

# NONDISCLOSURE AGREEMENT FOR BETA TESTER

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This Nondisclosure Agreement (the "Agreement") is made and effective June 1, 2011,

**BETWEEN:** **REI360, LLC** (the "Company"), a corporation organized and existing under the laws of the North Carolina, with its head office located at: PO Box 1258, Knightdale, NC 27587

**AND:** **All Beta Tester's of Rapid Residual Pro** (the "Tester"), who view this legal agreement and download or install Rapid Residual Pro to test or trial. Each individual or corporation having its own private office location:

WHEREAS, Tester agrees to test a software program known as Rapid Residual Pro (the "Software") and keep the Company aware of the test results.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Company and Tester hereby agree as follows:

## 1. COMPANY'S OBLIGATIONS

The Company shall provide Tester with a copy of the Software and any necessary documentation and instruct Tester on how to use it and the desired test data to be gained. Upon satisfactory completion of the testing, the Company shall furnish Tester with one free copy of the production version of the Software, contingent upon the Company's decision to proceed with production of the Software. Tester shall be entitled to the same benefits to which regular purchasers of the Software will be entitled.

## 2. TESTER'S OBLIGATIONS

Tester shall test the Software under normally expected operating conditions in Tester's environment during the test period. Tester shall gather and report test data as mutually agreed upon with the Company. Tester shall allow the Company access to the Software during normal working hours for inspection, modifications and maintenance.

## 3. SOFTWARE A TRADE SECRET

Tester acknowledges that the Software is proprietary to, and a valuable trade secret of, the Company and is entrusted to Tester only for the purpose set forth in this Agreement. Tester shall treat the Software in the strictest confidence. Tester agrees that it will not, without the Company's prior written consent:

- A. Disclose any information about the Software, its design and performance specifications, its code, and the existence of the beta test and its results to anyone other than Tester's employees who are performing the testing;
- B. Copy any portion of the Software or documentation, except to the extent necessary to perform the beta testing; or
- C. Reverse engineer, decompile or disassemble the Software or any portion of it.

#### **4. SECURITY PRECAUTIONS**

Tester shall take reasonable security precautions to prevent the Software from being seen by unauthorized individuals. This includes locking all copies of the Software and associated documentation in a desk or file cabinet when not in use.

#### **5. TERM OF AGREEMENT**

The test period shall last from June 1, 2011, until July 7, 2011. This Agreement shall terminate at the end of the test period or when the Company asks Tester to return the Software, whichever occurs first. The restrictions and obligations contained in Articles 3, 6, 7, 8 and 9 shall survive the expiration, termination or cancellation of this Agreement, and shall continue to bind Tester, its successors, heirs and assigns.

#### **6. RETURN OF SOFTWARE AND MATERIALS**

Upon the conclusion of the testing period or at the Company's request, Tester shall promptly (within 14 days) return the original and all copies of the Software and all related materials to the Company and erase all portions thereof from computer memory.

The only exceptions are sites approved, as part of the compensation agreement for beta testing, which may be given a valid license and legal user agreement along with full version upgrades from the beta test version to the approved website installation.

Sites having the beta test version installed that you would rather convert to a fully licensed installation rather than delete and reinstall a fully licensed program must be submitted to Steve Odette with REI360, LLC for approval.

#### **7. DISCLAIMER OF WARRANTY**

Tester understands and acknowledges that the Software is a test product and its accuracy and reliability are not guaranteed. Owing to its experimental nature, Tester is advised not to rely exclusively on the Software for any reason. Tester waives any and all claims it may have against the Company arising out of the performance or nonperformance of the Software.

THE SOFTWARE IS PROVIDED AS IS, AND THE COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO IT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **8. LIMITATION OF LIABILITY**

The Company shall not be responsible for any loss or damage to Tester or any third parties caused by the Software or by the Company's performance of this Agreement.

THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE, WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF ANY USE OF THE SOFTWARE OR ANY PERFORMANCE OF THIS AGREEMENT.

## 9. NO RIGHTS GRANTED

Tester understands and acknowledges that the Software is provided for its own use for testing purposes only. This Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in the Software or the Company's trade secrets to Tester. Tester may not sell or transfer any portion of the Software to any third party or use the Software in any manner to produce, market or support its own products. Tester shall clearly identify the Software as the Company's property.

## 10. NO ASSIGNMENTS

This Agreement is personal to Tester. Tester shall not assign or otherwise transfer any rights or obligations under this Agreement.

## 11. ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreement of the parties relating to the subject matter hereof. Any representation, promise or condition not explicitly set forth in this Agreement shall not be binding on either party. All additions or modifications to this Agreement must be made in writing and must be signed by both parties to be effective.

## 12. ACKNOWLEDGMENT

BY DOWNLOADING THIS SOFTWARE, THE END-USER ACKNOWLEDGES THAT IT HAS READ THIS BETA LICENSE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. Should you have any questions concerning this License, contact Licenser at the address set forth herein.


## 13. APPLICABLE LAW

This Agreement is made under, and shall be construed according to, the laws of the State of North Carolina, USA.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

COMPANY

TESTER

  
\_\_\_\_\_, REI360, LLC  
Authorized Signature

\*IP, domain, name and license acceptance  
All Beta Testers recorded per above

Steven J. Odette, President REI360, LLC  
Print Name and Title