## AUTHO, INC.

## **BETA SERVICE TERMS**

These Beta Service Terms (these "**Terms**") contain the terms under which Auth0 agrees to grant Customer access to and use of certain preview and similar pre-release features or solutions. By indicating Customer's acceptance of these Terms, by executing a sales order that references these Terms, or by using such features or solutions, Customer agrees to be bound by these Terms. If you are entering into these Terms on behalf of an entity, such as the company you work for, then you represent to Auth0 that you have the legal authority to bind the Customer to these Terms. If you do not have that authority or if Customer does not agree with these Terms, then you may not indicate acceptance of these Terms, and neither you nor Customer may use or access Auth0's preview and similar pre-release features or solutions. For these purposes, "**Customer**" means the individual that indicated their agreement to these Terms or, if you are entering into these Terms on behalf of an entity, such as the company you work for, that entity.

- 1. These Terms describe the terms and conditions under which Customer may access and use certain features, technologies and services made available to Customer by AuthO that are not yet generally available, including any products, services, or features labeled "beta", "preview", "pre-release", or "experimental" (each, a "Beta Service"). These Terms supplement and are incorporated into the Subscription Agreement or Terms of Service (as applicable) between Customer and AuthO (collectively, the "Main Agreement"). The Main Agreement, as supplemented by these Terms, apply to the Beta Services. In the event of any conflict between the provisions of these Terms and the provisions of the Main Agreement, the provisions of these Terms prevail.
- 2. During the term of the applicable Beta Service, AuthO strongly recommends that Customer should access and use the Beta Service solely for its internal evaluation purposes, and in non-production environments. Customer acknowledges that Beta Services have not undergone the same performance and security reviews and processes that AuthO applies to its general release services. If Customer elects to use Beta Services for purposes other than internal evaluation, or in production environments, or with any Personal Data, then Customer assumes all of the risks of doing so.
- **3.** Customer must treat the Beta Service as "Confidential Information" of AuthO under the terms of the Main Agreement.
- 4. Customer must comply with all policies and guidelines related to any Beta Service as posted on the https://auth0.com site or otherwise made available to Customer. Auth0 may add or modify restrictions, including lowering or raising any usage limits, related to access to or use of any Beta Service at any time. If requested by Auth0, Customer will promptly decrease its usage of the applicable Beta Service to the levels that Auth0 may specify.
- 5. AuthO's service level agreements and support program do not apply to any Beta Services.
- **6.** Each of Auth0 and Customer may suspend or terminate Customer's access to or use of any Beta Service at any time and for any reason. Auth0 may at any time cease providing any or all of any Beta Service in its sole discretion and without notice. Beta Services also may be unavailable or their performance may be negatively affected by scheduled and unscheduled maintenance. Auth0 will use reasonable efforts to notify Customer in advance of scheduled maintenance, but Auth0 is unable to provide advance notice of unscheduled or emergency maintenance.
- 7. Customer agrees to provide Auth0 with reasonable information relating to its access, use, testing, or evaluation of the Beta Service, including observations or information regarding the performance, features and functionality of the Beta Service ("Test Observations"), when and in the form reasonably requested by Auth0. Auth0 may use and evaluate all Test Observations for its own purposes. Customer hereby grants Auth0 a non-exclusive, perpetual, irrevocable, paid-up, royalty-free, worldwide, transferable license, with right to sublicense, to make, have made, sell, offer for sale, use, import, reproduce, distribute, display, perform, and make derivative works of the Test Observations. Customer will not use any Test Observations except for its internal evaluation purposes of the Beta Service. Customer will not disclose (including in a press release or public statement) any Test

Observations, suggestions concerning a Beta Service, or any other information about or involving (including the existence of) any Beta Service, except as agreed by AuthO in writing.

- 8. AuthO will be the sole owner of all intellectual property rights in or to the Beta Services and their documentation, and any derivative works of or improvements or enhancements to them. Customer acknowledges that the Beta Services and all of their related technical data and information constitute trade secrets and are the valuable property of AuthO and its licensors and that they are protected, without limitation, by copyright and trademark rights. Customer will not remove, obscure or alter any notice of copyright, patent, trade secret, trademark or other proprietary right or disclaimer appearing in or on any Beta Services or documentation. Except to the extent (if any) permitted by applicable law or required by AuthO's licensors, Customer may not create or attempt to create, by reverse engineering or otherwise, the source code of the Beta Services.
- 9. As between Customer and Auth0, Customer will retain all of its rights in data or content uploaded to the Beta Services, or otherwise submitted for processing by the Beta Services, by Customer or its users ("Content"). Customer hereby grants Auth0, with rights to sub-license to its affiliates and sub-processors, a non-exclusive, worldwide, paid-up, royalty-free license to reproduce, distribute, display, modify, process and use the Content, solely in connection with Auth0's provision of the Beta Services and as otherwise agreed in writing by Customer.
- **10.** Customer hereby grants to AuthO a non-exclusive, royalty-free, paid-up, perpetual, irrevocable, worldwide license to use usage statistics, histories, performance data and telemetry for purposes of maintaining, improving and enhancing the Beta Services.
- 11. Each individual Beta Service will automatically terminate upon the release of a generally available version of the applicable Beta Service or upon notice of termination by Auth0. Notwithstanding anything to the contrary in the Main Agreement or these Terms, either Customer or Auth0 may terminate Customer's participation in a Beta Service at any time for any reason upon notice to the other party. Notwithstanding anything to the contrary in the Main Agreement, after the conclusion of Customer's participation in a Beta Service for any reason, (a) Customer will not have any further right to access or use the applicable Beta Service; (b) the Content used in the applicable Beta Service may be deleted or inaccessible; and (c) Customer will immediately return or, if instructed by Auth0, destroy all Auth0 Confidential Information related to the applicable Beta Service. If Auth0 releases a generally available version of a Beta Service, Customer's access to and use of the generally available version will be subject to the Main Agreement and any additional terms as may be specified by Auth0 for that generally available service offering. Auth0 does not guarantee that any Beta Service will ever be made generally available, or that any generally available version will contain the same or similar functionality as the version made available by Auth0 during the term of the Beta Service.
- 12. ADDITIONAL WARRANTY DISCLAIMERS. WITHOUT LIMITING ANY DISCLAIMERS IN THE MAIN AGREEMENT, THE BETA SERVICES ARE NOT READY FOR GENERAL COMMERCIAL RELEASE AND MAY CONTAIN BUGS, ERRORS, DEFECTS, VULNERABILITIES OR HARMFUL COMPONENTS. ACCORDINGLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MAIN AGREEMENT OR THESE TERMS, AUTHO IS PROVIDING THE BETA SERVICES TO CUSTOMER "AS IS." AUTHO AND ITS AFFILIATES AND LICENSORS PROVIDE NO ASSURANCES, AND MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE BETA SERVICES, INCLUDING ANY WARRANTY THAT THE BETA SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF VULNERABILITIES OR HARMFUL COMPONENTS, OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST, DAMAGED OR SUBJECT TO UNAUTHORIZED ACCESS. EXCEPT TO THE EXTENT PROHIBITED BY LAW, AUTHO AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. AUTHO'S AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY FOR ANY BETA SERVICES WILL BE LIMITED TO THE AMOUNT CUSTOMER ACTUALLY PAYS AUTHO UNDER THESE TERMS FOR THE BETA SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.
- **13.** Because the Beta Services involve features, technologies and services that are not yet generally available, Customer acknowledges that any violation of these Terms could cause irreparable harm to Auth0 for which monetary damages may be difficult to ascertain or an inadequate remedy. Customer therefore agree that Auth0

will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of these Terms.