

**BETA Testing Supplement (South Africa)**

Version 1.0 September 2024

**1. BETA testing**

- 1.1 dunnhumby grants Client a limited, non-exclusive, non-sublicensable, non-transferrable, revocable right, during the BETA Testing Period, to use the BETA Items for the purpose of testing, evaluation, and providing Feedback to dunnhumby.
- 1.2 BETA Users may be required to accept terms of use before being granted access to the BETA Items.

**2. Usage Data and Feedback**

- 2.1 Client will provide and will procure that BETA Users provide dunnhumby with Feedback on the BETA Items, including responses to any reasonable questionnaires or surveys, within timescales reasonably requested by dunnhumby.
- 2.2 Client acknowledges that dunnhumby Group members may collect Usage Data.
- 2.3 dunnhumby Group members may use Usage Data and Feedback freely, and without restriction both during and after the BETA Testing Period, including to operate, support, improve, train, and develop services of the dunnhumby Group and third party components of such services. dunnhumby acknowledges that Feedback is provided "as is" without warranty.

**3. Client obligations**

- 3.1 Client shall and shall ensure BETA Users:
  - (a) use the BETA Items in accordance with this BETA Testing Supplement;
  - (b) comply with all limits on use of the BETA Items specified in the Order (including limits on the number of BETA Users and volume of BETA Outputs);
  - (c) ensure BETA Users:
    - (i) access the BETA Service using IDs and passwords specifically assigned to them and keep their assigned IDs and passwords secure and do not share them with any other persons;
    - (ii) access the BETA Service only using hardware, software and services that meet any minimum technical requirements notified by dunnhumby to Client;
  - (d) notify dunnhumby promptly on becoming aware of any BETA Service Security Breach and co-operate fully with dunnhumby's reasonable requests to enable dunnhumby to investigate, contain and remedy any BETA Service Security Breach (including access to relevant Personnel and user-access logs).

**4. Restrictions**

- 4.1 Client will not and will procure that BETA Users do not:
  - (a) use the BETA Items for any purpose that is not expressly permitted in this BETA Testing Supplement;
  - (b) alter or circumvent any product key or licence restrictions in respect of the BETA Service;
  - (c) remove any identification, confidentiality or other marks or notices from the BETA Items;
  - (d) decompile, reverse engineer, or disassemble the BETA Service or BETA Outputs or attempt to do so; or
  - (e) modify, translate, or create derivative works from the BETA Items.

**5. IPR and confidentiality**

- 5.1 All IPRs in BETA Items and any modifications, adaptations and translations of the same (excluding IPRs in Client Materials), are and remain the property of dunnhumby and dunnhumby's licensors.
- 5.2 The BETA Items, testing and evaluation of the BETA Items, outcomes of testing and evaluation and Feedback in respect of any of the foregoing are dunnhumby's Confidential Information, and the confidentiality obligations in the Agreement apply.

**6. Disclaimer and limitation of liability**

- 6.1 The BETA Items are not fully tested and may contain errors, inaccuracies or faults. They are provided to Client without charge for testing, evaluation and Feedback only, and Client acknowledges that they should not be used or relied on for purposes or in situations where errors, inaccuracies or faults could result in Client or any other person suffering loss or harm.
- 6.2 Client shall not rely on the BETA Service as a data storage, warehouse, back-up or archive facility. It is Client's responsibility to ensure that it retains copies and back-ups of all Client Materials.
- 6.3 The BETA Items are provided "as is", without warranty or indemnity of any kind. dunnhumby makes no commitments as to the quality or fitness for any purpose of the BETA Items nor as to the availability of the BETA Service. **To the fullest extent permitted by law, dunnhumby excludes all liability arising out of or in connection with the BETA Items and Client's use of or reliance on the same.** If this exclusion is not enforceable for any reason, dunnhumby's total liability under or in connection with this BETA Testing Supplement, whether in contract, delict, tort (including negligence) or under any other legal theory of recovery, is limited to £100.
- 6.4 dunnhumby's total and aggregate liability under any other part of the Agreement for acts or omissions or other defaults occurring during the BETA Testing Period, shall not exceed £1000 (one thousand pounds), whether in contract, delict, tort (including negligence) or under any other legal theory of recovery.

**7. Termination**

dunnhumby may terminate this BETA Testing Supplement by notice at any time, without liability to Client. On termination or expiry of this BETA Testing Supplement, Client shall stop using the BETA Service. Termination shall not affect any accrued rights or remedies of the Parties.

**8. Definitions**

In these BETA Terms and Conditions:

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**BETA Testing Period** means the testing period specified in the Order, starting on the effective date of this Agreement or, if later, the date that dunnhumby first makes the BETA Items available to Client.

**BETA User** means Personnel of Client assigned a personal unique ID and password to access the BETA Items.

**Feedback** means comments, suggestions, feedback, requests, and responses to questionnaires and surveys in respect of BETA Items.

**BETA Documentation** means documentation relating to the use or operation of the BETA Service that dunnhumby provides or makes available to Client and includes training materials and user manuals.

**BETA Items** means the BETA Service, BETA Documentation and BETA Outputs.

**BETA Outputs** means information, insights, data points, reports, analyses, and deliverables generated or obtained through access to and use of the BETA Service.

**BETA Service** means the BETA service or tool described in the Order.

**BETA Service Security Breach** means any compromise of BETA User login credentials and any resulting unauthorised or unlawful access to any BETA Items.

**Usage Data** means data on the use and performance of the BETA Service based on BETA Users' use of the BETA Service.