



Beta Tester Agreement

Last Updated: January 7, 2026

This Beta Tester Agreement (“Agreement”) is entered into between:

Katlin Kishel, an individual (“Developer”),
and
You, the beta tester (“Tester”).

This Agreement governs your access to and use of the Asphalt Intelligence software platform (the “Service”), which is currently a pre-incorporation project under active development.

1. Pre-Release Nature of the Service

You acknowledge that:

- The Service is a beta, pre-release product.
- The Service may contain bugs, errors, incomplete features, or inaccuracies.
- The Service may change materially or be discontinued at any time without notice.

You use the Service at your own risk.

2. Pre-Incorporation Status

You acknowledge and agree that:

- Asphalt Intelligence is currently operated as a pre-incorporation project by the Developer.
 - Upon formation of Asphalt Intelligence, LLC, all rights and obligations under this Agreement shall automatically transfer to that entity without further action.
 - Continued use of the Service after such formation constitutes acceptance of that transfer.
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3. Permitted Use

You may use the Service solely for:

- Evaluating functionality
- Providing feedback
- Testing workflows and outputs

You agree not to:

- Reverse engineer, decompile, or disassemble the Service
 - Share access credentials
 - Use the Service for production, commercial, or regulatory decisions
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4. No Warranties; No Reliance

The Service is provided “as is” and “as available.”

The Developer makes no warranties, express or implied, including but not limited to:

- Accuracy
- Fitness for a particular purpose
- Availability
- Regulatory compliance

You agree not to rely on the Service as a substitute for professional judgment, inspection, or engineering analysis.



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5. Feedback and Intellectual Property

You acknowledge and agree that:

- All software, algorithms, models, workflows, documentation, and outputs of the Service are and shall remain the exclusive property of the Developer.
- Any feedback, suggestions, ideas, comments, or improvements you provide (“Feedback”) are provided voluntarily and without expectation of compensation or attribution.

To the extent that any Feedback could be considered a protectable work, invention, or contribution, you hereby irrevocably assign all right, title, and interest in such Feedback to the Developer.

You waive any claim to authorship, ownership, or moral rights in the Service or any derivative works.

6. No Employment or Contractor Relationship

You acknowledge and agree that:

- Your participation is voluntary.
- You are not an employee, contractor, partner, agent, or joint venturer of the Developer.
- Nothing in this Agreement creates an employment or contractor relationship.

You are not entitled to wages, benefits, equity, royalties, or reimbursement.

7. Tokens of Appreciation

You acknowledge that any gift card, credit, or token of appreciation provided by the Developer is:

- Voluntary



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- Discretionary
- Not compensation for services
- Not consideration for intellectual property
- Not payment for work performed

Receipt of a gift card does not create any obligation or expectation of future compensation.

8. Confidentiality

You agree not to publicly disclose:

- Non-public features
- Screenshots
- Performance details
- Technical architecture
- Pricing or roadmap information

without prior written permission from the Developer.

9. Limitation of Liability

To the maximum extent permitted by law:

- The Developer shall not be liable for any indirect, incidental, consequential, or special damages.
 - The Developer's total liability under this Agreement shall not exceed \$50USD.
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10. Termination

The Developer may terminate your access to the Service at any time, with or without cause.

Upon termination, Sections 2, 5, 6, 7, 8, and 9 shall survive.

11. Governing Law

This Agreement shall be governed by the laws of Escambia County in the State of Florida, without regard to conflict-of-law principles.

12. Entire Agreement

This Agreement constitutes the entire agreement between you and the Developer regarding the Beta Program and supersedes any prior discussions or representations.