

MBAWARE ENTERPRISES, INC. ("MBAWARE") IS WILLING TO LICENSE THE BETA SOFTWARE ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS BETA TEST AGREEMENT. PLEASE READ THE TERMS CAREFULLY. BY CLICKING ON "YES, I ACCEPT THE TERMS", YOU WILL INDICATE YOUR AGREEMENT WITH THEM. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOUR ACCEPTANCE REPRESENTS THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE "YOU" OR "YOUR" SHALL REFER TO YOUR ENTITY. IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND YOUR ENTITY, THEN MBAWARE IS UNWILLING TO LICENSE THE SOFTWARE, AND YOU SHOULD SELECT THE "NO, DECLINE" BUTTON AND THE DOWNLOAD OR INSTALL WILL NOT CONTINUE.

BETA TEST AGREEMENT

1. Parties. The parties to this Agreement are you, the licensee ("You") and MBAWare, Enterprises, Inc. ("MBAWare"). If You are not acting on behalf of Yourself as an individual, then "You" means Your company or organization.
2. Definitions. "Software" means the computer programs only in compiled, object code form, data compilation(s), and documentation as specified on your Confirmation.
3. Beta Test. MBAWare shall offer a free downloadable, time-limited trial of its Software for your evaluation. In exchange for your beta test feedback as described below, MBAWare will provide a free 1-Year subscription Software license as well as the right to purchase a perpetual license at a discounted price. MBAWare has the right to accept or reject any application to be a Beta Tester for any reason. If You are accepted by MBAWare as a Beta Tester, You agree to make best efforts to provide timely feedback to MBAWare on your experiences using the Software. This feedback may include bug reports, surveys, e-mails or conferences with MBAWare representatives, and written evaluations of new features included in the Software.
4. Beta Test Period. The beta test period will begin upon the installation of the Software, and may be terminated at any time by either You or by MBAWare, by providing e-mail or written notification of such intent. The duration of this test period ends on the date when the Software is announced by MBAWare as being commercially generally available ("GA"), or 6 months from acceptance of this Agreement, whichever comes first.
5. Software License Agreement. This Agreement contains terms and conditions in addition to those contained in MBAWare's Software License Agreement which you must also accept in order to license the software under this Agreement. If there are any conflicts in any provisions between the Beta Test Agreement and the Software License Agreement, then the Software License Agreement shall be the governing agreement for the conflicting provision.
6. No Conflict of Interest: You certify that You have no conflict of interest with MBAWare: that You are not an employee or affiliated with an organization offering a competing product, and that You are not involved in the testing, marketing, development or production of competing products of MBAWare nor affiliated with anyone who is involved in these activities.
7. Definition of Confidential information: You agree that all proprietary information disclosed by MBAWare relating to the company's business and to the Beta Test Program will be referred to collectively in this Agreement as "Confidential Information". Such information shall include, but not be limited to, MBAWare Software, documentation, marketing information, product test results and feedback.

8. Non-Disclosure and Non-Use of Confidential Information: You shall not disclose, publish or disseminate the Confidential Information to any third parties. You hereby acknowledge that unauthorized disclosure or use of the Confidential Information could cause MBAWare irreparable harm and significant injury that may be difficult to ascertain and for which MBAWare would not have an adequate remedy of monetary damages.

9. Ownership of Confidential Information: All Confidential Information, and any derivative thereof remains the property of MBAWare and no license, intellectual property rights or other rights to Confidential Information are granted or implied hereby other than the limited right to use set forth in paragraph 8 above to review the Confidential Information for purposes set forth herein.

10. Applicable Law, Jurisdiction And Venue. This Agreement shall be construed under the laws of the Commonwealth of Virginia, USA, excluding rules regarding conflicts of law. The courts of Arlington County in the Commonwealth of Virginia, USA and the nearest U.S. District Court in the Commonwealth of Virginia shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under this Agreement.

11. Miscellaneous. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable.