms, don't hesitate to contact us or refrain from signing up for our beta trials. Signing up for the beta trials constitutes an agreement to these terms & conditions, so please refrain from applying if you disagree.
- 1.4. Beta Users are granted rights and access under this agreement solely for testing and input purposes. Beta Users must submit regular feedback to facilitate the improvement of our Beta Products.

### 2. Definitions

- 2.1. The following definitions and rules of interpretation shall apply to these Terms:

**Beta Products:** shall refer to our Augment PUI software and PC Hub thin client, and any other products that we, Theo Technologies Ltd, refer to as being "in beta" and are currently non-commercially available;

**Beta Testing:** shall refer to the final round of product testing, with the objective of locating and fixing product issues/bugs and optimising the product's functionality before full market release (also referred to as, but not limited to, "beta trials");

**Beta Users:** beta applicants whose applications were successful and will therefore be receiving the complete beta tester's package;

**Content:** all text, software, photos, graphics, computer code, trademarks, logos, artwork, and visual interfaces found within our Augment PUI interface;

**Intellectual Property Rights:** shall mean patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, computer code and software, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Licence:** shall refer to any licence (e.g., Windows 10) used in connection with any of the Services provided by us, Theo Technologies Ltd;

**Services:** shall refer to the Services provided to the User by Theo Technologies Ltd, including, but not limited to, our Augment PUI software and PC Hub thin client;

**Software:** shall refer to any software made available to the User as part of the Services offered by Theo Technologies Ltd;

**Third-Party:** shall refer to any third-party affiliate whose systems and services are utilised as a part of our Augment PUI and PC Hub systems;

**User:** shall mean the person or firm who subscribes to the Services provided by the Supplier in accordance with the Terms (also referred to as “you” or “your”);

**Virtual Machine(s):** all the software components of a traditional desktop pc that are hosted on a specialised cloud server rather than conventional hardware (henceforth, “VM”);

### **3. Rights of Use**

- 3.1. For the entire duration of the Beta Trials, Theo Technologies Ltd grants Beta Users a non-transferable, limited, non-exclusive and revocable right to access and use the Beta Products.

- 3.2. Theo Technologies Ltd reserves the right to revoke access and use of our Beta Products at any time, at our sole discretion.
- 3.3. Theo Technologies Ltd reserves the right to monitor the Beta User's use of the Beta Products, update certain features or functionality issues, and provide the necessary services and support to maintain the Beta Products.

#### **4. User Restrictions**

- 4.1. Beta Users may not distribute, rent or lease, copy or resell the Beta Products;
- 4.2. Beta Users may not use access to our Beta Products to develop a competitive solution or deliver our Beta Products to third-party competitors.
- 4.3. Beta Users may not remove logos, trademarks, confidentiality or proprietary legends, patents or copyright notices from the Beta Products or their packaging.

#### **5. Feedback**

- 5.1. Theo Technologies Ltd requests that all Beta Users submit feedback, including, but not restricted to, suggestions, enhancement requests, and recommendations regarding the Beta Products regularly.
- 5.2. Feedback is any written or verbal message regarding performance, ease of use, missing features, and bugs/issues encountered when using our Beta Products.
- 5.3. Theo Technologies Ltd may need to contact Beta Users, and Beta Users agree that in taking part in the Beta Trials, a reasonable amount of time must be made available to us to discuss the Beta Products if requested.
- 5.4. At our sole discretion, Theo Technologies Ltd reserves the right to incorporate or ignore any feedback given to us by the Beta User on the Beta Products and any other Theo Technologies Ltd products without restriction and payment.

#### **6. Intellectual Property Rights**

- 6.1. This agreement does not transfer any intellectual property rights to the other. All intellectual property rights are maintained by Theo Technologies Ltd, including, but not limited to, patents, domain names, trademarks, trade secrets, copyrights, and inventions.
- 6.2. The limited rights to access granted to the Beta User to trial the Beta Products does not transfer to the Beta User any additional rights to the Beta Products or the intellectual property rights associated with the Beta Products.
- 6.3. Intellectual Property Rights resulting from feedback received from the Beta User and implemented by Theo Technologies Ltd on any of our products or services belong to Theo Technologies Ltd.

