



SPECIFIC TERMS -- BETA PRODUCTS

1. **Definitions.** Any capitalized terms that are not otherwise defined herein shall have their respective meanings set forth in the Master Services Agreement or the Master Subscription Agreement entered into between TNS (or its affiliate) and Customer (as amended from time to time, the “**Agreement**”), if any.

2. **Free Trial.** Beta Products may be made available to Customer, subject to the Agreement and these Specific Terms. In the event of any conflict between the Agreement and these Specific Terms, these Specific Terms shall control with respect to Beta Products.

3. **Customer Acknowledgments.** Customer understands the risks associated with the access to and use of Beta Products, including, without limitation, that Beta Products may contain bugs and errors and may be updated, suspended or terminated without notice. Customer further acknowledges that (i) Customer is accessing and using Beta Products voluntarily and at Customer’s own risk, and (ii) the provision of any Beta Products for free may be temporary and TNS may charge a fee for making available Beta Products in its discretion.

4. **Customer Obligations.** In connection with its access to and use of Beta Products, Customer shall (i) notify TNS of any bugs, errors or other issues it encounters, (ii) make its personnel reasonably available to discuss Beta Products, and (iii) provide TNS with feedback, ideas, suggestions or similar matters related to the Beta Products which shall be deemed Feedback for purposes of the Agreement. The subject matter of any of the foregoing shall be deemed TNS’s Confidential Information for purposes of the confidentiality and non-disclosure obligations in the Agreement.

5. **No Warranties.** BETA PRODUCTS AND ANY INFORMATION RELATED TO OR PROVIDED THROUGH BETA PRODUCTS ARE PROVIDED ON AN “AS IS” AND “WITH ALL FAULTS” BASIS. TNS DOES NOT MAKE AND HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO BETA PRODUCTS OR ANY INFORMATION RELATED TO OR PROVIDED THROUGH BETA PRODUCTS.

6. **No Liability.** IN NO EVENT SHALL TNS PARTIES BE LIABLE UNDER ANY LEGAL THEORY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE SPECIFIC TERMS OR BETA PRODUCTS, WHETHER DIRECT, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THE FOREGOING IS NOT ENFORCEABLE UNDER APPLICABLE LAW AS WRITTEN, TNS PARTIES’ LIABILITY ARISING OUT OF OR RELATED TO THESE SPECIFIC TERMS OR BETA PRODUCTS SHALL NOT EXCEED \$100.00 USD IN THE AGGREGATE. Without limiting the foregoing, TNS shall have no obligation to indemnify, defend or hold Customer or any other individuals or entities harmless with respect to Beta Products.

7. **Suspension and Termination.** TNS may suspend or terminate Customer’s access to and use of Beta Products in TNS’s sole discretion at any time. Such suspension or termination may be without notice and for any or no reason. Notwithstanding anything to the contrary, Customer’s access to and use of Beta Products shall immediately terminate in the event the Agreement or the applicable Order Form expires or terminates for any reason. Customer acknowledges and agrees that Customer Content stored in or in connection with Beta Products may be deleted without notice. TNS shall have no liability due to any suspension, termination or deletion described in this Section 7.

8. **Miscellaneous.** Except as expressly set forth above, the parties agree that these Specific Terms shall not release, waive, impair or limit any of the parties’ rights, remedies, obligations or liabilities under the Agreement, and the parties hereby reaffirm each of their covenants and obligations under the Agreement. TNS may update or

replace these Specific Terms from time to time. The most current version of these Specific Terms is incorporated into the Agreement by reference and deemed a part thereof.

Last Updated: August 17, 2023

**For the most current version of these Specific Terms, please see www.tnsinc.com/legal or submit a request to TNS to obtain a copy in another reasonable form.*