BETA TESTER NON-DISCLOSURE AGREEMENT

State of Alabama

BACKGROUND.

A. This Beta Tester Non-Disclosure Agreement is made effective as of the following Effective Date: _____, by and between the following Party who owns intellectual property in software and is granting a license to test it (the "Owner"):

_____
of
_____

and the following Party who agrees to test the Owner's software (the "Tester"):

_____
of
_____

B. *WHEREAS*, the Owner possesses certain non-public Confidential Information (as hereinafter defined) and Trade Secret Information (as hereinafter defined) (collectively known as the "Proprietary Information") regarding its software, intellectual property, business operations, and development;

C. *WHEREAS*, the Owner and the Tester may enter or have entered into a business relationship wherein the Tester will test the Owner's software program known as _____ (the "Software"), described below, and keep the Owner aware of those test results, through which the Tester will have access to the Proprietary Information:

_____

D. *WHEREAS*, the Owner desires to maintain the secret and private nature of any Proprietary Information given to the Tester;

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Parties agree as follows:

I. DEFINITIONS.

1. "Tester" refers to the Party that is receiving the Proprietary Information and "Owner" refers to the Party that is disclosing the Proprietary Information.

2. "Confidential Information" refers to any information which is confidential and commercially valuable to the Owner. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs, or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields fo research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to the Owner.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

a) is known or available to the public at the time of the disclosure or became known or available after disclosure through no fault of the Tester;

b) is already known, through legal means, to the Tester;

c) is given by the Owner to third parties, other than the Tester, without any restrictions;

d) is given to the Tester by any third party who legally had the Confidential Information and the right to disclose it; or

e) is developed independently by the Tester and the Tester can show such independent development.

3. "Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design, or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

II. SOFTWARE A TRADE SECRET.

4. The Tester acknowledges that the Software is proprietary to, and a valuable trade secret of, the Owner and is entrusted to the Tester only for the purpose set forth in this Agreement.

5. The Tester shall treat the Software in the strictest confidence.

6. The Tester agrees that it will not, without the Owner's prior written consent:

a) disclose any information about the Software, its design and performance specifications, its code, and the existence of the beta test and its results to anyone other than the Tester's employees, if any, who may be performing the testing;

b) copy any portion of the Software or documentation, except to the extent necessary to perform the beta testing; or

c) reverse engineer, decompile, or disassemble the Software or any portion of it.

III. TERM OF AGREEMENT.

7. This Agreement shall be effective as of the date set forth as the Effective date in this document and remain in full force and effect for the following time period: _____.

8. The non-disclosure provisions of this Agreement, as applicable to the Tester's duties with regard to the Confidential Information, shall survive the termination of this Agreement for a period of 3 (three) years.

9. Notwithstanding the foregoing, the obligations to maintain the confidentiality of Trade Secret Information shall last forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first.

IV. COMPANY'S OBLIGATIONS.

10. The Owner shall provide the Tester with a copy of the Software and any necessary documentation and instruct Tester on how to use it and the desired test data to be gained and hereby grants Tester a non-exclusive, limited license to install the Software on their computer system for the sole purpose of testing the performance of the Software and advising the Owner of the results of such tests.

11. Upon satisfactory completion of the testing, the Owner shall furnish Tester with one free copy of the production of the Software. The Tester shall be entitled to the same benefits through ownership of this Software to which regular purchasers of the Software will be entitled.

12. For rendering the beta testing as described in this Agreement, the Owner agrees to pay the Tester a fixed fee of $2 (two US dollars) (the "Fee"), including all applicable taxes.

13. The Owner shall pay the Tester's fixed fee in the form of one lump sum payment, due upon completion of the beta testing services rendered.

14. The Owner shall pay the Tester via direct deposit to their bank account unless the Parties agree to otherwise in writing.

15. Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by the Tester or Owner shall be the sole and exclusive responsibility of each, respectively.

V. TESTER'S OBLIGATIONS.

16. The Tester shall test the Software under normally expected operating conditions in Tester's environment during the test period.

17. The Tester shall gather and report test data as mutually agreed upon with the Owner in a manner as described below:

    _____

18. The Tester shall allow the Owner access to the Software during normal working hours for inspection, modifications, and maintenance.

19. The Tester shall take reasonable security precautions to prevent the Software from being seen by unauthorized individuals. This includes locking all copies of the Software

and associated documentation in a desk or file cabinet when not in use.

VI. RESTRICTIONS.

20. The Tester shall not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and the Parties' relationship with each other.

21. The Tester shall not disclose the Confidential Information via any unauthorized means to any third parties for a period of 3 (three) years following the termination of this Agreement, as established in the term provision of this Agreement.

22. The Tester shall not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time.

23. The Tester shall not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by the Owner.

VII. PERMISSIONS.

24. The Tester may disclose the Proprietary Information in accordance with governmental orders, including judicial notices, provided that the Tester gives the Owner reasonable notice and the Tester agrees to comply with applicable protective orders or their equivalents.

25. The Tester shall take all reasonable security precautions which the Tester would use to protect their own Confidential Information.

26. The Tester must use stringent security precautions to protect the Trade Secret Information.

27. Proprietary Information may be disclosed only to the Tester's employees or consultants on an as-needed and need-to-know basis. Any employee, consultant, parent, subsidiary, affiliate, or other related party of the Tester that is permitted to access the Proprietary Information shall be instructed to maintain confidentiality of such information. Such related parties permitted to access the Proprietary Information shall not be permitted to make unauthorized copies of any tangible manifestation of such information.

28. The Tester must keep and use written agreements with any and all related parties that have access to the Proprietary Information to maintain compliance with the terms of this Agreement.

29. Proprietary Information may be disclosed pursuant to the Parties' business relationship or as provided hereunder.

VIII. RETURN OF SOFTWARE AND MATERIALS.

30. Both Parties acknowledge and agree that any Proprietary Information disclosed under this Agreement shall remain the exclusive property of the Owner.

31. Upon the conclusion of the testing period or at the Owner's request, the Tester shall promptly (within 2 days) return the original and all copies of the Software and all related materials to the Owner and erase all portions thereof from computer memory.

IX. DISCLAIMER OF WARRANTY.

32. The Tester understands and acknowledges that the Software is a test product and its accuracy and reliability are not guaranteed.

33. Owing to its experimental nature, the Tester is advised not to rely exclusively on the Software for any reason.

34. The Tester waives any and all claims it may have against the Owner arising out of the performance or non-performance of the Software.

35. THE SOFTWARE IS PROVIDED AS IS, AND THE OWNER DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO IT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

X. LIMITATION OF LIABILITY.

36. The Owner shall not be responsible for any loss or damage to the Tester or any third parties caused by the Software or by the Owner's performance of this Agreement.

37. The Owner shall not be liable for any direct, indirect, special, incidental, or consequential damage, whether based on contract or tort or any other legal theory

arising out of any use of the Software or any performance of this Agreement.

38. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

39. An individual who files a lawsuit for retaliation for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

XI. NO RIGHTS GRANTED.

40. The Tester understands and acknowledges that the Software is provided for its own use for testing purposes only.

41. This Agreement does not constitute a grant or an intention or commitment to grant any right, title, or interest in the Software or the Owner's trade secrets to the Tester.

42. The Tester may not sell or transfer any portion of the Software to any third party or use the Software in any manner to produce, market, or support its own products.

43. The Tester shall clearly identify the Software as the Owner's property.

XII. RIGHTS AND REMEDIES.

44. The Tester hereby agrees to promptly notify the Owner of any disclosure of any Proprietary Information in violation of this Agreement, whether such disclosure was inadvertent or done with aforethought.

45. The Tester agrees to notify the owner of any legal matter or process requiring disclosure of any Proprietary Information before producing any such information.

46. The Tester agrees to cooperate with the Owner to assist in the collection and retention of Proprietary Information after any unauthorized disclosure and to prevent further unauthorized use or dissemination of the Proprietary Information.

47. The Tester shall return the Software and any other tangible documents or products received from the Owner or certify destruction of the same at the Owner's sole and exclusive discretion.

48. The Tester acknowledges that monetary damages may not be a sufficient remedy for any such unauthorized disclosure of the Proprietary Information and, as such, the Owner may seek injunctive or equitable relief without waiving any other rights or remedies in a court of competent jurisdiction.

XIII. NO AGENCY.

49. Nothing in this Agreement shall be construed to create any partnership, joint venture, or similar relationship between the Parties and nothing herein shall be construed to denote any kind of agency between the Parties.

XIV. PUBLIC ANNOUNCEMENT.

50. Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

XV. CONTACT INFORMATION.

51. The Owner can be contacted in the following manner:

_____

52. The Tester can be contacted in the following manner:

_____

XVI. NO ASSIGNMENTS.

53. This Agreement is personal to the Tester. The Tester shall not assign or otherwise transfer any rights or obligations under this Agreement.

XVII. ENTIRE AGREEMENT.

54. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

55. This Agreement supersedes any prior written or oral agreements between the Parties.

XVIII. SEVERABILITY.

56. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

57. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XIX. AMENDMENT.

58. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

XX. GOVERNING LAW.

59. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XXI. NOTICE.

60. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XXII. WAIVER OF CONTRACTUAL RIGHTS.

61. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and

compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, individually, or by their duly authorized representatives, have executed this Agreement as of the first date written above.

EXECUTION:

_____

_____, Owner

_____

Date

_____

_____, Tester

_____

Date