Inventive Designers licenses this Beta Software Program Product to Licensee subject to the terms contained in this Beta Testing License Agreement (this “Agreement”). Read the terms and conditions of this Agreement carefully before installing, copying, and using this Inventive Designers Beta Licensed Software and, if any, the accompanying documentation.

The Beta Licensed Software is copyrighted to Inventive Designers and it is made available to Licensee under this Agreement for testing purposes only, it is not sold to Licensee and should not be used in production environments. This Beta Licensed Software has not been released for sale, distribution or usage for the general public and will be referred to as “Beta Licensed Software” from here on.

By clicking the “I accept the terms...” checkbox on the beta tester page, by executing a written copy of this Agreement, by installing, copying or otherwise using the Beta Licensed Software, Licensee is considered to have read and Licensee agrees to be bound by the terms of this Agreement. If Licensee is not willing to be bound by the terms of this Agreement, do not install, copy or use the Beta Licensed Software.

Inventive Designers reserves the right to update this Agreement at any time without any prior notice to Licensee. The applicable and most current version of this Agreement is at Licensee’s disposal on http://www.inventivedesigners.com.

Licensee agrees and acknowledges that the terms and conditions in this Beta Testing License Agreement has no effect nor any influence or any connection with - if any - any other Inventive Designers Software License Agreement which are applicable on Inventive Designers Program Products purchased by Licensee.

1. Beta Disclaimer

1.1. The Beta Software Licensed Hereunder is still in testing phase and is provided on an "as is" and "as available" basis and is believed to contain defects and a primary purpose of this Beta Testing License is to obtain feedback on software performance and the identification of defects. Licensee is advised to safeguard important data, to use caution and not to rely in any way on the correct functioning or performance of the Beta Licensed Software and/or accompanying materials.

2. Confidentiality & Confidential content accessible only to invited Licensees

2.1. Licensee agrees that, unless otherwise specifically provided herein or agreed by Inventive Designers in writing, the Beta Licensed Software and, if any, the Documentation, provided to Licensee by Inventive Designers constitute confidential proprietary information of Inventive Designers. Licensee shall permit only authorized users, who possess rightfully obtained license keys, to use the Beta Licensed Software or to view, if any, the Documentation. Licensee agrees not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of Inventive Designers. Licensee agrees to implement
reasonable security measures to protect such confidential information, but without limitation to the foregoing, shall use best efforts to maintain the security of the Beta Licensed Software provided to Licensee by Inventive Designers. Licensee will use its best efforts to cooperate with and assist Inventive Designers in identifying and preventing any unauthorized use, copying, or disclosure of the Beta Licensed Software, if any, Documentation, or any portion thereof.

2.2. This Beta Licensed Software can be accessible only to Licensees who are invited to test for using pre-release Beta Licensed Software and providing feedback to Inventive Designers. All information available concerning the Beta Licensed Software is confidential information of Inventive Designers. For a period of five years from the time Licensee accessed this confidential information, Licensee may not disclose this confidential information to any third party. This restriction will not apply to any information that is or becomes publicly available without a breach of this restriction; was lawfully known to the receiver of the information without an obligation to keep it confidential; is received from another source that can disclose it is lawfully and without an obligation to keep it confidential; or is independently developed. Licensee may disclose this confidential information if required to comply with a court order or other government demand that has the force of law. Before doing so, you must seek the highest level of protection available and, when possible, give Inventive Designers enough prior notice to provide a reasonable chance to seek a protective order.

3. Feedback

3.1. It is expressly understood, acknowledged and agreed that Licensee shall, regardless of whether or not formally requested to do, provide to Inventive Designers reasonable suggestions, comments and feedback regarding the Beta Licensed Software, including but not limited to usability, bug reports and test results (collectively, “Feedback”). If Licensee provides such Feedback to Inventive Designers, Licensee shall grant Inventive Designers the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights:

- to make, use, copy, modify, sell, distribute, sublicense, and create derivative works of, the Feedback as part of any Inventive Designers product, technology, service, specification or other documentation (individually and collectively, “Inventive Designers Products”);
- to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Inventive Designers Product;
- solely with respect to Licensee’s copyright and trade secret rights, to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; and
- to sublicense to third parties any claims of any patents owned or licensable by Licensee that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with the feedback or portion thereof incorporated into an Inventive Designers Product, technology or service.

3.2. Further, Licensee warrants that its Feedback is not subject to any license terms that would purport to require Inventive Designers to comply with any additional obligations with respect to any Inventive Designers Products that incorporate any Feedback.

3.3. Should Licensee encounter any bugs, glitches, lack of functionality or other problems on the website, please let Inventive Designers know immediately so it can be rectified accordingly. Licensee can submit its requests and issues to support@inventivegroup.com. Licensee’s help in this regard is greatly appreciated.
4. Grant of License

4.1. Subject to the terms and conditions of this Agreement, Inventive Designers hereby grants to Licensee a non-exclusive, non-transferable license (without the right to sublicense) (i) to use the Beta Licensed Software in accordance with, if any, the Documentation solely for purposes of internal testing and evaluation, and (ii) to copy Beta Licensed Software for archival or backup purposes, provided that all titles and trademarks, copyright, and restricted rights notices are reproduced on such copies and provided that only one copy of the Beta Licensed Software may be used at a time.

