Test Program Participation Agreement

Updated 25 October 2024

This Test Program Participation Agreement (this "**Agreement**") is effective as of the date Tester (as defined below) click-accepts this Agreement by and between **iRacing.com Motorsport Simulations, LLC**, with an address of 300 Apollo Drive, Chelmsford, MA 01824 USA ("**iRacing**"), and the individual who click-accepts this Agreement ("**Tester**") and describes the terms and conditions under which Tester will participate in the iRacing Test Program (as defined below). In consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt of which is acknowledged, Tester and iRacing agree as follows:

1. IRACING TEST PROGRAM

1.1. iRacing Test Program. The iRacing "**Test Program**" will consist of Tester's testing, evaluation, and feedback of pre-production (including without limitation alpha, beta, staging and/or other test environment) releases of iRacing's motorsport simulation video game(s) (each, a "**Test Version**") and any user manuals or other documentation for the Test Version (the "**Documentation**") provided to Tester. The Test Version and the Documentation are collectively referred to in this Agreement as the "**Product**."

1.2. iRacing Terms of Use and End User License Agreement. Tester acknowledges and agrees that as a precondition for Tester's participation in the Test Program, Tester must accept and agree, and hereby accepts and agrees, to iRacing's Terms of Use and End User License Agreement, including without limitation iRacing's Privacy Policy (and iRacing's processing of Tester's information as described therein) and all other policies and documents referred to therein, as the same may be updated by iRacing from time to time (collectively, the "**iRacing Standard Terms**"). A current version of iRacing's Terms of Use and End User License Agreement can be found at https://www.iracing.com/terms-use-eula/ and a current version of iRacing's Privacy Policy can be found at https://www.iracing.com/privacy-policy/. For the avoidance of doubt, and for clarification but not limitation, by participating in the Test Program, Tester expressly agrees that iRacing may anonymize any information pertaining to Tester's testing and evaluation of any Product and use and/or disclose such anonymous information for iRacing's lawful business purposes. The iRacing Standard Terms are in addition to, and not in lieu of, the terms of this Agreement. If any of the terms of this Agreement conflict with any of the iRacing Standard Terms, then the terms most protective of the Products and iRacing's proprietary rights will prevail.

1.3. Program Period. Tester's participation in the iRacing Test Program will begin when Tester has click-accepted this Agreement and the iRacing Standard Terms, and will end upon termination of this Agreement as provided in **Section 5 (Termination)** of this Agreement (the "**Program Period**").

1.4. Testing, Evaluation and Reporting. Tester will collaborate with iRacing in evaluating and testing the Test Version as described in any proposal attached to this Agreement or as the parties may otherwise mutually agree. Tester will evaluate such aspects of the Test Version as iRacing may reasonably request (including, for example, the architecture, functionality, user and other interfaces, and performance of the Test Version) against such criteria as iRacing may reasonably request (including, for example, Tester's own needs and perceptions of desired functionality for interactive games of the type of the Test Version). Tester will communicate Tester's assessment of the Test Version to iRacing in such manner and format as iRacing may reasonably request (including, for example, participation in focus groups, participation in hands-on usage and testing with live or other data, and written reports or responses to questionnaires). Tester agrees that iRacing will have no obligation to Tester, monetary or otherwise, relating to Tester's participation in the iRacing Test Program other than those obligations expressly stated in this Agreement.

2. TEST VERSION LICENSE

2.1. Grant and Scope of License. As sole consideration of Tester's promises and obligations under this Agreement, and subject to compliance by Tester with the terms of this Agreement, iRacing hereby grants to Tester a nonexclusive, nontransferable license during the Program Period (the "**License**") to use the Test Version solely for purposes of testing and evaluation under this Agreement in such manner as may be authorized or directed by iRacing from time to time.

