



HashiCorp, Inc.
101 2nd Street, #700
San Francisco, CA 94105

Beta Agreement

This Beta Agreement (“**Agreement**”) by and between you (“**Customer**”) and HashiCorp, Inc. (“**HashiCorp**”). The Effective Date of this Agreement is the first date you download, access, or otherwise use the HashiCorp Beta Technology with which this Agreement has been provided (“**Beta Technology**”).

1. HASHICORP BETA TECHNOLOGY

- 1.1 **Access and Use of the Beta Technology.** HashiCorp grant to Customer a non-exclusive, non-sublicensable, non-transferable right to use the Beta Technology while this Agreement is in effect, solely for Customer’s evaluation and testing purposes (“**Beta Period**”). Customer may access and use the Beta Technology solely for Customer’s internal business purposes, provided that the Beta Technology may not be used for benchmarking or the development of products competitive to HashiCorp’s.
- 1.2 **Beta Technology.** Customer acknowledges that, as of the Effective Date, the Beta Technology is pre-release, has not been fully tested, and may contain errors or bugs that may result in permanent loss or corruption of certain Customer Data or result in incorrect calculations. HashiCorp is not obligated to provide support or maintain any level of availability for the Beta Technology, though HashiCorp will endeavor to provide support as needed. HashiCorp may not make this version of Beta Technology (or any updates or future versions) generally available or otherwise available for production use. HashiCorp may not backup Customer Data or other information entered into the Beta Technology, and such Customer Data or information may not be available for retrieval or otherwise compatible or usable with HashiCorp products.
- 1.3 **Beta Use Information and Feedback.** In consideration of the rights granted in this Agreement, Customer agrees to provide periodic feedback on the usability of the Beta Technology, including errors, proposed enhancements, and other feedback as may be reasonably requested by HashiCorp. HashiCorp may use such feedback without restriction or obligation to the Customer.
- 1.4 **Fees.** There are no additional fees due for use of the Beta Technology. This does not affect the fees due under any Order Form. In addition, Customer understands that use of the Beta Technology after the Beta Period may be subject to payment of fees under a separate commercial agreement with HashiCorp.
- 1.5 **Confidential Information.** The Beta Technology, and any related information or materials provided or made available by HashiCorp under this Agreement, are HashiCorp Confidential Information, and Customer Data input or uploaded to the Beta Technology are Customer Confidential Information, provided that Customer grants HashiCorp a worldwide, non-exclusive license to host, copy, process, use, transmit, and display Customer Data as reasonably necessary to develop and provide the Beta Technology. HashiCorp’s use of Customer Data as described in this Section shall not result in any unauthorized disclosure of Customer Data, Customer Confidential Information, or personally identifiable information of Authorized Users to a third party. Each party’s obligations regarding protection of Confidential Information under the Enterprise License Agreement shall also apply to Confidential Information exchanged under this Agreement.

2. WARRANTY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ENTERPRISE LICENSE AGREEMENT (INCLUDING ANY REPRESENTATIONS AND WARRANTIES CONTAINED THEREIN), HASHICORP PROVIDES THE BETA TECHNOLOGY ON AN AS-IS BASIS, AND HEREBY DISCLAIMS ALL REPRESENTATIONS, SERVICE LEVEL AGREEMENTS, AND WARRANTIES WITH RESPECT TO THE BETA TECHNOLOGY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. HASHICORP DISCLAIMS ANY WARRANTY THAT THE BETA TECHNOLOGY WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM HASHICORP OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

3. TERM AND TERMINATION

- 3.1 **Term.** This Agreement shall commence on the Effective Date and shall continue until the earliest to occur of (1) the end of the Beta Period, or (2) either party’s notice to the other of termination of this Agreement.
- 3.2 **Termination.** Either party may terminate this Agreement upon written notice at any time and for any reason.
- 3.3 **Rights and Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement, Customer’s and Authorized Users’ right to access and use the Beta Technology shall immediately terminate, Customer and its Authorized Users shall immediately cease all use of and delete/erase all copies of the Beta Technology.

4. LIMITATION OF LIABILITY

Neither Customer nor HashiCorp, and its Affiliates and suppliers, will be liable under this Agreement for (i) indirect, special, incidental, consequential, exemplary, or punitive damages, or (ii) loss of use, data, business, revenues, or profits (in each case whether direct or indirect), even if the party knew or should have known that such damages were possible



and even if a remedy fails of its essential purpose arising out of or relating to this agreement, including the use or inability to use the Beta Technology, or use the HashiCorp products.

5. GENERAL

- 5.1 **Order of Preference.** In the event of a conflict between any other Agreement between the parties and Beta Agreement the Beta Agreement shall prevail solely with regard to the Beta Technology.
- 5.2 **Relationship Between the Parties.** Nothing in this Agreement shall be construed as to create a partnership, joint venture or agency relationship between the parties.
- 5.3 **Entire Agreement.** This Agreement (including any Exhibits hereto) constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.