

EXHIBIT A TEST TERMS

1. If Customer uses any Services that have been identified as a “beta” service, limited release, early access, preview, pilot test, or with similar designation (“**Test Service**”), then Customer’s use of the Test Service is subject to the following Product Terms:
2. Customer acknowledges that the Test Service is a pre-release version, may not work properly, and may expose Customer to unusual risks of operational failures. Customer shall not use the Test Service in a live production environment; or in any hazardous environments, life support, or weapons systems.
3. Any Service which iret may subsequently develop and offer based upon the Test Service may change substantially from the Test Service, and programs that use or run with the Test Service may not work with the Service. iret may terminate the Test Service at any time, in iret’s sole discretion.
4. iret shall provide support for the Test Service only during 10:00 am – 7:00 pm Monday through Friday, excluding public holidays, in the country in which the iret entity providing the Test Service is located. Customer is not entitled to any credits under the SLAs for downtime or other problems that may result from Customer’s use of the Test Services.
5. Customer agrees to provide prompt feedback regarding Customer’s experience with the Test Service in a form reasonably requested by iret, including information necessary to enable iret to duplicate errors or problems experienced. Customer agrees that iret may use Customer feedback for any purpose, including product development purposes. On iret request, Customer shall provide iret with comments that iret may use publicly for press materials and marketing collateral. Any intellectual property inherent in Customer feedback or arising from Customer’s testing of the service shall be owned exclusively by iret. Customer agrees that all information regarding Customer’s beta test, including Customer’s experience with and opinions regarding the Test Service, will be Confidential Information of iret, and may not be disclosed to a third party or used for any purpose other than providing feedback to iret.
6. To the extent permitted by applicable law, the Test Service is provided "AS IS" with no warranty whatsoever; and iret or its Representatives disclaims any and all warranties with respect to the Test Service including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
7. Notwithstanding anything in the Agreement to the contrary, and to the extent permitted by applicable law, neither iret or its Representatives are liable in connection with the Test Services for: (i) any indirect, special, incidental or consequential loss or damages of any kind; (ii) any loss of profit; (iii) any loss of business; (iv) any loss of data; (v) any anticipated savings or revenue; or (vi) for any loss that could have been avoided by Customer’s use of reasonable diligence, even if iret or its Representatives have been advised or should be aware of the possibility of such damages.
8. Notwithstanding anything in the Agreement to the contrary, and to the extent permitted by applicable law, the maximum aggregate liability of iret and its Representatives in connection with the Test Services howsoever caused, whether occurring before or after the execution of the Agreement, for breach of contract, tort (including negligence) or otherwise shall not exceed one of the following: (i) if Customer is billed in US Dollars, US\$500.00; or, (ii) if Customer is billed in a currency other than US Dollars, an amount equivalent to US\$500.00 in the currency in which Customer is billed, such equivalent amount to be determined by iret.