2.2. Restrictions Due to Nature of Test Version. The Test Version consists of pre-production, test software which has not been released for commercial use and is being provided to Tester and a limited number of other individuals and organizations for testing, evaluation and research and development purposes only. Tester understands that the Test Version is likely to have significant errors and to produce unexpected results. Accordingly, any use by Tester of the Test Version will be at Tester's sole risk. Tester will not allow any third party to use the Test Version on Tester's hardware or otherwise. Tester will indemnify iRacing and hold it harmless from any damages or claims arising from any use of the Test Version.

3. IRACING'S PROPRIETARY RIGHTS; CONFIDENTIALITY

3.1. Acknowledgment of Rights. Tester acknowledges that (a) as between iRacing and Tester, all right, title and interest in and to the Product are owned by iRacing, and this Agreement in no way conveys any right or interest in the Product other than a limited license to use it in accordance with this Agreement, (b) the Product is a work protected by the copyright law of the United States and international treaties, and (c) iRacing asserts that the Product embodies trade secrets of iRacing or its licensors (if any), the development of which required the expenditure of considerable time and money.

3.2. Tester's Restrictions and Obligations. Tester agrees that Tester will (a) not disclose, display, or provide access to the Test Version or the Documentation to any other party, (b) not alter, reverse engineer, disassemble, decompile or copy any Test Version, (c) take all reasonable precautions to prevent unauthorized or improper access, use, or disclosure of the Test Version, and (d) not remove from, and reproduce on any permitted copies of, the Test Version all titles, trademarks, and copyright and other proprietary or restrictive legends or notices.

3.3. Confidentiality of Program Information. Tester acknowledges that as a participant in the iRacing Test Program, Tester will receive trade secrets and other confidential information of iRacing, including without limitation information, materials, oral and written reports, ideas, concepts and know-how regarding the characteristics, performance, state of development and potential shipment dates of the Test Version, the iRacing Test Program and its participants, and this Agreement ("**Program Information**"). All Program Information is owned exclusively by iRacing. Tester will not publicly comment on or disclose any Program Information to any party at any time.

3.4. Feedback. In consideration of iRacing providing Tester with the ability to participate in the iRacing Test Program and to receive from iRacing advanced access to the Test Version, Tester agrees to assign and transfer (and Tester hereby does assign and transfer) to iRacing all right, title and interest that Tester may have in and to any all feedback that Tester provide to iRacing regarding the Product. This includes, without limitation, any comments, suggestions or recommendations for improvements, features, functionality or usability of the Product and any enhancements or derivative works to the Product. Without limiting the foregoing, iRacing may use the Feedback for any purpose it may choose. Unless otherwise expressly agreed in writing, iRacing does not want to receive, and Tester agrees not to provide to iRacing, any information that is confidential or proprietary to Tester or others. All Feedback will be considered Program Information, and thus subject to the non-disclosure obligations described in **Section 3.3 (Confidentiality of Program Information)**. Under no circumstances will iRacing be liable for any payment to Tester for any Feedback.

4. EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY, AND INDEMNITY

4.1. No Warranties. IRACING MAKES NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING OR RELATING TO THE TEST PROGRAM, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING OR RELATING TO THE PRODUCT OR ANY OTHER MATERIALS, GOODS OR SERVICES FURNISHED TO TESTER HEREUNDER OR IN CONNECTION THEREWITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IRACING SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE AND NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF PRODUCTS, WHETHER MADE BY IRACING EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, WILL BE DEEMED TO BE A WARRANTY BY IRACING FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF IRACING WHATSOEVER.

4.2. Limitation of Liability. Regardless of the form of action (whether in contract, tort, breach of warranty or otherwise), IN NO EVENT (a) WILL IRACING BE LIABLE FOR DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR DESTRUCTION OF DATA) EVEN IF IRACING HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME, OR (b) IF, NOTWITHSTANDING THE PRECEDING CLAUSE, IRACING IS HELD TO BE LIABLE FOR DAMAGES, WILL IRACING'S MAXIMUM LIABILITY FOR ALL DAMAGES EXCEED THE LESSER OF ACTUAL DIRECT DAMAGES CAUSED BY THE SPECIFIC PRODUCT COMPLAINED OF OR FIVE HUNDRED DOLLARS ($500). Some states do not allow the exclusion or limitation of incidental or consequential damages under certain circumstances and the above exclusion or limitation may not apply.

