LD UTRP Beta Tester Agreement including Non-Disclosure Agreement (NDA)

Beta Tester Agreement

This Beta Tester Agreement (the "Agreement") is made and entered into on this [Date], by and between Longhorn Developers ("Company") and [Beta Tester's Name] ("Tester").

1. Beta Testing Arrangement

Tester agrees to participate in the beta testing phase of the project titled "UT Registration Plus" or "UTRP" (hereinafter referred to as the "Project"), developed by the Company. Tester acknowledges and agrees that they will provide feedback, suggestions, and reports to the Company regarding the performance, functionality, and usability of the Project during the testing phase.

2. Non-Disclosure Agreement (NDA)

In consideration of Tester's participation in the beta testing phase and to protect the confidential and proprietary information related to the Project, Tester agrees to abide by the terms of the Non-Disclosure Agreement (NDA) attached hereto as Exhibit A.

3. Confidentiality of Feedback

Tester agrees that any feedback, suggestions, or reports provided to the Company regarding the Project during the beta testing phase shall be considered Confidential Information under the terms of the NDA and shall not be disclosed to any third party without the prior written consent of the Company.

4. Ownership

Tester acknowledges and agrees that all rights, title, and interest in and to the Project, including all intellectual property rights, shall remain vested in the Company. Tester shall have no ownership or rights to the Project except as expressly granted herein.

5. Termination

This Agreement shall commence on the date of execution and shall continue until the conclusion of the beta testing phase, unless terminated earlier by mutual agreement of the parties. Upon termination, Tester shall return or destroy all materials and documentation related to the Project in their possession.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of laws principles.

7. Entire Agreement
This Agreement, including the attached NDA, constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior or contemporaneous agreements, whether written or oral, pertaining to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Longhorn Developers:
[Authorized Signature]
[Printed Name]
[Title]
Date:

Tester: [Authorized Signature]
[Printed Name]
Date:

Exhibit A: Non-Disclosure Agreement (NDA)
(Attached separately)

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into on this [Date], by and between Longhorn Developers ("Company"), and [Beta Tester's Name] ("Recipient").

1. Purpose

The purpose of this Agreement is to establish a confidential relationship between the Company and the Recipient to protect the confidential and proprietary information related to the project titled "UT Registration Plus" or "UTRP" (hereinafter referred to as the "Project") during the beta testing phase.

2. Confidential Information

"Confidential Information" shall encompass all information disclosed by the Company to the Recipient, whether communicated orally or in writing, that is expressly designated as confidential or that would reasonably be understood to be confidential given the nature of the information and the context of its disclosure. This includes but is not limited to the Project, its design, development, code, algorithms, features, processes, techniques, documentation, and any other information pertinent to the Project.

3. Non-Disclosure and Non-Use Obligations

Recipient agrees to treat all Confidential Information with the utmost confidentiality and shall not disclose such Confidential Information to any third party without the prior written consent of the Company. Recipient agrees to utilize the Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and shall take all reasonable measures to safeguard the confidentiality of such information.

4. Exceptions

Recipient's obligations under this Agreement shall not extend to any information that: (a) is or becomes public knowledge through no fault of the Recipient; (b) was rightfully known to the Recipient prior to its disclosure by the Company without any obligation of confidentiality; (c) is independently developed by the Recipient without reference to or use of the Confidential Information; or (d) is required to be disclosed by law or court order, provided that the Recipient promptly notifies the Company of such requirement and cooperates with the Company in seeking appropriate protective measures.

5. Term

This Agreement shall remain in effect until the conclusion of the beta testing period, unless terminated earlier by mutual written agreement of the parties. Notwithstanding termination, the obligations of confidentiality and non-use shall endure for a period of five (5) years from the date of termination.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of laws principles.

7. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior or contemporaneous agreements, whether written or oral, pertaining to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Longhorn Developers:
[Authorized Signature]
[Printed Name]
[Title]
Date:

Tester: [Authorized Signature]
[Printed Name]
Date: