

## SOFTWARE BETA TEST SITE LICENCE AGREEMENT

This Software Beta Test Site Licence Agreement ("Agreement") is entered into between [NAME OF DEVELOPER / PUBLISHER] ("Licensor") and [NAME OF LICENSEE] ("Licensee").

### 1. Software Definition

The term "Software" shall mean all computer programs and related documentation described in Exhibit "A" attached to this Agreement.

### 2. Acknowledgement of Beta Testing

Licensee and Licensor acknowledge and agree that the Software is a beta test version that may contain bugs, defects and errors and that the Software is not expected to function fully upon installation. Licensee and Licensor further acknowledge and agree that the Software is being supplied to Licensee without charge in exchange for Licensee's evaluation of the Software.

### 3. Licence

- a. *Grant of Licence.* Licensor grants Licensee a royalty-free, nonexclusive, non-transferrable licence to use the Software at the site described in Exhibit "A" hereto, subject to all terms and conditions of this Agreement and the Test Plan described in Exhibit "B" attached to this Agreement.
- b. *Term of Licence.* The licence granted by this Agreement shall expire on \_\_\_\_\_, (insert date) unless earlier terminated by either party. Upon expiration of the licence, Licensee agrees to comply with Subsection 3.e of this Agreement.
- c. *Termination by Licensee.* Licensee may terminate the licence granted by this Agreement by providing written notice to Licensor stating the effective date of the termination. Licensee agrees to comply with Subsection 3.e of this Agreement within thirty (30) days of the effective date the Agreement's termination by Licensee.
- d. *Termination by Licensor.* At any time after \_\_\_\_\_, (insert date) Licensor may terminate the licence granted by this Agreement by providing written notice to Licensee stating the effective date of the termination. Licensor agrees to provide Licensee the written notice at least forty five (45) days prior to the effective date of the termination. Licensee agrees to comply with Subsection 3.e of this Agreement within thirty (30) days of the effective date of the Agreement's termination by Licensor.
- e. *Return of Software.* Upon termination of the licence granted by this Agreement, Licensee agrees to (i) return to Licensor all copies of the Software, including any copies of computer programs on magnetic media and any written materials, and (ii) delete from all computer systems all copies of the Software.

### 4. Testing

- a. *Test Plan.* Licensor and Licensee agree that Licensee's evaluation of the Software shall be conducted in accordance with the Test Plan described in Exhibit "B" of this Agreement.
- b. *Role of Licensor.* In accordance with the Test Plan, Licensor agrees to provide telephone support to assist Licensee in using and evaluating the Software.
- c. *Role of Licensee.* In accordance with the Test Plan, Licensee agrees to use and evaluate the Software. Licensee agrees to provide Licensor with periodic reports that fully describe (i) the results of Licensee's use and evaluation of the Software, including any defects found in the

Software and any information necessary for Licensor to evaluate such defects, and (ii) any recommendations for changes or modifications to the Software.

- d. *Access to Software.* Licensee agrees to allow Licensor, at mutually agreed times, to have reasonable access to the Software on Licensee's computer system for the purpose of using, testing, modifying and correcting the Software.

**5. Right of Licensor to Use Licensee's Evaluation**

Licensee agrees that Licensor shall have the right to use, in any manner and for any purpose, any information gained as a result of Licensee's use and evaluation of the Software. Such information shall include but not be limited to changes, modifications and corrections to the Software. Licensor shall have the right to use, at its sole discretion, all such information, including but not limited to use by incorporation of such information into computer programs and documentation for assignment, licence, or other transfer to third parties.