SaaS Beta Tester Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of

("Effective Date") by and between:

Discloser:

Recipient (Beta Tester):

1. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by Discloser to Recipient related to the beta software, including but not limited to business strategies, features, data, code, technical information, and feedback.

2. Obligations

- Recipient will not disclose any Confidential Information to any third party.
- Recipient will not make use of Confidential Information except for evaluating or testing the beta software as agreed.
- Recipient will take all reasonable precautions to protect the confidentiality of the information.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available without breach of this Agreement;
- Was in the Recipientâ€™s lawful possession before receipt;
- Is lawfully disclosed by a third party;
- Is independently developed by the Recipient without use of Confidential Information.

4. Term

This Agreement will remain in effect for

years from the Effective Date or until Confidential Information no longer qualifies as confidential.

5. Return/Destruction

Upon request, Recipient agrees to promptly return or destroy all Confidential Information received.

6. No License

Nothing in this Agreement grants Recipient any rights to or under any patents, copyrights, or intellectual property of Discloser except as expressly set forth herein.

7. General

- This Agreement is governed by the laws of

.
- Any amendments must be in writing and signed by both parties.

Discloser (Company) Signature:

_____

Printed Name & Title:

_____

Date:

_____

Recipient (Beta Tester) Signature:

_____

Printed Name:

_____

Date:

_____