



NINTEX BETA TERMS

CAREFULLY READ THESE BETA TERMS. BY SELECTING “I AGREE” YOU (AND IF ACCEPTED ON BEHALF OF AN ENTITY, THE ENTITY) ACCEPT THE TERMS AND CONDITIONS OF A LEGALLY BINDING AGREEMENT. IF YOU DO NOT ACCEPT ANY PART OF THIS AGREEMENT, DO NOT SELECT “I AGREE” AND YOU WILL NOT BE PERMITTED TO JOIN THE BETA TRIAL.

These Beta Service Terms (“Beta Terms”) govern the use of Nintex’s pre-release features, accessible after acceptance of these Beta Terms and designated as beta within the service, (“Beta Service”). This agreement is made between Nintex and the person executing these Beta Terms and the entity that you represent, if any (“User” or “You”). These Beta Terms supplement the Master Subscription Agreement or other terms that are otherwise applicable to Nintex software products (“Agreement”). Capitalized terms not defined herein have the meanings in the Agreement.

1. BETA ACCESS AND RESTRICTIONS. User may access the Beta Service during the period Nintex makes it available (the "Beta Period") solely for internal evaluation and testing. User acknowledges that the Beta Service is not recommended for use in production environments or business-critical processes and that Nintex provides no support commitments and has no obligation to provide maintenance, technical support, bug fixes, error corrections, or updates for the Beta Service. If User chooses to use the Beta Service in a production environment, User: (a) assumes all risk of system failures, data loss, or incorrect outputs; (b) is solely responsible for implementing appropriate safeguards, including data backups and human oversight; and (c) acknowledges that Nintex provides no service level agreements, support commitments, or uptime guarantees for the Beta Service. User shall not submit to the Beta Service any data subject to HIPAA, PCI-DSS, GDPR Article 9 (special categories of personal data), or similar heightened regulatory requirements, or similar regulatory requirements without appropriate legal basis and safeguards and any such submission is prohibited and done at User’s own risk. To the extent the Beta Service includes AI Features, the Nintex AI Features Addendum applies to User’s use of such AI Features during the Beta Period. Where the Beta Service interacts with third-party systems or APIs, User is responsible for compliance with third-party terms and obtaining required authorizations. Nintex makes no representations regarding compatibility or reliability of third-party integrations. The Beta Service may be inoperable, incomplete, or include features that Nintex may add, remove, change, separately release, or never release. **Nintex is providing the Beta Service “AS IS.”**

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NINTEX SHALL HAVE NO WARRANTY, INDEMNITY, SUPPORT, SERVICE LEVEL, DATA PROTECTION, OR OTHER OBLIGATIONS UNDER THE AGREEMENT WITH RESPECT TO THE BETA SERVICE. WITHOUT LIMITING THE FOREGOING, THE FOLLOWING SECTIONS OF THE AGREEMENT DO NOT APPLY TO THE BETA SERVICE: (A) SECTION 1.6 (SUPPORT); (B) SECTION 6 (LIMITED PRODUCT WARRANTY); (C) SECTION 8.1 (INDEMNIFICATION BY NINTEX); AND (D) ANY SERVICE LEVEL OR UPTIME COMMITMENTS. USE OF THE BETA SERVICE IS GOVERNED EXCLUSIVELY BY THESE BETA TERMS.

2. FEEDBACK AND DATA RIGHTS. Access to the Beta Service may be conditioned upon completion of questionnaires and surveys. User assigns to Nintex all rights, title and interest in any feedback, suggestions, or ideas (“Feedback”) regarding the Beta Service provided by User. User agrees that Nintex will be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. All improvements, modifications, or enhancements to Beta Services that incorporate Feedback shall remain the sole property of Nintex. Nintex may collect usage data, metadata, logs, and performance metrics regarding the Beta Service for product development. For Beta AI Features, Nintex may use User inputs and interactions to train and improve Nintex's AI models without advance notice or opt-out rights.

3. CONFIDENTIALITY. The Beta Service, all information regarding the Beta Service (including features, functionality, performance, and existence), and these Beta Terms constitute Confidential Information under the Agreement. User shall protect such information using at least the same care used for its own confidential information and shall not disclose it to third parties without Nintex’s prior written consent.

4. OWNERSHIP. Nintex retains all rights in the Beta Service. User shall not reverse engineer, decompile, modify, distribute, sublicense, or create derivative works from the Beta Service.

5. DISCLAIMERS. THE BETA SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." USER ASSUMES ALL RISKS, INCLUDING RISK OF DATA LOSS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NINTEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, AND NON-INFRINGEMENT. NINTEX DOES NOT WARRANT THAT BETA SERVICES WILL BE ERROR-FREE, SECURE, OR AVAILABLE AT ANY TIME, OR THAT BETA SERVICES WILL EVER REACH GENERAL AVAILABILITY. User acknowledges that the Beta Service may not be complete or fully functional and may contain bugs, errors, omissions and other problems that could cause system or other failures and data loss. User acknowledges that the Beta Service may be modified, suspended or discontinued at any time without notice. Accordingly, you use the Beta Service at your own risk.

6. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY LIABILITY CAP OR LIMITATION IN THE AGREEMENT OR AI ADDENDUM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NINTEX SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE BETA SERVICE. NINTEX'S TOTAL LIABILITY ARISING FROM THESE BETA TERMS SHALL NOT EXCEED \$1,000. For the avoidance of doubt, where a Beta Service causes loss or damage to User's data or environment (including data or environments used for generally available Nintex Services), User's sole remedy with respect to such loss or damage shall be governed by these Beta Terms and subject to the liability cap herein. User shall defend, indemnify, and hold harmless Nintex from third-party claims arising from User’s use of the Beta Service, breach of these Beta Terms, or failure to maintain human oversight of AI agents.

7. TERMINATION. Nintex may terminate, suspend, or modify the Beta Service at any time without notice or liability. Upon termination, User shall immediately cease use of the Beta Service and delete all Beta Service materials. Sections 2, 3, 4, 5, and 6 survive termination.

8. GENERAL. Nintex may modify these Beta Terms at any time; continued use constitutes acceptance. In the event of conflict between these Beta Terms, the Agreement, the DPA and the AI

Addendum regarding Beta Services, these Beta Terms control. Nintex has no obligation to provide migration tools if Beta Services reach general availability. These Beta Terms are governed by the governing law and venue provisions in the Agreement.