Software Beta Tester Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (â€œAgreementâ€) is entered into as of

by and between:

Company:

Address:

(â€œCompanyâ€) and

Beta Tester Name:

Address:

(â€œBeta Testerâ€).

1. Definition of Confidential Information

For the purposes of this Agreement, â€œConfidential Informationâ€ shall include all written, electronic, or oral information or materials disclosed or made available by Company to Beta Tester, including but not limited to unreleased software, documentation, features, and feedback.

2. Obligations of Beta Tester

1. Beta Tester agrees to use Confidential Information solely for testing and evaluation purposes.
2. Beta Tester shall not disclose, publish, or disseminate any Confidential Information to any third party.
3. Beta Tester shall exercise reasonable care to protect the confidentiality of the Confidential Information.
4. Beta Tester agrees to promptly notify Company of any unauthorized use or disclosure.

3. Exclusions

Confidential Information does not include information which:

- Is or becomes publicly available without breach of this Agreement;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by Beta Tester without use of or reference to Companyâ€™s Confidential Information;

- Is disclosed with the prior written approval of the Company.

4. Return of Materials

Upon request, Beta Tester shall promptly return or destroy all Confidential Information and materials provided by the Company.

5. Term

This Agreement and Beta Tester's duty to protect Confidential Information remain in effect for [   ]

years from the date of disclosure.

6. General

1. No rights or licenses are granted by this Agreement.
2. This Agreement shall be governed by the laws of

   [   ]

   .
3. This Agreement constitutes the entire understanding between the parties.

Beta Tester Signature:

_____

Date:

[   ]

Company Representative Signature:

_____

Date:

[   ]