REEMENT BETA SO

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of the Developer under number <<Compar <<Registered Office>> ("th
- (2) <<Name of the Tester>> a number <<Company Re <<Registered Office>> ("th

WHEREAS:

- (1) The Developer is creating completed initial testing an
- The Tester has agreed to (2)terms and conditions of this

IT IS AGREED as follows:

- 1. **Definitions and Interpreta**
 - In this Agreement 1.1 expressions have th
 - "Beta Test Period"
 - "Confidential Information"
 - "Employee"
 - "Licence"
 - "Output Data"
 - "Premises"
 - 1.2 Unless the context
 - 1.2.1 "writing", an communicat similar mear
 - 1.2.2 a statute or

d in <<Country of Registration>> >> whose registered office is at

<Country of Registration>> under whose registered office is at

are product ("the Software"), has hg of the Software.

for the Developer, subject to the

therwise requires, the following

hich the Software will be tested by Clause 5 of this Agreement;

relating to the Software and tion, [and] reports [and data are**1**:

f the Tester unless specifically

ted by the Developer to the use 3 of this Agreement;

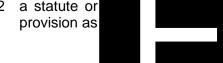
er output produced by the front

iness premises located at

reference in this Agreement to:

on, includes a reference to any nic or facsimile transmission or

is a reference to that statute or at the relevant time;



- 1.2.3 "this Agreer Schedules a
- 1.2.4 a Schedule
- 1.2.5 a Clause or (other than and
- 1.2.6 a "Party" or
- 1.3 The headings used no effect upon the i
- 1.4 Words imparting the
- 1.5 References to any

2. Nature of the Agreement

- The Developer required by users that wou employment.
- 2.2 The Tester has ag Employees that wo employment.
- 2.3 The Tester shall as skills, qualifications content and quality for the collection of

3. Licence and Use of Softw

- 3.1 The Developer gra Software subject t described herein.
- 3.2 The Tester shall use
- 3.3 The Tester shall no the Software in any
- 3.4 The Tester shall no without the prior wri
- 3.5 The Licence shall n materials of the De to in writing by the [
- 3.6 The Tester acknown accordance with the otherwise.
- 3.7 The Tester shall no Developer's rights,

this Agreement and each of the nted at the relevant time;

lement:

e to a Clause of this Agreement agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

ther gender.

oftware in a business environment a product in the course of their

ne Software at their Premises by a product in the course of their

I Employees with the appropriate and evaluate the functionality, all put in place suitable measures ta from those Employees.

on-exclusive licence to use the tions of this Agreement and as

purposes only.

en consent of the Developer, use lises.

he software or installation media oper.

o any other software, programs or oftware unless specifically agreed

ed to use the Software only in this Agreement and not further or

mit any act which may affect the ware.

4. Disclaimer of Warranties

- 4.1 The Software is of purposes of testing finished product an "as is".
- 4.2 The Developer ma suitable for use in a which will be usable
- 4.3 The Tester acknow other damage to the
- 4.4 The Tester acknowl
- 4.5 The Developer shat incidental loss or dat or its use.
- 4.6 [Nothing in this Agr personal injury arisi

5. Beta Test Period

- 5.1 [The Beta Test Per <<insert date>> or u OR [The Beta Test Per <<e.g. the date of Clause 9.]
- 5.2 The Beta Test Period as the Parties shall
- 5.3 [At the end of the E function.]
- 5.4 At the end of the E Software from its co
 - 5.4.1 All copies of
 - 5.4.2 All documen relating to the to the generation.
 - 5.4.3 All reports a relating to the
- 5.5 At the end of the I Output Data produc

6. Software Updates

6.1 The Developer ma updates for the Sof of the testing, the provided with a Ucontaining the upda

and is released solely for the edges that the Software is not a lefects. The Software is provided

or warranty that the Software is r that it will produce accurate data ter's business.

oftware may lead to data loss or ms or the data held thereon.

Software is at its own risk.

direct, indirect, consequential or ng from or relating to the Software

e Developer's liability for death or negligence.]

<<insert date>> and continue until ance with Clause 9.]

period of <<insert period>> from til terminated in accordance with

e period set out in sub-Clause 5.1

tware shall automatically cease to

ter shall remove all copies of the to the Developer:

ny physical media;

eveloper or created by the Tester documentation is freely available eta test); and

by the Developer or the Tester

ster may [not] retain any and all

ng the Beta Test Period release wishes such updates to form part notified of their availability and r shall be sent physical media 6.2 All required updates possible following n

