

BETA TEST AGREEMENT

You are agreeing to the terms and conditions. You acknowledge the following.

The developer is the owner of a prototype product identified "Contap.io digital profile and business cards" (from now on referred to as "the "Product"), which it desires to have tested by a prospective user in what is commonly referred to as "Beta Test".

The Product contains valuable, confidential, trade secret information the Developer owns.

The Recipient desires to test and evaluate the Product's suitability for use in its business.

NOW, THEREFORE, in consideration of the promises set forth herein, the parties hereto agree as follows:

1. Arrangement.

The developer agrees to provide the Recipient the Product, and the Recipient accepts the Product, subject to the terms of this Agreement. The recipient agrees to test and evaluate the Product as provided herein, report to the Developer concerning the usefulness and functionality of the Product, and return the Product to the Developer after the Beta Test, all according to this Agreement.

2. Non-Disclosure.

A. Recipient acknowledges and agrees that in providing the Product, Developer may disclose to Recipient certain confidential, proprietary trade secret information of Developer (from now on referred to as "the "Confidential Information"). Personal Information may include but is not limited to the Product, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information, or business plans. During this Agreement and for a period of 12 months after that, Recipient agrees that it will not, without the express prior written consent of Developer, disclose any Confidential Information or any part thereof to any third party, except to the extent that such Confidential Information:

- i) is or becomes generally available to the public through no fault of the Recipient;
- ii) is rightfully received by Recipient from a third party without limitation as to its use; or
- iii) is independently developed by Recipient. At the termination of this Agreement, the Recipient will return the Product and all other Confidential Information to the Developer.

B. Recipient also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Product or any firmware, circuit board, or software provided in addition to that.

3. License.

Recipient acknowledges that Recipients shall have only a limited, non-exclusive, non-transferable license to use the Product for a period not to exceed [Beta Test Period] days. Recipient acknowledges and agrees that it will not use the Product for any illegal purpose. Because the Product is a "Beta Test" version

only and is not error or bug-free, Recipient agrees that it will use the Product carefully and will not use it in any way which might result in any loss of its or any third party's property or information.

4. Report.

Recipient shall report to Developer, as soon as practical, any perceived defect in the Product and, following the discovery of any material defect, shall terminate its use of the Product. After the Beta Test, the Recipient shall provide to Developer with an evaluation of the Product, including both positive and negative aspects.

5. Termination.

The recipient may terminate this Agreement at any time before the expiration of the Beta Test by returning the Product, including all Confidential Information and copies thereof, to Developer, along with its evaluation report. The developer may terminate this Agreement upon notice to Recipient, subject to Recipient's obligation to return the Product, Confidential Information, and all copies thereof. The responsibilities of the Recipient in Section 2 above shall survive the termination of this Agreement. If not earlier terminated, this Agreement shall terminate automatically

upon the end of the period outlined in Section 3 following the Recipient's return of the Product and the Confidential Information. Upon termination, the Recipient agrees to remove from Recipient's computer any files related to the product.

6. Developer's Warranties.

The developer represents and warrants that it has the requisite right and legal authority to grant the license and provide the Product and the Confidential Information as contemplated by this Agreement. **DEVELOPER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PRODUCT OR ANY OTHER CONFIDENTIAL INFORMATION, AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE AT THIS MOMENT DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE DEVELOPER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY ABOVE, AND THE RECIPIENT'S SOLE REMEDY, SHALL BE THAT DEVELOPER SHALL INDEMNIFY AND HOLD THE RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY, INCLUDING REASONABLE ATTORNEY'S FEES.**

7. Governing Law.

This Agreement is to be governed by, construed, and enforced according to the laws of the State of Indiana.

8. No Assignment.

The recipient may not assign this Agreement without the prior written consent of Developer. This Agreement shall be binding upon and inure to the benefit of the parties and their respective administrators, successors, and assigns.

9. Headings.

Headings in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

10. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter. This Agreement may be modified only by a further writing duly executed by both parties.

11. Arbitration.

The parties agree that they will use their best efforts to amicably resolve any dispute arising from or relating to this Agreement. Any controversy, claim, or dispute that cannot be resolved shall be settled by final, binding arbitration following the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in the city where the Developer's headquarters are located or such other place as may be mutually agreed upon by the parties. Within fifteen (from now on referred to as "15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (from now on referred to as "10) days of their appointment. Each party shall bear its costs and expenses and an equal share of the arbitrator's expenses and administrative fees of arbitration.