NONDISCLOSURE AGREEMENT FOR BETA TESTER

This Nondisclosure Agreement (the “Agreement”) is made and effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [TESTER NAME]** (the "Tester"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

WHEREAS, Tester agrees to test a software programme known as [NAME OR DESCRIBE SOFTWARE] (the "Software") and keep the Company aware of the test results.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Company and Tester hereby agree as follows:

1. **COMPANY'S OBLIGATIONS**

The Company shall provide 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. Upon satisfactory completion of the testing, the Company shall furnish Tester with one free copy of the production version of the Software, contingent upon the Company's decision to proceed with production of the Software [OR SPECIFY OTHER FORM OF COMPENSATION]. The tester shall be entitled to the same benefits to which regular purchasers of the Software will be entitled.

1. **TESTER'S OBLIGATIONS**

The tester shall test the Software under normally expected operating conditions in Tester's environment during the test period. The tester shall gather, and report test data as mutually agreed upon with the Company. The tester shall allow the Company access to the Software during normal working hours for inspection, modifications and maintenance.

1. **SOFTWARE A TRADE SECRET**

Tester acknowledges that the Software is proprietary to, and a valuable trade secret of, the Company and is entrusted to Tester only for the purpose set forth in this Agreement. The tester shall treat the Software in the strictest confidence. Tester agrees that it will not, without the Company's prior written consent:

3.1 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 Tester's employees who are performing the testing;

 3.2 Copy any portion of the Software or documentation, except to the extent necessary to perform the beta testing; or

3.3 Reverse engineer, decompile or disassemble the Software or any portion of it.

1. **SECURITY PRECAUTIONS**

The tester shall take reasonable security precautions to prevent the Software from being seen by unauthorised individuals. This includes locking all copies of the Software and associated documentation in a desk or file cabinet when not in use.

1. **TERM OF AGREEMENT**

The test period shall last from [TESTING STARTING DATE], until [TESTING ENDING DATE]. This Agreement shall terminate at the end of the test period or when the Company asks Tester to return the Software, whichever occurs first. The restrictions and obligations contained in Articles 3, 6, 7, 8 and 9 shall survive the expiration, termination or cancellation of this Agreement, and shall continue to bind Tester, its successors, heirs and assigns.

1. **RETURN OF SOFTWARE AND MATERIALS**

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

1. **DISCLAIMER OF WARRANTY**

Tester understands and acknowledges that the Software is a test product and its accuracy and reliability are not guaranteed. Owing to its experimental nature, Tester is advised not to rely exclusively on the Software for any reason. Tester waives any and all claims it may have against the Company arising out of the performance or nonperformance of the Software.

THE SOFTWARE IS PROVIDED AS IS, AND THE COMPANY 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.

1. **LIMITATION OF LIABILITY**

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

THE COMPANY 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.

1. **NO RIGHTS GRANTED**

Tester understands and acknowledges that the Software is provided for its own use for testing purposes only. This Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in the Software or the Company's trade secrets to Tester. 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. The tester shall clearly identify the Software as the Company's property.

1. **NO ASSIGNMENTS**

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

1. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding and agreement of the parties relating to the subject matter hereof. Any representation promise or condition not explicitly set forth in this Agreement shall not be binding on either party. All additions or modifications to this Agreement must be made in writing and must be signed by both parties to be effective.

1. **APPLICABLE LAW**

This Agreement is made under and shall be construed according to, the laws of the [Country] of [COUNTRY].

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

COMPANY TESTER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title