



NATIVEWINDS BETA TEST AGREEMENT

INTRODUCTION

1. The undersigned company or individual ("Tester") and NativeWinds LLC ("Supplier") agree that Tester will participate in the *NativeWinds beta test program* under the terms of this Beta Test Agreement ("Agreement"). As used in this Agreement, the term "Product" refers to NativeWinds software products, their user manuals and other documentation.

AGREEMENT OF TESTER TO TEST AND REPORT

2. Tester agrees to report to Supplier any flaws, errors, bugs or other problems with the Product. Such reports may be made by fax, private Internet E-mail, Private Internet Newsgroup (when available) or by United States mail to NativeWinds Beta Test Program, 1448 Mt Hwy 2 West, Whitehall, MT 59759. Beta tester obligations and privileges will end twenty four months from the date of this Agreement. NativeWinds LLC reserves the right to terminate this beta test agreement at anytime. The Tester understands that prompt and accurate reports are of great value to Supplier, and promises best efforts to provide such reports.

DISCOUNTED COPIES OF PRODUCT TO USERS

3. Supplier offers to Tester the released version of the Product (if and when available) free of charge (plus shipping and any applicable taxes), provided that Tester has completed and returned a copy of this Agreement and has performed all of Tester's obligations set forth in this Agreement. Such copy will be provided subject to Supplier's standard License Agreement (copy available on request).

CONFIDENTIAL INFORMATION

4. Tester acknowledges that as a participant in the Product beta test, Tester will be given confidential trade secret information. Specifically, Tester agrees that the characteristics, performance, and potential shipment date of the Product, the Product itself (including all software and any documentation) and this Agreement are all confidential information and constitute trade secrets of Supplier. (This information is referred to as "Confidential Information".) Tester acknowledges that this Agreement will induce Supplier to make such information available to Tester.

5. Tester acknowledges that disclosure of Confidential Information could cause serious and irreparable harm to Supplier and, as an essential term and condition of participating in the test, agrees to maintain the Confidential Information in strict confidence and not to disclose Confidential Information to any person or organization until the earlier of (a) the date on which Supplier first makes this information publicly available, or (b) five years after the date of this Agreement ("Non-Disclosure Period"). During the Non-Disclosure Period, Tester agrees not to disseminate, publish, or otherwise communicate any review, account, description or other information concerning the Product, except directly to Supplier or with the express prior written consent of Supplier.

6. Tester agrees not to de-compile or reverse engineer the Program at any time during or after the beta test.

7. If Tester is a company, Tester agrees to take all reasonable steps to see that its employees, consultants, officers, and agents guard against and prevent disclosure of Confidential Information and to act in accordance with the confidentiality provisions of this Agreement. Tester further agrees that information will be available to its employees and officers and agents strictly on a "need-to-know" basis.

8. Tester will promptly destroy all supplied materials at the end of the period of the beta test, or, upon the request of Supplier, whichever is earlier.

OWNERSHIP OF THE PRODUCT

9. Tester acknowledges that the Product, its copyright, its trademark, and any other intellectual property rights in the Product are owned by Supplier. Tester acquires no ownership of the Product from this Agreement and no right to use the Product beyond the term of the beta test. Tester acquires no right to copy the Product, prepare derivative works or participate in development, manufacturing, marketing, and maintenance of the Product.

TESTER MAY NOT COPY THE PRODUCT; LIMITED LICENSE

10. Tester may not copy the Product, and may not provide any copy to any other person. Tester may not modify the

Product in any way.

- a) Tester may install the Product on one hard disk for testing at Tester's sole risk, but must remove such copy from such disk at the end of the beta test or upon Supplier's request, which ever is sooner. Tester has a limited, personal, non-transferable, non-exclusive license to use the Product for the sole purpose of evaluating and testing the Product during the period of the beta test.

RISKS FROM THE PRODUCT

11. Tester understands that the Product may have errors and may produce unexpected results. Tester agrees that any use of the beta version of the Product, whether as part of this beta test or otherwise, will be entirely at Tester's own risk, and Supplier makes no representations concerning the completeness, accuracy, or operation of the Product. Tester agrees that it is Tester's sole responsibility to backup data and take other appropriate measures to protect programs and data. Tester agrees not to allow any third party to use the Product on Tester's hardware or otherwise and to indemnify and hold Supplier harmless from any damages or claims arising from use by any third party.

12. THE PRODUCT AND ANY SUPPORT FROM SUPPLIER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. SUPPLIER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SUPPLIER BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM IMPAIRED OR LOST DATA, SOFTWARE OR COMPUTER FAILURE OR ANY OTHER CAUSE, EVEN IF SUPPLIER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY OTHER CLAIM BY TESTER OR FOR ANY THIRD PARTY CLAIM.

NO OBLIGATION ON BEHALF OF SUPPLIER ON ACCOUNT OF INFORMATION PROVIDED BY TESTER

13. Supplier does not want to receive and Tester agrees not to disclose to Supplier any information that is confidential or proprietary to Tester or others.

14. Tester agrees that the contents of all oral and written reports to Supplier and any other materials, information, ideas, concepts, and know-how provided by Tester (including corrections to problems in the Product and documentation) become the property of Supplier and may be used by Supplier for all business purposes, without any accounting or any payment to Tester. Under no circumstances will Supplier become liable for any payment to Tester for any information that Tester provides, whether concerning the Product or otherwise, no matter how such information is used or exploited by Supplier or anyone else.

PUBLICITY

15. Tester grants Supplier the right, to be exercised in Supplier's sole discretion, to use the facts, contents and outcome of the beta test, tester's comments, and tester's individual name, the names of tester's employees and agents participating in the test, and tester's trade name and trademark in Supplier's promotions, press releases, public relations, advertisements, and other sales and marketing activities. Such right shall be unlimited in duration, and no compensation shall be required for Supplier's exercise of such right.

GENERAL PROVISIONS

16. This Agreement does not authorize Tester to use Supplier's names or trademarks or the fact of the beta test for any publicity or marketing or other activities.
17. Tester acknowledges that Supplier has no obligation to make the Product available as a standard Supplier product. Neither Tester nor Supplier has any obligation to purchase anything under this Agreement. No agency, partnership, joint venture, or other joint relationship is created by this Agreement. Supplier may enter into the same or similar Agreements with others.
18. This document is a complete statement of the agreement between the parties, and any change or addition to this Agreement must be in a writing signed by Tester and Supplier.
19. The substantive law of the State of Montana shall govern this Agreement.
20. This Agreement is effective as of the date set forth below and will terminate two (2) years after such date.
21. This Agreement and the license granted hereunder may not be assigned, sub-licensed, or otherwise transferred by Tester without the prior written consent of Supplier.

Example Only

SO AGREED on the date set forth below between NativeWinds LLC and Tester:

Tester Signature

Date

Tester (type or print name of company or individual)

If Tester is a company: type or print name and title of person signing this beta test agreement

Street Address

City, State Zip

Email Address (type or print only please!)

Phone (please include area code)

Please sign and return completed form (the last two pages only) to:

NativeWinds LLC
1448 Mt Hwy 2 West
Whitehall, MT 59759 USA

***NOTE:**

Completing this NativeWinds Beta Agreement does not guarantee acceptance into the NativeWinds Beta Program.

Beta Test Agreements must be signed and returned via United States Postal Mail to be considered valid!