## **7. Terms of Agreement**

7.1. This agreement becomes active upon submission of Beta Trial application by the Beta User and shall expire when we declare that the Beta Trials are over (“**Beta Trial End Date**”).

## **8. Termination**

8.1. Termination of this agreement, for any reason, can be sanctioned by either party with a written notice to the other party. Upon termination of this agreement, access to Beta Products will be revoked immediately, and Theo Technologies Ltd reserve the right to withhold or delete VMs created by the Beta User.

8.2. Theo Technologies Ltd is not obligated to retain or store any content uploaded to a Beta User’s VM and will not be liable for any content post-termination.

8.3. Terminating this agreement will not impact Theo Technologies Ltd.’s rights outlined in clause 5, specifically, clause 5.4.

8.4. Furthermore, clauses 6 and 13 to 20 shall survive any termination of this agreement.

## **9. Users**

9.1. Businesses that enrol in the Beta Trials will be permitted to give their employees access to the Beta Products. However, these employees will therefore be considered Beta Users and are consequently bound to these Terms, and the Employer must ensure that their Employees have read and agreed to these terms.

9.2. It is recommended that Beta Users read the terms and conditions found at [www.theo-tech.co.uk](http://www.theo-tech.co.uk) as a breach of Theo Technologies Ltd.’s general terms and conditions could lead to us terminating this contract and revoking your access to our Beta Products. Beta Users are liable for any damages caused from a breach of any Theo Technologies Ltd terms & conditions by the Beta User.

## **10. Suspension of Services**

10.1. Suspension of services will take place if Theo Technologies Ltd has any reason to suspect that the Beta User has breached any aspect of these Terms. Then, the following actions will be taken:

10.1.1. Upon suspicion of a Beta User breaking the Terms, we will suspend the account and provide the User with an explanation as to why;

10.1.2. The Beta User must then provide evidence of no wrongdoing or apologise, at which point we reserve the right to terminate (clause 8) or reinstate the Beta User’s services.

## **11. Confidential Information**

- 11.1. By enrolling in the Beta Trials, Beta Users acknowledge and accept that Theo Technologies Ltd is disclosing confidential information relating to confidential, proprietary or trade secret information related to our Beta Products.
- 11.2. This confidential information includes, but is not limited to, computer code, graphics or logos, designs, marketing or financial information, trade secrets and know-how related to the Beta Products.
- 11.3. Beta Users hereby agree that disclosing confidential information to third parties is prohibited without written, legal consent from Theo Technologies Ltd.
- 11.4. On the Beta Testing End Date or following termination of this contract by either the Beta User or Theo Technologies Ltd, the Beta User must handover any confidential information in their possession to us and is barred from duplicating, translating, copying, printing, modifying, disassembling, or tampering with the Beta Products or any confidential information.

## **12. Third Parties**

- 12.1. Beta Users are aware that our Beta Products rely on third-party services to function.
- 12.2. If we desire, Theo Technologies reserves the right to share Beta User feedback with third parties.
- 12.3. Third parties will not have access to your personal information, nor will they have access to any files on your VM.

## **13. Disclaimer and Limitations of Liabilities**

- 13.1. The Beta Products are provided by us “as is,” and since the Beta User is receiving limited access to a Cloud PC, the PC itself DOES NOT belong to the Beta User, and any files or programmes accessed by the Beta User using the Beta Products can be accessed by Theo Technologies Ltd. Therefore, we advise that you refrain from uploading personal or illegal information that you would not want us to see or visiting any illegal or nefarious sites and programmes whilst in Beta Testing.
- 13.2. Theo Technologies Ltd provides no warranties that our Beta Products are virus-free; nor can we guarantee that the software contained within the Beta Products will be available at all times or that use of the Beta Products will be uninterrupted. While we try our hardest to provide a streamlined user experience, we are not liable for delays or dissatisfaction.

