

BETA 10 AGREEMENT

THIS AGREEMENT is made by and between Rydlr™ a subsidiary of *Dorsal Media Limited* ("OurCompany"), located at 12th floor, *Barclays Plaza, Loita Street Nairobi, Kenya* and _____ ("Licensee") having a principal place of business of _____.

GENERAL TERMS AND CONDITIONS

- A. OurCompany has developed Rydlr™ including modifications, enhancements, improvements, updates, additions, derivative works, documentation and related material ("Software").
- B. OurCompany desires that the Software be tested prior to general release.
- C. Licensee wishes to serve as a Beta test site for such Software;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:

- 1 OurCompany grants to Licensee a non-exclusive, non-transferable license to use the Software on a single computer at Licensee's business location solely for Beta testing and Beta use from effective date of agreement to 15 days after official release date of the products(s), subject to the term and conditions below.
- 2 In consideration for receiving a copy of the Software for testing, Licensee agrees to serve as a "Beta Site" for the Software and will notify OurCompany of all problems and ideas for enhancements which come to Licensee's attention during the period of this Agreement, and hereby assigns to OurCompany all right, title and interest to such enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.

- 3 Licensee agrees that Software is the sole property of OurCompany until it is officially released and includes valuable trade secrets of OurCompany. Licensee agrees to treat Software as confidential and will not without the express written authorization of OurCompany:
 - 3.1 Demonstrate, copy, sell or market Software to any third party; or
 - 3.2 Publish or otherwise disclose information relating to performance or quality of the Software to any third party; or
 - 3.3 Modify, reuse, disassemble, decompile, reverse engineer or otherwise translate Software or any portion thereof.
- 4 Software is prerelease code and is not at the level of performance or compatibility of a final, generally available product offering. Software may not operate correctly and may be substantially modified prior to first commercial shipment, or withdrawn. Software is provided "AS IS" without warranty of any kind. The entire risk arising out of the use or performance of Software remains with Licensee. In no event shall OurCompany be liable for any damage whatsoever arising out of the use of or inability to use Software, even if OurCompany has been advised of the possibility of such damages.
- 5 The Licensee upon completion of the Beta test agrees to provide material, statistics, or information that is not deemed confidential to Licensee's business for use in press releases, customer testimonials, and as a reference in marketing and sales initiatives by OurCompany. Licensee will provide a quote to OurCompany that may be used in a press release.
- 6 This License Agreement shall be governed, construed and enforced in accordance with the laws of the Kenya. Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested to above address or such other address as may be given from time to time under the terms of this notice provision.
- 7 This Agreement and the subscription agreement terms & conditions constitutes the entire agreement between the parties for Software and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.
- 8 Licensee shall comply with all applicable laws, regulations, and ordinances in connection with its activities pursuant to this Agreement.

- 9 Failure of Our Company to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.
- 10 If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

IN WITNESS WHEREOF, parties hereto have caused their duly authorized representatives to execute this Agreement.

RYDLR™

Licensee

By Dorsal Media Limited

By _____

/s/ _____

/s/ _____

Name: TED OPIYO

Name: _____

Title: Founder & CEO

Title: _____

Date: _____

Date: _____