5. TERMINATION

5.1. Termination by Tester. Tester may terminate this Agreement and the License granted hereunder at any time upon written notice to iRacing.

5.2. Termination by iRacing. iRacing may terminate this Agreement and the License granted hereunder and terminate access to the Product at any time for any reason. In addition, this Agreement and the License granted hereunder will automatically terminate if iRacing terminates the Test Program.

5.3. Actions Upon Termination. Upon termination, Tester will make no further use of the affected Product and will immediately deliver to iRacing or destroy the original and all copies of such Product (including without limitation the Documentation) and all Program Information.

5.4. Survival of Obligations. Any provision of this Agreement that contemplates performance or observance following termination, including without limitation **Sections 2.2 (Restrictions Due to Nature of Test Version)**, **3 (iRacing's Proprietary Rights; Confidentiality)**, **4 (Exclusion of Warranties, Limitation of Liability)**, **5 (Termination)**, and **6 (General)** survive termination of this Agreement and continue in full force and effect.

6. GENERAL

6.1. This Agreement will be binding upon the parties' successors and permitted assigns. However, neither this Agreement nor any License may be assigned, licensed, sublicensed, sold, mortgaged, pledged, or otherwise disposed of by Tester in whole or part without the prior written consent of iRacing, and any attempt to do so in violation of the foregoing will be void and of no effect. All notices given under this Agreement will be effective on receipt and will be in writing and sent: if to iRacing, to the address set out in this Agreement; and if to Tester, to the email address identified in the Tester's iRacing account; or in the case of iRacing or Tester, to any replacement address of which the other party has been given notice in accordance with this sentence. This Agreement, including the iRacing Standard Terms, contains the

entire agreement between the parties relating to the matters covered by this Agreement, superseding all other oral or written representations, understandings, proposals, or other communications between the parties concerning its subject matter. iRacing reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement at any time, effective with or without prior notice; provided, however, that material changes (as determined in iRacing's sole and absolute discretion) will be disclosed as follows: iRacing will provide Tester with notification of any such changes by email, website posting, pop-up screen, or in-application notice. If any future changes to this Agreement are unacceptable to Tester or cause Tester to no longer be in compliance with this Agreement, Tester must terminate, and immediately stop participating in the Test Program and using the Product. Tester's continued participation in the Test Program and/or use of a Product following any revision to this Agreement constitutes Tester's complete and irrevocable acceptance of any and all such changes. iRacing may change, modify, suspend, or discontinue any aspect of the Test Program and/or Product at any time. iRacing may also impose limits on certain features or restrict your access to parts or all of the Test Program and/or Product without notice or liability. If any provision of this Agreement is for any reason void or unenforceable in any respect, such provision will be without effect to the extent of the voidness or unenforceability without affecting such provision in any other respect and without affecting any other provision. This Agreement and any controversy, claim or dispute arising under or related to this Agreement will be construed, pursued, and resolved in accordance with and will be governed by the laws of the Commonwealth of Massachusetts, USA, without regard to its laws or regulations relating to conflicts of law. Any legal proceeding to resolve a controversy, claim or dispute arising under or related to this Agreement will be brought only in a court of competent jurisdiction in the Commonwealth of Massachusetts, USA. Notwithstanding the foregoing, nothing in this Agreement will restrict or limit iRacing from seeking injunctive or similar relief in any jurisdiction that is otherwise proper. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. This Agreement may be executed and delivered by electronic means and upon such delivery the electronic signature will be deemed to have the same effect as delivery of an original signed copy of this Agreement.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TEST PROGRAM PARTICIPATION AGREEMENT AND AGREE THAT MY PARTICIPATION IN THE IRACING TEST PROGRAM AND/OR USE OF ANY PRODUCT IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS TEST PROGRAM PARTICIPATION AGREEMENT.