- 13.3. To the extent permitted by UK law, we, Theo Technologies Ltd, are not liable for any damages arising from the use of our Beta Products. This includes consequential, indirect or incidental, punitive, special or exemplary damages.
- 13.4. Reference to liability in this clause 13 includes every kind of liability arising under or in connection with the use of our Beta Products, including liability in contract, tort (including negligence), misrepresentation, restitution, or otherwise.
- 13.5. All Beta Products are pre-release, and therefore, it is beyond reasonable doubt that the Beta Products will contain defects and are, therefore, not expected to operate at the level of performance or compatibility of a market-ready or publicly available product.
- 13.6. Due to their defects and Beta User feedback, Beta Products will be substantially modified prior to public release, and Theo Technologies Ltd retains the right to withdraw our Beta Products at any time.
- 13.7. By signing up for the Beta Trials, Beta Users accept that use of our Beta Products is done at their own risk, and in no event shall Theo Technologies Ltd be liable for any damage whatsoever arising from the use of, or inability to use, our Beta Products. This includes, but is not limited to:
- 13.7.1. Loss of profits;
  - 13.7.2. Loss of sale or business;
  - 13.7.3. Loss of agreements or contracts;
  - 13.7.4. Loss of files or documents;
  - 13.7.5. Loss of anticipated savings;
  - 13.7.6. Loss of use or corruption of software, data, or information;
  - 13.7.7. Loss of or damage to goodwill; and
  - 13.7.8. Indirect or consequential loss.
- 13.8. You, the Beta User, are advised to not rely on the Beta Products functioning or performing correctly.

#### **14. Indemnity**

- 14.1. In agreeing to the Terms, you also agree to indemnify Theo Technologies Ltd and its employees for all claims that arise from your own breach of contract or the breach of contract by anyone using your account.

#### **15. No Waiver**

- 15.1. If we fail to enforce any aspect of the Terms, this is not because we have issued a waiver. All infringements will be dealt with in order of severity and date.

15.2. Suppose we fail, at any time during the term of your Subscription, to insist upon strict performance of any of your obligations or any of these Terms, or we fail to exercise any of the rights or remedies to which we are entitled pursuant to your Subscription. In that case, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

15.3. A waiver by us of any default will not constitute a waiver of any subsequent default.

15.4. No waiver by us of any of the Terms will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **16. Our Right to Vary the Terms**

16.1. We have the right to revise and amend the Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

16.2. You will be subject to the policies and terms and conditions in force at the time that you subscribe to our site unless any change to those policies or these Terms is required to be made by law or governmental authority or we notify you of the change to those policies of these Terms.

## **17. Governing Law and Jurisdiction**

17.1. Theo Technologies Ltd, the company behind [www.theo-tech.co.uk](http://www.theo-tech.co.uk), is based in the United Kingdom; therefore, these Terms will be construed in accordance with the laws of England and Wales. Should legal requirements change, these Terms will be swiftly updated, and during the changing period, the Terms affected by the law change will be considered invalid. Everything that is unaffected by the change will remain in full effect.

17.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Subscription or its subject matter or formation.

## **18. Entire Agreement**

18.1. These Terms and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangements, understanding or agreement between us relating to the subject matter of any content.

18.2. We each acknowledge that, in agreeing, neither party relies on any representations or warranty (whether made innocently or negligently) will be a breach of contract.

18.3. Nothing in this clause 22 limits or excludes liability for fraud.

## **19. Severance**

19.1. Suppose any provision or part-provision of the Terms is or becomes invalid, illegal, or unenforceable. In that case, it shall be deemed deleted but shall not affect the validity and enforceability of the rest of these Terms. Suppose any provision or part-provision of these Terms is deleted under clause 23. In that case, the parties shall negotiate in good faith to agree on a replacement provision that achieves the intended commercial result of the original provision to the greatest extent possible.

## **20. Final Points**

20.1. Your account is non-transferable, and the rights given to you cannot be shared with anyone else. Furthermore, this agreement does not count as a form of partnership, and neither you nor Theo Technologies Ltd can act on behalf of or in the name of the other.