

BODY INTERACT™ “BETA PARTICIPATION AGREEMENT” (BPA)

Please scroll down and read all of the following terms and conditions of the Body Interact™ Beta Participation Agreement (BPA) carefully. If you agree to be bound by all of the terms and conditions of this agreement, click on the “**accept**” button. If you do not agree to be bound by all of the terms and conditions of this agreement, click on the “decline” button and you will be ineligible to participate in the program.

The Software-Product Body Interact™ accompanying this Agreement as a pre-release copy and all affiliated materials, including documentation and information (collectively the “Product”), is copyrighted. Scope of this agreement is the licensing temporarily (not selling) of the “Product” to You, as the ‘user’. Body Interact™ reserves all rights not expressly granted.

Scope of this Agreement

The purpose of this BPA is to make beta and other pre-release software available to beta program participants for the purpose of providing Body Interact™ with feedback on the quality and usability of the pre-release software. You understand and agree that participation in the beta program is voluntary and does not create a legal partnership, agency, or employment relationship between you and Body Interact™. You understand that your participation in the beta program does not obligate Body Interact™ to provide you with any pre-release software. Body Interact™ reserves the right to modify the terms, conditions, and policies of this BPA whenever necessary and to revoke your participation in this beta program at any time. If Body Interact™ makes changes to the terms and conditions of this agreement, you will be presented with such revised terms and conditions to on the BPA program website.

Terms of service

Please read and agree to the following terms and conditions, if you wish to be eligible to participate in the BPA. However, we do not guarantee that you will be selected to participate in the Beta Testing.

Eligibility and Enrollment

By selecting the “accept” button, you acknowledge that:

- You are 18 years old or older
- You have read, understood, and accepted the terms and conditions of this agreement.
- You represent that neither you nor any household member is:
 - A member of the press or any public newsgroup,
 - An employee or representative of any competitor of Body Interact™.
“Competitor” means any person, firm, corporation, or other entity that provides products or services, or has any significant or material business, in healthcare simulation industries.
- You are a live sciences student or a healthcare professional.

All applicants are required to have or use an iPhone device with at least 2GB RAM and iOS12+ prior to submitting their application to this BPA.

License

Subject to your compliance with this Agreement, Body Interact™ hereby grants you a personal, limited license to use the Body Interact™ Software solely for testing and evaluation purposes and only in connection with this BPA. This license does not grant you the right to use the Body Interact™ Software for any other purpose, or to disclose, reproduce, distribute, modify or create derivative works of the Body Interact™ Software. You agree not to decompile, reverse engineer, disassemble, decrypt, or otherwise attempt to derive the source code of Body Interact™ Software. You certify that the Body Interact™ Software will only be used for testing and evaluation purposes in connection with this BPA, and will not be rented, sold, leased, sublicensed, assigned, distributed or otherwise transferred. Body Interact™ retains ownership of all Body Interact™ Software and no other rights or licenses are granted or to be implied under any Body Interact™ intellectual property.

You are entitled to access, download or install, and operate the Body Interact™ software solely for the purposes of performing your obligations under this Agreement. You may not sell, license, or transfer the Body Interact™ software, or reproductions of the Body Interact™ software to other parties in any way. You may download or Install, and operate the Product on iOS devices linked to the email address provided on sign-up.

Term and Termination

Licensee's rights with respect to the Body Interact™ Software will terminate upon the automatic expiration of the Beta Software based on the system date. Either party may terminate this Agreement at any time for any reason or no reason by providing the other party advance written notice thereof. Body Interact™ shall immediately terminate this Agreement and any Licensee rights with respect to the Beta Software without notice in the event of improper disclosure of Body Interact™ Beta Software.

You may terminate this Agreement or an individual seeding project at any time, for any reason, by sending an email to support@bodyinteract.com requesting your withdrawal and returning or destroying any Confidential Information that is in your possession or control (including, without limitation, any Pre-Release Software).

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 Body Interact™ (or, at Body Interacts™ request, destroy), the Beta Software, Documentation, and all other tangible items in Licensee's possession or control that are proprietary to or contain Confidential Information.

Upon termination of this Agreement for any reason, the obligation to protect Confidential Information shall survive such termination.

Disclaimer of Liability and Warranties

Any Software under this Agreement is experimental and shall not create any obligation for Body Interact™ to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop Software either to Licensee or to any other party. The software is provided “as is” without any express or implied warranty of any kind including warranties of merchantability or fitness for any particular purpose.

