

You are invited to participate in beta testing NTT's [Samurai XDR](#) subject to the [Terms of Service](#) and these beta terms ("Beta Terms," together with the [Terms of Service](#), the "Applicable Terms"). The Applicable Terms are made by and between You and NTT and are effective as of the date You first accept them (whether via an online click-through or a signed agreement or by using the Beta Product) (the "Effective Date").

1. **General Terms.** From time to time, NTT may seek to test XDR Services and make them available to you under these Beta Terms (each, the "Beta Product"). You agree that these Beta Terms are separate and independent agreements for each such Beta Product.
1. **Beta Test Participation.** As the Beta Product is still in a testing phase, it is likely to contain errors. In addition to the disclaimers in the Terms of Service, you agree that the Beta Product is provided "AS IS" and "AS AVAILABLE." You understand and agree that we may change, withdraw, terminate your access to, testing of and/or use of, or discontinue the Beta Product (or any portion thereof) at any time and in our sole discretion, with or without notice to you. During the term of these Beta Terms, you will use commercially reasonable efforts to provide suggestions, comments or ideas and report issues or problems related to your use of the Beta Product (collectively, "feedback") to us in a timely basis or as otherwise agreed between the parties in writing (email will suffice). You agree not to disclose feedback to any third party and hereby assign to us all right, title and interest in and to any feedback, without any right to compensation or other obligation from us.
2. **Fee.** Your use of the Beta Product pursuant to these Applicable Terms is free of charge during the Term (as define at Section 6 below). Upon the expiration or termination of the Beta Term in accordance with Section 6, You agree to immediately discontinue any use of the Beta Product; provided, in the event of an expiration occurring pursuant to Section 6(ii) You may elect to continue using the applicable Samurai XDR product subject to the Terms of Use and payment of applicable fees and charges.
3. **Confidentiality.** "Confidential Information" means any and all information disclosed by us to you, or accessed or provided by you, relating to the Beta Product, including your use thereof, the relationship contemplated herein, feedback, and the Service Descriptions, except to the extent made public by us. You agree that you: (a) will not use any Confidential Information other than as necessary to use or test the Beta Product hereunder; (b) will maintain Confidential Information in strict confidence and will use the same degree of care to protect it as you use to protect your own confidential information, but in no circumstances less than reasonable care; and (c) will not disclose the Confidential Information to any person or entity other than those who need access to such Confidential Information to effect the intent of these Beta Terms and who are bound by written confidentiality obligations at least as protective as those set forth in this section; provided, however, that you will remain responsible for each such person's or entity's compliance with and breach of the confidentiality terms herein. You will not make any public announcements related to the Beta Product without our prior written approval, which we may grant or withhold in our sole discretion. This confidentiality provision supersedes any prior agreements between the parties solely with respect to Confidential Information hereunder.
4. **Service Descriptions.** Product-specific terms and policies may also apply to your use of the Beta Product (the "Service Descriptions"). In such case, Service Descriptions will be made available to you (online or, prior to being made available online, as separately provided to you) and will also apply to your use of the Beta Product. For clarity, once we post Service Descriptions online (in the [Terms of Service](#), in other supplemental terms, or otherwise), the online version of such Service Descriptions will supersede any prior versions provided to you. By continuing to access, test, or use the Beta Product after any modification to the applicable Service Descriptions, you agree to be bound by them.
5. **Term.** With respect to each Beta Product, the term of these Beta Terms will begin on the Effective Date and, unless terminated earlier in accordance with the Applicable Terms, will expire on the earlier of (i) the date specified by us in our sole discretion (after which you will cease use of such Beta Product), (ii) the date we (in our sole discretion) make such Beta Product generally publicly available (after which any permitted use is subject to our [Terms of Service](#) alone, and not these Beta Terms, and payment of applicable fees and charges), or (iii) the date we discontinue such Beta Product (the "Term"). These Beta Terms, as applied to each Beta Product, may be terminated by either party: (a) with cause immediately upon written notice to the other party; or (b) without cause upon thirty (30) days' prior written notice to the other party. Sections 2, 3, 7, and 8 of these Beta Terms, and the provisions of the [Terms of Service](#), will survive any termination or expiration of these Beta Terms.
6. **Miscellaneous.** You agree that your use of the Beta Product is subject to the Applicable Terms; the Service Descriptions; and Our [Privacy Policy](#). To the extent these Beta Terms conflict with the [Terms of Service](#), these Beta Terms will govern with respect to your use of the Beta Product to the extent of the conflict. As between the parties, we retain exclusive ownership of the Beta Product. Notwithstanding the foregoing, the

[Terms of Service](#) (unmodified by these Beta Terms) continue to apply to your use of any NTT Services other than the Beta Product even if use thereof is in connection with the Beta Product. Terms used but not defined herein have the meaning given in the [Terms of Service](#). The term "including" means including without limitation. Notwithstanding (and in further limitation of) the liability cap in the [Terms of Service](#), OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ANY ACCESS TO, TESTING OF OR USE OF THE BETA PRODUCT OR THESE BETA TERMS SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100). We may modify Our [Terms of Service](#) or these Beta Terms at any time, and by continuing to access, test, or use the Beta Product after any modification to the [Terms of Service](#) or these Beta Terms, you agree to be bound by them.

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Name:

Title:

Date: