BETA TESTING AGREEMENT

THIS BETA TESTING AGREEMENT ("Agreement") is a binding agreement by and between Keenan Woodall ("Developer"), with an office at 1310 Clinton Street Suite 111 Nashville, Tennessee 37203 and the end user ("Tester").

Developer has designed and developed a certain proprietary software product and documentation known internally at Developer as Deform ("Program"), and Developer and Tester desire that Tester use, evaluate and conduct tests, and to report results of such use tests and evaluations to Developer on the current version of the Program ("Beta Program").

DEVELOPER PROVIDES THE BETA PROGRAM SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT TESTER ACCEPTS AND COMPLIES WITH THEM. BY INSTALLING AND/OR USING THE BETA PROGRAM YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT TESTER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF TESTER AND TO BIND TESTER TO ITS TERMS. IF TESTER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, DEVELOPER WILL NOT AND DOES NOT GRANT TESTER TO RIGHT TO USE THE BETA PROGRAM, AND TESTER MUST NOT INSTALL THE BETA PROGRAM OR DOCUMENTATION.

1. Grant of License and Restrictions on Use. DEVELOPER AGREES TO PROVIDE TESTER WITH ONE COPY OF THE BETA PROGRAM, OR CERTAIN MODULES OF THE BETA PROGRAM, AND HEREBY GRANTS TO TESTER A LIMITED LICENSE TO USE THE BETA PROGRAM PURSUANT TO THE TERMS OF THIS AGREEMENT.

Test agrees and acknowledges that: (a) the Beta Program will be provided solely for Tester's nonexclusive, internal, limited commercial use on Tester's computer(s); (b) the Beta Program is a release of the Program which is not generally available for distribution when shipped to the Tester; (c) the Beta Program is provided to Tester for installation in the Tester's operational environment; (d) use of the Beta Program provides Tester early operational experience with the Beta Program and provides Developer with specific information regarding the Tester's experiences with the installation and operation of the Beta Program; (e) Tester may copy the Beta Program solely for backup or archival purposes; (f) the Beta Program is a trade secret of Developer and confidential information of Developer and its licensors; (g) Tester agrees to keep the Beta Program strictly confidential and not to disclose the Beta Program nor allow anyone to have access to the Beta Program other than Tester's authorized employees; (h) title to the Beta Program and all changes, modifications and derivative works thereto shall remain with Developer and its licensors; and (i) the Beta Program is protected by copyright, patent, trademark and other laws and international treaties.

2. Prohibited Activities. Without the prior written consent of Developer, Tester may not: (a) transfer, assign, sublicense, use, copy, distribute or modify the Beta Program, in whole or in part, except as expressly permitted in this agreement; (b) decompile, reverse assemble or otherwise reverse engineer the Beta Program, except as expressly permitted under applicable law; or (c) remove or alter any of the copyright notices or other proprietary markings on any copies of the Beta Program.

3. Beta Period. The period of Beta testing and Beta support ("Beta Period") shall commence on the date that Tester installs the Beta Program and shall end upon the earlier of: (a) the date of General Availability ("GA") of the Program, as Developer may determine in its sole discretion; (b) the date Tester discontinues use of the Beta Program, on not less than 5 days prior written notice to Developer; or (c) the date of termination of this Agreement by Developer, as provided in Section 11. Within 5 days after termination, unless otherwise agreed to in writing by Developer, Tester will either return to Developer the Beta Program and Documentation and all copies thereof, or, if so instructed by Developer, destroy the Beta Program and Documentation and all copies thereof and certify in writing to Developer that they have been destroyed.

4. Documentation. During the Beta Period, Developer may from time to time, in its sole discretion, provide available publications, education materials and other documentation respecting the Beta Program ("Documentation") to the Tester. All such Documentation, whether or not marked with a trademark notice, copyright notice or restrictive legend, such as "Confidential", shall be considered the confidential and proprietary property of Developer and shall be provided to the Tester subject to the confidentiality provisions of this Agreement.

5. Tester's Services. During the Beta Period, the Tester will provide the following services: (a) assign a Beta representative to serve as the primary point of contact with Developer; (b) staff the Beta project with appropriate personnel to provide planning, implementation, operation and reporting with respect to the Beta Program; (c) provide all computer and other equipment and facilities necessary for the evaluation and testing required under this agreement; (d) use its reasonable efforts to commence operation of the Beta Program promptly; (e) use the Beta Program and Documentation for testing purposes and not use the Beta Program to perform any production activities during the Beta Period, unless Developer shall have otherwise approved in writing; (f) at Developer's request, document its experiences during the Beta Period and participate in conference calls with Developer personnel to report on the operational status of the Beta Program and to report to Developer its experiences and any problems encountered, including but not limited to reporting all errors, difficulties or other types of problems with the Beta Program; (g) allow Developer personnel reasonable access to the Beta Program during the Beta Period, subject to Tester's reasonable security procedures, for service and observation purposes; and (h) furnish to Developer at the end of the Beta Period a written response to Developer's questionnaire regarding the Tester's experiences, including the Tester's evaluation of the functions, performance and serviceability of the Beta Program and related Documentation.

6. Disclaimer of Warranties and Limitation of Liabilities. Developer may correct errors in the Beta Program and Documentation within a reasonable time, as determined in its sole discretion. Developer does not guarantee or assume responsibility for any impact of use of the Beta Program on Tester's existing production or other environment or on CPU performance. Tester acknowledges that the Beta Program constitutes an "untested" product. Tester understands that the testing and quality assurance of the Beta Program has not yet been completed, nor is the Beta Program authorized for general release by Developer. Tester agrees and acknowledges that the Beta Program has not been tested or debugged and is experimental and that the Documentation may be in draft form and will, in many cases, be incomplete. Tester agrees that Developer makes no representations regarding the completeness, accuracy or Tester's use or operation of the Beta Program. The Beta Program and Documentation are being delivered "AS IS" WITHOUT WARRANTIES OF ANY KIND. DEVELOPER DOES NOT WARRANT THAT THE

BETA PROGRAM WILL MEET TESTER'S REQUIREMENTS OR THAT THE OPERATION OF THE BETA PROGRAM WILL BE UNINTERRUPTED, ERROR FREE OR WILL APPEAR AS DESCRIBED IN THE DOCUMENTATION. DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF TITLE OR INFRINGEMENT. IN NO EVENT WILL DEVELOPER BE LIABLE TO TESTER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES, DIRECT OR INDIRECT, OR EXPENSES INCURRED BY TESTER IN CONNECTION WITH THE USE OF THE BETA PROGRAM, INCLUDING LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, TIME, MONEY, GOODWILL AND ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM EVEN IF DEVELOPER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. TESTER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE BETA TEST AND THIS AGREEMENT BY WRITTEN NOTICE TO DEVELOPER.

7. No Guarantee of Beta Program Availability or Support. Developer does not guarantee that the generally available release of the Program will be identical to the Beta Program. Therefore, a re-installation of the generally available released version may be required. It is understood that Developer is not obligated, nor will it be obligated in the future, to make the Beta Program available as a standard product. If, at the conclusion of the Beta Period, the Beta Program and Documentation are not generally released by Developer to its clients, Developer, may, in its sole discretion, grant to Tester, without any additional charge, a license to use the Beta Program and Documentation for its internal use only, provided that Developer shall have no responsibility or liability to Tester for any further support or maintenance of the Beta Program or Documentation.

8. Confidentiality. Tester agrees that it will treat any reports provided to Developer, and any other information created by Tester, disclosed by Tester or disclosed by Developer with regard to the Beta Program, as confidential to Developer. Tester agrees not to disclose, publish, display or otherwise make available the Beta Program, the Documentation, or any information gained from its use of the Beta Program and Documentation to any third party without the prior written consent of Developer. Tester agrees to secure and protect the Beta Program and any copies thereof in a manner consistent with the maintenance of Developer's rights herein and to take appropriate action by instruction or agreement with its employees who are permitted access to the Beta Program to satisfy Tester's obligations hereunder. In the performance of this Agreement, or contemplation thereof, Tester may have access to know how, trade secrets and other confidential information, owned by Developer. Tester agrees to keep all such information confidential in accordance with reasonable industry standards. Developer agrees to maintain the confidentiality of any live customer data utilized at any time during the Beta Period, which comes into Developer's possession.

9. Permitted Uses of Tester's Reports. The Tester agrees that the reports prepared by the Tester and delivered to Developer may be used by Developer for all business purposes without any further consent, accounting, or compensation in the development, manufacture, marketing and maintenance of the Beta Program and other Developer products and services, including reproduction and preparation of derivative works based upon such reports, as well as distribution of such derivative works.

10. Trademarks and Promotional Activities.   Nothing contained herein shall be construed as conferring upon Tester or Developer any right to use in advertising, publicity or other marketing activities, any name, trade name, trademark, or other designation of the other party or to refer to the existence hereof in any promotional activity without the express written consent of such other party. With reasonable notification, Tester agrees to be a positive reference for Developer during and after the Beta Period.

11. Termination.   Developer may terminate this Agreement without cause by giving written notice of termination to Tester. Developer may immediately terminate this Agreement in the event of any failure to comply with any of the above terms. Such termination shall be in addition to and not in lieu of any criminal, civil or other remedies available to Developer.

12. Governing Law.   The provisions of this Agreement and all the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to principles of conflicts of laws.

13. Amendments.   This Agreement may only be amended by a written agreement signed by authorized representatives of both parties.