By its nature, the BetaTest Material may contain errors, bugs and other problems that could cause system failure and the testing and quality assurance of the BetaTest Material may not yet be completed. Participant acknowledges and agrees that the BetaTest Materials may contain, in Body Interact™ sole discretion, more or fewer features or different licensing terms than subsequent commercial release versions. Because the BetaTest Material is subject to change, Body Interact™ reserves the right to alter the BetaTest Material at any time, and any reliance on the BetaTest Material is at Participant’s own risk. Without limiting any disclaimer of warranty or other limitation stated herein, Participant agrees that any BetaTest Materials are not considered by Body Interact™ be suitable for commercial use, and that they may contain errors affecting their proper operation.

Body Interact™ Obligations

Body Interact assures the following obligations:

- To deliver the Beta Test Material to Participant at Body Interact™’s expense
- To provide technical support for the Beta Test Material
- Body Interact™ has no obligation to develop or provide any updates or revisions to the Beta Test Material
- Body Interact™ reserves the right to alter or adjust performance specifications for the BetaTest Material as it deems necessary or desirable.
- To provide the instructions, safety information, warnings or cautions concerning the BetaTest Material

Beta Testers Obligations

Accepted Beta Testers in this BPA agree to:

- Actively use, teste and evaluate the product or service being tested;
- Familiarize itself with the BetaTest Material information, instructions and documentation provided by Body Interact™ to only use or test the BetaTest Material as directed.
- Provide the types of feedback requested and respond to questions;
- Promptly notify Body Interact™ of any and all functional flaws, errors, anomalies, and problems directly or indirectly associated with the BetaTest Material known to or discovered by Participant.
- To provide Body Interact™ such reports via the methods designated by Body Interact™ to promptly respond to any and all reasonable inquiries, questionnaires, surveys, and other test documents submitted to Participant by Body Interact™.

- Give Body Interact™ all rights to use any feedback you submit;
- Not disclose that you are participating in this BPA
- Not show the materials to others;
- Not share copies, pictures, or videos of any materials you receive in any form (including social media);
- Return any materials if requested.
- Report any flaws, errors or imperfections discovered in any software or other materials where Beta Tester has been granted access to the Beta Test.
- Understand that prompt and accurate reporting is the purpose of the Beta Tests and undertakes to use best efforts to provide frequent reports on all aspects of the product both positive and negative and acknowledges that any improvements, modifications and changes arising from or in connection with the Beta Testers contribution to the Project, remain or become the exclusive property of the Disclosing Party.

Privacy Policy

The Body Interact™'s Privacy Policy (available at https://bodyinteract.com/privacy_policy.pdf) (Privacy Policy) applies to the BPA and the Beta Software. You acknowledge and agree that by participating in the Beta Program or by using the Beta Software, Body Interact™ may receive certain information about you, including personally identifiable information and you hereby consent to Body Interact™ collection, use and disclosure such information in accordance with the Privacy Policy.

Data collected for this BPA will be treated in accordance with Take The Wind S.A. (company owner of Body Interact™) Privacy Policy, which is incorporated by reference into this Agreement and which can be viewed at: https://bodyinteract.com/privacy_policy.pdf

Non-disclosure agreement

The Tester will not disclose Software or any comments regarding Software to any third party without the prior written approval of Body Interact™. The Tester will maintain the confidentiality of Software with at least the same degree of care that you use to protect your own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances. The Tester will not be liable for the disclosure of any confidential information.

The testers agree to not disclose any information related to the app (features, code, architecture, etc.), or its testing (bugs, crashes, performance, etc.) without prior written consent from the developer.

Any feedback, ideas, modifications, suggestions, improvements, and the like made by Participant with respect to the Body Interact™ Software ("Supportive Information") will be the property of Body Interact™.

Fees and Payment

There are no license fees for Licensee's use of the Beta Product under this Agreement. Licensee is responsible for all costs and expenses (such as, costs for Internet and phone services,

accessories, cabling, etc.) associated with the use of the Beta Product and the performance of all testing and evaluation activities.

Assignment

This Agreement is personal to Tester. Tester shall not assign or otherwise transfer any rights or obligations under this Agreement.

Support

Technical support that may be necessary must be sent by email to support@bodyinteract.com. Support team will reply in reasonable timeframe and within working labor hours.

Governing Law and Jurisdiction / Arbitration

This Agreement shall be governed by and construed and enforced in accordance with the European Union Regulation 593/2008, with court of Coimbra, Portugal.

For more information, please contact:

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Thank you! We look forward to your participation!