6.3 Reports produced u of any updates.

e Tester as soon as is reasonably

te the time and date of installation

7. **Reports and Feedback**

- Throughout the Bet 7.1 all Employees assid compile daily report in Schedule 1 of this
- 7.2 Reports should prov of any errors, anon feedback including should also be inclu
- 7.3 Where error reports Tester should ensur
- 7.4 If the Software sub ensure that all comp internet.
- 7.5 If such reports an appropriate steps to
- 7.6 The Developer may and Employees ass Employees using el Software and testin

r shall obtain daily feedback from re and shall use such feedback to the Software in the format set out

re's performance including details omings or similar faults. General tions (both positive and negative)

are produced by the Software the iles are sent to the Developer.

es automatically the Tester should vare is tested are connected to the

omatically, the Tester shall take nually sent to the Developer.

uire direct contact with the Tester veloper may contact the Tester or by require meetings to discuss the

8. Confidentiality and Non-I

- 8.1 The Tester underta authorised in writing Period and for <<i
 - 8.1.1 keep confide
 - not disclose 8.1.2
 - 8.1.3 not use any contemplate
 - 8.1.4 not make ar any Confide
 - 8.1.5 ensure that advisers do of the provis
- 8.2 The Tester may:
 - 8.2.1 disclose Cor

8.2.1.1 any d

8.2.1.2 any g

ovided by sub-Clause 8.2 or as at all times during the Beta Test onclusion:

rmation:

tion to any other party;

n for any purpose other than as rms of this Agreement:

hy way or part with possession of

officers, employees, agents or by the Tester, would be a breach to 8.1.4 above.

ppliers:

hority or regulatory body; or



8.2.1.3 any perso

to such exte this Agreem Tester first Information such body authorised submitting to question, as the Confide purposes for

- 8.2.2 use any Cor other persor or at any tin fault of the disclose and knowledge.
- 8.3 Prior to the comme written undertakings of this Clause 8 in herein.
- 8.4 The provisions of th terms, notwithstand reason.

9. **Termination**

- 9.1 The Developer shall the Beta Test Perio
 - 9.1.1 has commit breach is c immediately breach within
 - 9.1.2 goes into ba for the p amalgamatid any part of it
- 9.2 Any and all obligation continue beyond th shall survive termin
- 9.3 The provisions of termination under th

10. **Notices**

ers or any of the aforementioned

for the purposes contemplated by v, and in each case subject to the n question that the Confidential pt where the disclosure is to any b-Clause 8.2.1.2 above or any any such body) obtaining and n undertaking from the person in the terms of this Clause, to keep ential and to use it only for the nade: and

any purpose, or disclose it to any it is at the date of this Agreement, nes, public knowledge through no n doing so the Tester does not al Information which is not public

Software the Tester shall obtain vees to comply with the provisions st as binding as those contained

e in force in accordance with their expiry of this Agreement for any

this Agreement prior to the end of ster:

of this Agreement, unless such hich case the right to terminate e Tester has failed to remedy the notice to do so; or

her voluntary or compulsory (save corporate reconstruction or pointed in respect of the whole or

either expressly or by their nature n or expiration of this Agreement

5.5 shall apply in the event of

writina.

given:

10.2 Notices shall be de 10.2.1 when delive registered m

10.2.2 when sent, it report or retu

10.2.3 on the fifth ordinary mai

10.2.4 on the tent postage pre

in each case addi facsimile number no

11. Relationship of Parties

Nothing in this Agreement relationship of principal a Developer and the Tester.

12. Assignment

The Tester may not assign to any third party the benef

13. Severance

The Parties agree that, i Agreement is found to be provisions shall be deemer remainder of this Agreeme

14. Entire Agreement

- 14.1 This Agreement of understanding between agreements, understanding or an for any representation
- 14.2 Unless otherwise Agreement may be

15. Law and Jurisdiction

- 15.1 This Agreement (including therefrom or association accordance with, the state of the state
- 15.2 Any dispute, contro this Agreement (inc

ier or other messenger (including ss hours of the recipient; or

nail and a successful transmission or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

ent address, e-mail address, or

med to create, a partnership, the yer and employee between the

or in any other manner make over greement.

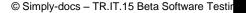
r more of the provisions of this rwise unenforceable, that / those nainder of this Agreement. The rceable.

orth the entire agreement and opersedes all prior oral or written ts relating to the subject matter of ntitled to rely on any agreement, set forth in this Agreement, save

ewhere in this Agreement, this nt signed by both of the Parties.

ual matters and obligations arising governed by, and construed in ales.

im between the Parties relating to al matters and obligations arising



therefrom or associ of England and Wal

IN WITNESS WHEREOF this Ag before written

SIGNED by

<<Name and Title of person signir for and on behalf of <<Developer's

In the presence of <<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signir for and on behalf of <<Tester's Na

In the presence of <<Name & Address of Witness>>

within the jurisdiction of the courts

executed the day and year first

Beta Testing Report

<<Insert Details>>

