

Last Updated: 29 09 2025

SUPPLEMENTAL TERMS AND CONDITIONS DESIGN PARTNERSHIP PROGRAM

These Supplemental Terms and Conditions (“**Supplemental Terms**”) apply to Customer’s participation in the DataSnipper Design Partnership Program (“**Design Partnership Program**”) and are incorporated by reference into Customer’s existing agreement with DataSnipper (the “**Agreement**”). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement. In the event of a conflict between these Supplemental Terms and the Agreement, these Supplemental Terms shall prevail solely with respect to the Design Partnership Program.

1. **PRE-RELEASE SOFTWARE.** Customer acknowledges and agrees that any access to software, features, prototypes, designs or other materials (whether in alpha, beta or conceptual stage) made available under the Design Partnership Program (“**Design Program Materials**”) is provided on an as is and as available basis, may be incomplete or unstable, and may contain errors or defects. DataSnipper disclaims all warranties with respect to Design Program Materials to the maximum extent permitted by law.
2. **FEEDBACK.** Any suggestions, comments, improvements, ideas or other feedback or related materials provided by Customer in connection with the Design Partnership Program (“**Feedback**”) may be freely used by DataSnipper. Customer grants DataSnipper a worldwide, perpetual, irrevocable, royalty-free license to use, copy, disclose and exploit such Feedback without restriction or obligation.
3. **CONFIDENTIALITY.** Customer acknowledges that participation in the Design Partnership Program may involve disclosure of DataSnipper’s confidential and proprietary information, including but not limited to product plans, prototypes and technical information (“**Program Confidential Information**”). Customer agrees to keep such Program Confidential Information in strict confidence and not disclose it to any third party without DataSnipper’s prior written consent.
4. **NO OBLIGATION TO RELEASE.** Customer acknowledges and agrees that DataSnipper has no obligation to develop, release, continue offering, or include in Customers’ commercial license any product features or functionalities discussed or tested as part of the Design Partnership Program, and that any commercial product may differ materially from the Design Program Materials.
5. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary in the Agreement, DataSnipper shall have no liability for any errors, defects, or damages arising from or relating to Customer’s use of Design Program Materials under the Design Partnership Program. Customer acknowledges that use of Design Program Materials is entirely at Customer’s own risk.
6. **VOLUNTARY PARTICIPATION.** Participation in the Design Partnership Program is voluntary. Either Party may terminate Customer’s participation in the Design Partnership Program at any time by providing written notice to the other Party.
7. **SUB-PROCESSORS.** Customer authorizes DataSnipper to use sub-processors during the Design Partnership Program.