5. Restrictions on Grant

5.1. Except as otherwise specifically permitted in this Agreement, Licensee may not:

- modify or create any derivative works of any Beta Licensed Software or documentation, including - without limitation - translation or localization; (code written to published APIs (Application programming interfaces) for the Beta Licensed Software shall not be deemed derivative works);
- copy the Beta Licensed Software except as provided in this Agreement or elsewhere by Inventive Designers;
- separate Beta Licensed Software, which is licensed as a single product, into its component parts;
- reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code for any Product of the Beta Licensed Software (except to the extent applicable laws specifically prohibit such restriction);
- redistribute, encumber, sell, rent, lease, sublicense, use the Beta Licensed Software in a timesharing or service bureau arrangement, or otherwise transfer rights to any Software. Licensee may NOT transfer the Beta Licensed Software under any circumstances;
- remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Inventive Designers Product(s); or
- publish or make public any results of benchmark tests run on any Software to a third party without Inventive Designers prior written consent.

6. Beta Licensed Software Product Support

6.1. Inventive Designers is under no obligation i) to provide any technical support under the terms of this license, ii) to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop Beta Licensed Software either to Licensee or to any other party, and iii) provides no assurance that any specific errors or discrepancies in the Beta Licensed Software will be corrected.
7. Ownership and Copyright of Beta Licensed Software

7.1. Title to the Beta Licensed Software and all copies thereof remain with Inventive Designers. The Beta Licensed Software is copyrighted to Inventive Designers. Licensee will not remove copyright notices from the Beta Licensed Software. Licensee agrees to prevent any unauthorized copying of the Beta Licensed Software. Inventive Designers does not grant any express or implied right to Licensee under Inventive Designers patents, copyrights, trademarks, or trade secret information.

8. Term of this Agreement

8.1. Licensee’s rights with respect to the Beta Licensed Software will terminate upon the earlier of

- the initial commercial release by Inventive Designers of a generally available version of the Licensed Software; or
- 3 months after the last date Licensee receives the Beta Licensed Software or any update thereto.

8.2. Either party may terminate this Agreement at any time for any reason or no reason by providing the other party advance written notice thereof. Upon any expiration or termination of this Agreement, the rights and licenses granted to Licensee under this Agreement shall immediately terminate, and Licensee shall immediately cease using, and will return to Inventive Designers (or, at Inventive Designers’ request, destroy), the Beta Licensed Software, if any, the Documentation, and all other tangible items in Licensee’s possession or control that are proprietary to or contain Confidential Information of Inventive Designers.

9. Disclaimer of Warranties

9.1. THE BETA LICENSED SOFTWARE AND, IF ANY, DOCUMENTATION ARE LICENSED “AS IS”, AND INVENTIVE DESIGNERS DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, USABILITY OR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABLE QUALITY, TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, TO THE EXTENT AUTHORIZED BY LAW.

9.2. WITHOUT LIMITATION OF THE FOREGOING, INVENTIVE DESIGNERS EXPRESSLY DOES NOT WARRANT THAT THE BETA LICENSED SOFTWARE WILL MEET LICENSEE’S REQUIREMENTS OR THAT OPERATION OF THE BETA LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE BETA LICENSED SOFTWARE IS BEING PROVIDED TO LICENSEE “AS IS” WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RESPONSIBILITY FOR SELECTING THE BETA LICENSED SOFTWARE TO ACHIEVE ITS INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM ITS USE OF THE BETA LICENSED SOFTWARE. LICENSEE SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE BETA LICENSED SOFTWARE.

9.3. ANY DOWNLOAD AND USE OF THIS BETA LICENSED SOFTWARE PROGRAM PRODUCT IS DONE AT THE LICENSEE’S OWN RISK AND THE LICENSEE WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO - WITHOUT LIMITATION - ANY COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. SHOULD IT PROVE DEFECTIVE, LICENSEE ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR AND/OR CORRECTION. IT IS THEREFORE UP TO THE LICENSEE TO TAKE ADEQUATE
PRECAUTION AGAINST POSSIBLE DAMAGES RESULTING FROM THIS BETA LICENSED SOFTWARE. SOFTWARE IN BETA TESTING SHOULD FOR EXAMPLE NOT BE USED ON SENSITIVE AND/OR VALUABLE DATA AND SHOULD NOT BE USED IN PRODUCTION SYSTEMS.

10. Limit of Liability

10.1. IN NO EVENT WILL INVENTIVE DESIGNERS BE LIABLE TO LICENSEE OR ANY PARTY FOR - WITHOUT LIMITATION - ANY LOSS OF USE; INTERRUPTION OF BUSINESS; OR ANY DIRECT; INDIRECT; SPECIAL; INCIDENTAL; EXEMPLARY OR PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT; TORT (INCLUDING NEGLIGENCE); STRICT PRODUCT LIABILITY OR OTHERWISE; WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE BETA LICENSED SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY LICENSEE OR THIRD PARTIES OR A FAILURE OF THE BETA LICENSED SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF INVENTIVE DESIGNERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Governing Law and Choice of Forum

11.1. This Agreement shall be governed by and interpreted in accordance with the laws of Belgium. Any claim or dispute arising in connection with this Agreement shall be resolved in the competent courts of Antwerp.

12. Entire Agreement

12.1. This Agreement is a legal agreement and constitutes the complete and exclusive agreement between Licensee and Inventive Designers with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. This Agreement may not be amended except in a writing duly signed by Licensee and an authorized representative of Inventive Designers.