
BETA SOFTWARE TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions create an agreement between you and Substratum, LLC (hereinafter referred to by name or as “us”, “we”, “our”). These Terms and Conditions govern your enrollment in the beta testing program (“the Program”) of the early open beta version 0.3.0 of SubstratumNode (“the Software”), including any and all related components and documentation.

1. Agreement

1. By accepting these Terms and Conditions and submitting your application to enroll in the Program, you agree to be bound by these Terms and Conditions and hereby enter into a legally binding Agreement with us.
2. If you do not accept these Terms and Conditions, you will not be permitted to enroll in the Program, download, install or use the Software.

2. Eligibility and Enrollment

1. All are eligible who agree to these terms and conditions and download the binary directly from our web-site, <https://substratum.net>

3. License and Use of Software

1. Upon your enrollment in the Program, you will be granted a non-exclusive license to use the Software subject to these terms and conditions.
2. This license entitles you to download, install and use the Software on 1 computer(s) for testing and evaluation purposes.
3. You may not:
 1. Modify the Software in any way;
 2. Reverse engineer, decompile or disassemble the Software;
 3. Create derivative works based on the Software;
 4. Reproduce the Software or make any copies beyond those necessary to install the Software on the number of computers permitted by sub-Clause 4.2;
 5. Resell the Software; or
 6. Sub-license the Software.

4. Disclaimer of Warranties and Liability

1. The Software is currently in development and is released solely for the purposes of testing. **You hereby acknowledge that the Software is not a finished product and as such may contain defects.** The Software is provided “as is”.
2. We make no representation or warranty that the Software will meet your requirements, be of satisfactory quality, be fit for a particular purpose, be compatible with all computer systems, or will be secure.
3. You acknowledge that your use of the Software is at your own risk.
4. We shall not be liable for any direct, indirect, consequential or incidental loss

or damage of any kind resulting from or relating to the Software or its use.

5. Beta Test Period

1. The Beta Test Period shall continue until the subsequent beta product is released.
2. The Beta Test Period may be extended, reduced or terminated immediately at our sole discretion.
3. At the end of the Beta Test Period the Software shall automatically cease to function.

6. Software Updates

1. We may from time to time during the Beta Test Period release updates for the Software.
2. You are under no obligation to install updates, however it is preferred that you do so as this enables us to collect up-to-date data on the performance of the Software and any updates that we issue.

7. Support

No specific technical support is provided for the Software. You are free to submit general enquiries to us, however we are under no obligation to answer them or to provide support for the Software. However, we will be reaching out to a small subset of beta users for direct help and feedback.

8. Reporting and Feedback

1. The Software produces its own error reports and other diagnostic files.
2. You will from time to time be requested to submit feedback to us.
3. You hereby acknowledge that upon submitting feedback to us you automatically grant us a worldwide, perpetual, irrevocable, royalty free license to use that feedback in any way we deem appropriate including, but not limited to:
 1. The use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of the feedback; and
 2. The creation, use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of any derivative works based upon the feedback.
4. Our use of the feedback shall not bestow any rights or interests upon you whatsoever.

9. Data Protection

1. When submitting your application to enroll in the Program and when downloading and using the Software you may be required to provide certain personal information including, but not limited to, your name and email address. Under certain circumstances we may also obtain details about your computer's system configuration and its IP and MAC addresses.
2. Any data collected by us will be collected, processed and held in accordance with the Company's rights and obligations arising under the provisions and

principles of the Data Protection Act 1998.

3. All data collected and held by us will be governed by our Privacy Policy located at <https://substratum.net/privacy-policy/>.

10. **Termination**

1. Your enrollment in the Program and your license to use the Software shall terminate at the end of the Beta Test Period.
2. We reserve the right to terminate your enrollment in the Program prior to the end of the Beta Test Period if you commit a material breach of these Terms and Conditions.
3. We reserve the right to terminate the Beta Test Period in accordance with sub-Clause 6.2 in which case your license to use the Software shall also terminate.
4. Any and all obligations which either expressly or by their nature continue beyond the termination, cancellation or expiration of the Beta Test Period or your license shall survive termination under this Clause 12.

11. **Indemnification**

You hereby acknowledge that you shall be liable for, and shall indemnify Substratum, LLC against any costs, liability, damages, loss, claims or proceedings from any third party which arise out of your use of the Software.

12. **Assignment**

You may not assign, transfer, sub-license, or in any other manner make over to any third party the benefit and/or burden of these Terms and Conditions without our prior written consent, such consent not to be unreasonably withheld.

13. **Relationship of Parties**

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between you and Substratum, LLC.

14. **Severance**

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

15. **Modification**

1. We may modify the Software and / or these Terms and Conditions at any time. In the event that modifications are made, we will send you an email detailing the modifications.
2. If you do not agree to be bound by any modified terms and conditions we may introduce, you should immediately cease using the Software upon publication of those terms and conditions and inform us that you wish to leave the Program.

16. **Law and Jurisdiction**

1. These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio.
2. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Ohio, United States.