NON-DISCLOSURE AGREEMENT FOR BETA TESTER

This Non-disclosure Agreement (the “Agreement”) is made and effective [DATE],

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

 [YOUR COMPLETE ADDRESS]

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

 [COMPLETE ADDRESS]

WHEREAS, the 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, the Company and the Tester hereby agree as follows:

1. **COMPANY'S OBLIGATIONS**

The Company shall provide the Tester with a copy of the Software and any necessary documentation and instruct the Tester on how to use it and the desired test data to be gained. Upon satisfactory completion of the testing, the Company shall furnish the 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 the 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**

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

* 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 the Tester's employees who are performing the testing;
	2. Copy any portion of the Software or documentation, except to the extent necessary to perform the beta testing; or
	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 the 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 the 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, the 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**

The Tester understands and acknowledges that the Software is a test product and its accuracy and reliability are not guaranteed. Owing to its experimental nature, the Tester is advised not to rely exclusively on the Software for any reason. The Tester waives any and all claims it may have against the Company arising out of the performance or non-performance 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 the 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, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF ANY USE OF THE SOFTWARE OR ANY PERFORMANCE OF THIS AGREEMENT.

1. **NO RIGHTS GRANTED**

The Tester understands and acknowledges that the Software is provided for its 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 the 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 products. The Tester shall identify the Software as the Company's property.

1. **NO ASSIGNMENTS**

This Agreement is personal to the 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 outlined 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 [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

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Authorised Signature Authorised Signature

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Print Name and Title Print Name and Title