

## **Proactive Systems, Inc. (PSI) BETA Software Policy:**

This is BETA SOFTWARE. Although we have internally tested this BETA SOFTWARE, there is a chance that data loss might occur when using BETA SOFTWARE. Your help in identifying these problems is the reason we have made this BETA SOFTWARE available for your testing. Do not use this BETA SOFTWARE in any mission critical application. Proactive Systems, Inc. assumes no liability whatsoever for the performance, malfunction, or data loss that might occur from using this BETA SOFTWARE. If not do not agree with these terms, you are not authorized to download and install this BETA SOFTWARE. By downloading and installing this BETA SOFTWARE, you agree to the terms stated herein and understand fully that you are using non-production quality BETA SOFTWARE.

Proactive Systems, Inc. is dedicated to promoting the testing of BETA SOFTWARE. We aim to ensure that any issues you find are brought to the immediate attention of the Quality Assurance teams. Our goal is to ensure that a product ships with no unknown defects and to improve your knowledge of how a product works so that final installation is seamless.

BETA SOFTWARE is released with the specific intention of allowing the customer base to test the forthcoming release against their environment. BETA SOFTWARE should not be treated as evaluation software, while it does provide a look at the direction the product is taking, the very nature of the Beta designation implies that the software is incomplete. BETA SOFTWARE is intended for test purposes only and it shouldn't be used in a production environment

Testing Beta software allows the customer to verify that any defects in the current shipping product are resolved, and that no new defects have been introduced. The earlier in a products life cycle a defect is found the easier it is to resolve. If you are planning on implementing a product in a production environment, extensively testing BETA SOFTWARE will be a great advantage to you. Not only does it increase your product knowledge, it allows you to bring forward the implementation date. Testing BETA SOFTWARE releases also allows you to determine if the software will cause conflicts with your environment before the product is finalized. Defects found at this stage of development are easily rectified before release.

If you wish to participate in the beta release program, please contact us [email, fax or phone] for a free Beta License number to unlock the demo mode of the download.

**Beta releases of the Proactive Systems, Inc. software are offered for the benefit of both users and Proactive Systems, Inc.**

### **What beta users get:**

- Soonest use of new features and program capabilities.
- A prominent voice in providing input to the PSI program designers.

### **What PSI would like from beta users:**

- Please install and use the software immediately.
- Explore the new features and try them out.
- If you encounter a bug, please report it immediately, and don't accumulate a list of problems.
- If an error box appears, what is the error message; what is the title of the box reporting the error, steps to duplicate error, if possible.

***Participation in the beta release program does not imply free copies of or licenses for the distribution release of the software. On the other hand, we have regularly provided free license(s) to users who have provided material assistance in uncovering and isolating glitches to the extent that it assists us in resolving them.***

**IMPORTANT -**

You are about to download BETA SOFTWARE, distributed for feedback and testing purposes. Proactive Systems, Inc. This BETA SOFTWARE is for advanced users who are comfortable testing pre-release software. If you are unsure of whether this accurately describes you, PSI recommends that you do not download this software. Official support from PSI will be available when the official release version of the PSI product software is made available for general release.

During the Pre-Release Period for the BETA SOFTWARE, there is no charge for its use. The BETA SOFTWARE, including any upgrades or updates, may not be used for more than 3 months from the date of download under any circumstances. You agree to non-exclusively license the BETA SOFTWARE on a single CPU for internal use in consideration of your assistance in conducting beta testing in accordance with the software's License.

PSI agrees to provide current versions of the BETA SOFTWARE as corrected during the Beta testing Process via download from PSI's website, reasonable telephone technical support of the BETA SOFTWARE, and assistance in the analysis and resolution of problems in the use of the BETA SOFTWARE.

You agree to comply with all instructions provided by PSI pertaining to the use and maintenance of the BETA SOFTWARE during the term of the software's License, not to disclose, disseminate, loan, sell, copy or otherwise transfer BETA SOFTWARE to any other person or entity, or to modify or reverse engineer the BETA SOFTWARE in whole or in part, without the express prior written consent of PSI, and to concurrently preserve your previous manual or automated system which performs the same or similar functions as the BETA SOFTWARE, if any, in the event of any problems with BETA SOFTWARE.

You freely acknowledge and understand that the BETA SOFTWARE is in a developmental state. Consequently, you and your employer agree to release, indemnify and hold PSI harmless for all damages, expenses, including attorneys' fees, harm, losses, including lost profits, damages, deletions, alterations or modifications to any data file which either may incur, and/or acknowledge and agree that your sole remedy in the event of any loss shall be to return the BETA SOFTWARE and cease using it. You understand and acknowledge that back-up procedures must be implemented and followed on a regular basis in order to prevent the loss of any data or other files in the event of BETA SOFTWARE failure.

All rights, title and interest in the BETA SOFTWARE shall be vested only in PSI. Nothing in this Agreement shall be construed as an agreement to transfer title in the BETA SOFTWARE to you or any third party.