

Pramura Software Private Limited

S-6, II Floor, Sreevatsa Square, Mettupalayam Road,
Thudiyalur, Coimbatore, Tamil Nadu, INDIA – 641034.

BETA TEST AGREEMENT

This BETA TEST Agreement (“Agreement”) is entered into between **PRAMURA SOFTWARE PRIVATE LIMITED** (here by called as “Pramura”) and _____ (here by called as “Tester”)

SECTIONS

- 1. License Grant.** Subject to the terms and conditions hereof, Pramura grants to Tester, for the BETA Test Period identified below, a limited non-exclusive, nontransferable, revocable license to use the **SmartDesignerPCB** software product identified below (“Software”) solely for the purpose of testing the Software and evaluating its functionality.
- 2. Termination.** The licenses granted hereunder terminate on expiration of the BETA Test Period. Additionally, either party may terminate this Agreement upon written notice to the other party at any time. Within five days after termination, Customer will (i) return to Pramura the Software and all copies thereof in the form provided by Pramura or (ii) upon request by Pramura to destroy the Software and all copies thereof and certify in writing that it has been destroyed.
- 3. Confidentiality; Restrictions.** Tester acknowledges that the Software contains confidential information and trade secrets of Pramura. Tester will use no less than all reasonable efforts to protect the Confidential Information from unauthorized use or disclosure. Tester may disclose Confidential Information only to those of its employees of Pramura. Tester will immediately report any violation of this provision to Pramura. Tester’s rights in the Software will be limited to those expressly granted in Section 1. Pramura reserve all rights and licenses in and to the Software not expressly granted to Tester hereunder.
- 4. Proprietary Rights** Tester will not copy, distribute, sell, sublicense or otherwise transfer or make available the Software or any portion thereof to any third party; remove from view any copyright legend, trademark or confidentiality notice appearing on the Software or Software output; a modify, adapt, translate, reverse engineer, decompile or derive the source code for the Software, or authorize a third party to do any of the foregoing. Tester will not use the Software or any documentation provided therewith for any purpose other than Pramura’s internal evaluation and the provision of feedback to Pramura, and not to disclose to any third party without the prior written approval of Pramura, the Software, its features, feedback related technical information identified as confidential or the results of any performance or functional evaluation or test of the Software (the “Confidential Information”).

Pramura Software Private Limited

S-6, II Floor, Sreevatsa Square, Mettupalayam Road,
Thudiyalur, Coimbatore, Tamil Nadu, INDIA – 641034.

5. **Delivery and Installation.** Pramura will provide the Software via electronic delivery. Tester will be responsible for installing the Software. Pramura may provide reasonable assistance in connection with such installation.
6. **NO WARRANTY.** All confidential information is provided on an “as is” basis, without any warranty whatsoever, whether express, implied, or otherwise, regarding its accuracy, completeness, safety, performance, fitness for a particular purpose, non-infringement of third-party rights, or otherwise, and the receiving party agrees that the disclosing party shall have no liability whatsoever resulting from receiving party’s use of confidential information.
7. **Term and termination.** The term of this Agreement shall be for a period of one (1) year beginning on the effective date. All confidential information disclosed hereunder shall be protected in accordance with this Agreement during the confidentiality period notwithstanding any earlier termination of this Agreement.
8. **Governing law:** The laws currently in force in India shall be governed and construed in accordance with the laws of India to the exclusion of all other conflicts of laws.
9. **Miscellaneous.** (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by both parties against whom enforcement of such modification is sought.
(b) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight courier, electronic mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case the address of the other party shall be as listed below. If there is any change, the other party shall be notified in time.
10. **Jurisdiction.** Any disputes arising from the performance of this contract shall be settled through friendly negotiation by both parties. If the negotiation fails, either party may submit the dispute to Indian Law in accordance with its arbitration rules.
11. **Entry into force.** This agreement will take effect after it is signed or sealed by both parties. Two copies, each with one copy, have the same legal effect.