# AUTOFORM Beta Test Agreement

This AutoForm Beta Test Agreement ("Agreement") applies to any beta-license grant by AutoForm Engineering Deutschland GmbH, with its registered office at Technologiezentrum, Joseph-von-Fraunhofer-Straße 13a, D-44227 Dortmund, Germany ("AF") to any end-user ("Licensee") for the purpose of testing Auto-Form beta software products.

**Preamble**: AF and Licensee agree on a beta test of AutoForm Software Version submitted by AF to Licensee for beta testing ("Software") at Licensee's site under the following conditions:

## 1. Grant of Rights

Subject to the terms and conditions of this Agreement, AF grants to Licensee a limited, non-transferable, non-exclusive license to use the Software for internal evaluation only for a limited period of time.

## 2. Beta Test Conditions

Licensee shall name a limited number of test users and these users will get a training using the Software. Licensee will test the Software only by users who have been properly trained in using the Software. Licensee accepts that the Software is a non-productive version for internal tests only; data produced with the beta version will not necessarily be compatible with the production release. Licensee agrees that in case of malfunction, missing functions, errors or inaccurate results he contacts AF to report the problem and assist AF to reproduce it. AF must have the possibility to analyse the problem and Licensee will provide all necessary data therefor. From time to time and at the end of the beta test, Licensee will provide AF with information about the results of the beta test.

## 3. Warranty Disclaimer

AF makes, and Licensee receives, no warranties or conditions of any kind, whether express, implied, statutory or otherwise, related to or arising out of this Agreement. All software, materials and information furnished under or in connection with this Agreement are provided "as is," and AF specifically disclaims the implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement.

## 4. Confidentiality

"Confidential Information" means any information disclosed by AF or another AutoForm entity to Licensee of a confidential or proprietary nature. Confidential Information includes, without limitation, the Software and all information embodied therein, including the structure and look of the user interface, as well as the results of the Software evaluation. Licensee agrees not to use Confidential Information for any purpose except to carry out its tests under this Agreement. Licensee will not disclose Confidential Information to AutoForm's competitors, to other third parties or to its employees, except employees who are required to have the information in order for Licensee to evaluate the Software under this Agreement. Licensee agrees that it shall use its best efforts to protect the secrecy of and to avoid the disclosure and unauthorized use of Confidential Information. Without limiting the foregoing, Licensee shall take at least those measures that it takes to protect its own most highly confidential information, and shall ensure that its employees who have access to Confidential Information have signed a non-use and non-disclosure agreement in content similar to the provisions hereof prior to any disclosure of Confidential Information to such employees. This confidentiality section will survive the term of this Agreement for five years.

## 5. Term and Termination

The term of this Agreement shall commence on the date of execution of this Agreement and shall end 3 months later. AF may terminate this Agreement effective upon written notice to Licensee if Licensee breaches any material term or condition of this Agreement, which breach is not cured within fifteen (15) days after written notice of such breach from AF stating its intention to terminate this Agreement.

## 6. Miscellaneous

This Agreement will be interpreted and governed by German law, without reference to conflict of laws principles. Licensee may not assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of AF. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. The parties agree to renegotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision to effect the original intent of the parties in entering into this Agreement prior to the invalid term being held invalid. This Agreement is the complete and entire agreement between the parties regarding the subject matter hereof, and shall supersede and replace any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter.