

# BETA TESTING AGREEMENT

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This Beta Testing Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[TESTER LEGAL NAME / INDIVIDUAL NAME], of [TESTER ADDRESS] (the "**Tester**").

Company and Tester are each a "**Party**" and together the "**Parties**."

**Recitals.** The Company is developing a pre-release product or feature and wishes to make it available to the Tester for evaluation and feedback before general release. The Tester wishes to participate in the Company's beta program on the terms below. The Beta Product is provided as a work in progress and may be incomplete, unstable, or subject to change. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Definitions and Program Scope

**1.1 Beta Product.** "**Beta Product**" means the pre-release software, features, documentation, and related materials identified in **Schedule 1** that the Company makes available to the Tester under this Agreement, including any updates the Company provides during the Test Period.

**1.2 Test Period.** "**Test Period**" means the period beginning on the Effective Date and ending on [END DATE], unless extended by the Company in writing or terminated earlier under Section 7.

**1.3 Feedback.** "**Feedback**" means any suggestions, comments, bug reports, evaluations, ideas, and other information the Tester provides to the Company about the Beta Product.

**1.4 Purpose.** The Tester will use the Beta Product solely to evaluate it and provide Feedback, and not for production, commercial, or business-critical purposes, unless the Company expressly authorizes such use in writing.

## 2. License Grant

**2.1 Limited license.** Subject to this Agreement, the Company grants the Tester a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Beta Product during the Test Period solely for the Purpose.

**2.2 Restrictions.** The Tester will not: (a) copy, modify, or create derivative works of the Beta Product except as necessary to use it for the Purpose; (b) reverse engineer, decompile, or disassemble the Beta Product except to the extent applicable law prohibits this restriction; (c) sell, rent, lease, sublicense, or otherwise make the Beta Product available to any third party; or (d) remove or alter any proprietary notices.

**2.3 Reservation of rights.** The Company retains all right, title, and interest in and to the Beta Product. No rights are granted except as expressly stated in this Agreement.

### 3. Tester Obligations

**3.1 Testing activities.** The Tester will use commercially reasonable efforts to exercise the Beta Product as described in **Schedule 1** and to report issues encountered during the Test Period.

**3.2 Feedback.** The Tester will provide Feedback through the channels and at the intervals the Company reasonably requests, including prompt reporting of material defects, errors, and security concerns.

**3.3 Environment and backups.** The Tester is responsible for its own equipment, internet access, and the security and backup of its own data, and will not rely on the Beta Product to store the sole copy of important data.

**3.4 Compliance.** The Tester will use the Beta Product in compliance with applicable laws and the Company's reasonable instructions and usage guidelines.

### 4. Feedback and Intellectual Property

**4.1 License to Feedback.** The Tester grants the Company a perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, and incorporate the Feedback into the Company's products and services, without obligation or attribution to the Tester.

**4.2 No obligation to use.** The Company is under no obligation to use any Feedback or to develop, release, or maintain the Beta Product or any feature.

**4.3 No Tester IP rights.** The Tester acquires no ownership or other intellectual property rights in the Beta Product or in any product the Company develops based on the Feedback.

### 5. Confidentiality

**5.1 Confidential Information.** "**Confidential Information**" includes the Beta Product, its features and performance, the existence and details of the beta program, and any non-public information the Company discloses in connection with this Agreement.

**5.2 Obligations.** The Tester will: (a) keep Confidential Information strictly confidential; (b) use it only for the Purpose; and (c) not disclose it to any third party without the Company's prior written consent. The Tester will not publish benchmarks, reviews, screenshots, or public statements about the Beta Product without the Company's prior written consent.

**5.3 Exclusions.** The obligations do not apply to information that is or becomes public through no fault of the Tester, was rightfully known without restriction before disclosure, is rightfully obtained from a third party without restriction, or is independently developed without use of the Confidential Information.

**5.4 Compelled disclosure.** The Tester may disclose Confidential Information to the extent required by law, provided it gives the Company prompt written notice (where legally permitted) and reasonable cooperation to seek protective treatment.

### 6. Disclaimers and Limitation of Liability

**6.1 "As is" Beta Product.** THE BETA PRODUCT IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY THAT THE BETA PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, TO THE

FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**6.2 Assumption of risk.** The Tester acknowledges that the Beta Product is pre-release and may contain defects that could result in data loss, system failure, or other harm, and the Tester assumes the risk of using it.

**6.3 Limitation of liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR DATA, ARISING FROM THE BETA PRODUCT OR THIS AGREEMENT. THE COMPANY'S TOTAL AGGREGATE LIABILITY WILL NOT EXCEED [AMOUNT, e.g. US\$100].

## 7. Term and Termination

**7.1 Term.** This Agreement begins on the Effective Date and continues for the Test Period unless terminated earlier.

**7.2 Termination.** Either Party may terminate this Agreement at any time, with or without cause, on written notice. The Company may suspend or discontinue the Beta Product at any time.

**7.3 Effect of termination.** On termination or expiry, the Tester will stop using the Beta Product, return or destroy all copies and Confidential Information in its possession, and certify deletion on request.

**7.4 Survival.** Sections 4, 5, 6, 7.3, 7.4, and 8, and any other provisions that by their nature should survive, survive termination.

## 8. General Provisions

**8.1 Independent parties.** The Parties are independent. Nothing creates a partnership, joint venture, agency, or employment relationship. Participation in the beta program does not entitle the Tester to any compensation unless the Company agrees otherwise in writing.

**8.2 Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

**8.3 Assignment.** The Tester may not assign this Agreement without the Company's prior written consent. The Company may assign it freely.

**8.4 Entire agreement; amendment.** This Agreement, including its Schedule, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

**8.5 Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

**8.6 Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

**COMPANY**

**TESTER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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Printed name: **[NAME]**

Printed name: **[NAME]**

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Title: **[TITLE]**

Title: **[TITLE, or N/A]**

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule 1 — Beta Product and Testing Scope

- Beta Product: **[NAME / VERSION / DESCRIPTION]** - Features to test: **[DESCRIBE]** - Testing activities and expectations: **[DESCRIBE]** - Feedback channels and cadence: **[DESCRIBE]** - Known limitations: **[DESCRIBE]** - Test Period end date: **[DATE]**

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