



LawTekk Application Beta Test Program  
License Agreement

This document outlines the terms of agreement the Developer providing the License hereby known as the Agreement, and the Licensee, hereby known as the Tester. The terms of the License are defined as stated below.

Under applicable law, the provisions of the Agreement, agreed to by both Parties, are as follows:

### **General License – Section A**

1. Under the Agreement, the Developer grants the Tester a non-exclusive and non-transferable license (the “License”) to use and test RandomTekk (the “App”).
2. “App” includes the executable binary programs as well as any related documentation whether in physical or electronic form, and any files that may accompany the product.
3. Title, copyright, intellectual property rights and distribution rights of the App remain exclusively with the Developer. Intellectual property may include the look and feel of the App. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the App.
4. The App may be loaded onto any device capable of running the App and as specified by the Developer. The App will be made available in this manner solely for the purpose of testing the functionality of the App.
5. The rights and obligations of the Agreement are personal rights granted to the Tester only. The Tester may not in any way transfer or assign any of the rights or obligations granted under this Agreement to any other individual or legal entity. The Tester may not make available for installation the App to any third party singular or plural.
6. The App may not in any which way or form be modified, reverse-engineered, or decompiled using any past, current, or future available technologies or methods.
7. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

### **Limitation of Liability – Section B**

1. The App is provided by the Developer and accepted by the Tester “as-is”. Liability of the Developer shall be strictly limited to a maximum of the original purchase price of the App. The Developer shall not be held liable for any general, special, incidental, or consequential damages including, but certainly not limited to: loss of business, loss of revenue, loss or corruption of data, or any other loss of business, economic, or personal advantage suffered by the Tester arising out of use or failure to use the App.
2. The Developer makes no warranty expressed or implied regarding the fitness of the App for a particular purpose or that the App will be suitable or appropriate for the specific requirements of the Tester.
3. The Developer does not warrant that the use of the App will be uninterrupted or error-free. The Tester accepts that software, including mobile applications, in general is prone to bugs and flaws within an acceptable level as determined in the industry.

### **Warrants and Representations – Section C**

1. The Developer warrants and represents that it is the copyright holder of the App. The Developer warrants and represents that granting the license to use and test this App is not in violation of any other agreements, copyright or applicable statute.

### **Acceptance – Section D**

1. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Tester (Acceptance) upon execution of this Agreement.

### **Term – Section E**

1. The term of this Agreement will begin upon Acceptance and shall continue for a period of the Duration of the Beta Program. At the end of the term of this Agreement the Tester must destroy or allow to be destroyed all copies of the App in their possession.

### **Termination – Section F**

1. This Agreement shall be terminated and the License forfeited where the Tester has failed to comply with any of the terms of this Agreement or is otherwise in breach of this Agreement. On termination of this Agreement for any reason express or implied, the Tester shall promptly destroy any and all copies of the App in the Tester's possession.

### **Governing Law – Section G**

1. The Parties to this Agreement do submit to the jurisdiction of the courts of the Developer's original country of operations for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement shall be enforced or construed according to the laws of the Developer's original country of operation as well as local laws within the jurisdiction under which the Developer is situated.

## **Beta Test Program – Section H**

1. The Testing Environment is defined as: Apple TestFlight which is the point of distribution of the App, and is the initial point of contact between the parties to this Agreement. The Testing Environment is where the Tester shall receive instructions as to what aspects of the App will need testing.
2. Beta Test Program is defined as follows: The Developer shall make available prerelease copies of the App on the Testing Environment. The Developer shall invite parties to test the App as specified in Section J of this Agreement.
3. The Developer shall at its sole discretion reserve the right to invite any parties deemed competent in the tasks involved in testing the App.
4. The Developer shall at its sole discretion reserve the right to remove any parties for any reason during the duration of the Beta Test Program. Removal of the Tester by the Developer shall immediately cause the termination of this Agreement.
5. The duration of the Beta Test Program shall be indefinite within a reasonable scope. The Developer may state a set duration for the Beta Test Program.
6. The Tester acknowledges that statement of duration of the Beta Test Program is and shall be tentative and is subject to change at the sole discretion of the Developer.
7. The Developer reserves the right to end the Beta Test Program at any time and for any reason and at its sole discretion. The ending of the Beta Test Program shall immediately cause the termination of this Agreement.

## **Testing - Section J**

1. Testing is defined as follows: the Tester shall use the App as it is intended to be used by an end user. The Tester shall follow any instructions specified by the Developer as to which aspects of the App's functionality to use.
2. The Tester shall document any errors or bugs encountered during use of the App and shall promptly report any such errors or bugs to the Developer by the means specified in the Testing Environment.
3. The user shall use the App in ways that may not be expected by the Developer, except for when such actions shall constitute a breach of this Agreement, in order to detect any errors or bugs arising from fringe-use-case scenarios, and the Tester shall document and report any such errors or bugs to the Developer.
4. The Tester recognizes that the App is not in a final release state and therefore may be more prone to errors and or bugs than a final release version of the App. Furthermore, the Tester recognizes that the purpose of the Tester's use of the App is solely to test the functionality of the App as previously defined within this section (Testing – Section H).
5. The Tester acknowledges that their inclusion in the Beta Test Program does not create or imply any relationship in agency or in partnership between the Developer and the Tester.
6. The Tester acknowledges that their inclusion in the Beta Test Program shall not incur any reward for the Tester's participation. Furthermore, the Tester acknowledges that by participating

in the Beta Test Program, the Tester is not and shall not be entitled to any discounted rates on the final release version of the App.

### **Additional – Section K**

1. This Agreement and its terms may be modified by the Developer at the sole discretion of the Developer and without prior notice to the Tester, however, the Developer may notify the Tester, in writing, and for convenience of the Tester, of any changes made to this Agreement.
2. This Agreement does not and shall never create or imply any relationship in agency or in partnership between the Developer and the Tester.
3. Headings are inserted in the text of this Agreement for the convenience of the Parties to this Agreement only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and feminine gender and vice versa.
4. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be reduced in scope by the court to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no which way or form be affected, impaired or invalidated as a result.
5. This Agreement contains the entire agreement between the Parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with the final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement shall bind the Parties.
6. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Developer's successors and assigns.

### **Notices – Section L**

7. Apple is a registered trademark of Apple Inc. of Cupertino, CA.
8. TestFlight is a registered trademark of Apple Inc. of Cupertino, CA.
9. Apple Inc. owns and operates TestFlight, the Testing Environment.