

TESTING PROGRAM AGREEMENT

THIS TESTING PROGRAM AGREEMENT, (the "Agreement") is made and entered into as of this _____ day of _____, in the year _____ (the "Effective Date"), and is by and between: _____, a corporation of the State of _____ / an individual, having an address or principal place of business at _____ (hereinafter referred to as "**TESTER**"),

and

ERIN GERITH DOTY, an individual having a place of residence at 1890 Limehouse St., Carmel, IN 46032 (hereinafter referred to as "**INVENTOR**");

Each herein also referred to individually as a "Party", and collectively as the "Parties";

WITNESSETH:

WHEREAS, TESTER will participate in the "TESTING PROGRAM" for Research and Development ("R&D") purposes, without compensation, utilizing experimental products and services made available at reduced pricing and provided with no guarantees or warranties, express or implied, or any other material benefit to TESTER;

WHEREAS, TESTER will have access to, both verbally and in writing, confidential and proprietary business information, contacts, processes, hardware and software; referred collectively herein as "**CONFIDENTIAL INFORMATION**";

NOW, THEREFORE, in consideration of the disclosure of **CONFIDENTIAL INFORMATION** as contemplated and addressed herein, **INVENTOR AND TESTER**, hereby agree as follows:

1. **CONFIDENTIAL INFORMATION**: The **CONFIDENTIAL INFORMATION** shared between **INVENTOR** and **TESTER** is for R&D purposes as part of the **TESTING PROGRAM**. **CONFIDENTIAL INFORMATION** shall, to the extent possible, be in a document(s) bearing the designation "CONFIDENTIAL" or words of similar import, and any **CONFIDENTIAL INFORMATION** disclosed orally shall be confirmed in writing by **TESTER** to **INVENTOR** as soon as practicable after such disclosure. Notwithstanding the foregoing, failure to so mark or identify and confirm such designation in writing shall not preclude disclosed information from being deemed **CONFIDENTIAL INFORMATION** hereunder if **TESTER** knew or reasonably should have known that it was the type of information which is or should be considered **CONFIDENTIAL INFORMATION**, it being the intention of the Parties that all information disclosed in connection with the Purpose shall be considered confidential and subject to the protection of this Agreement subject only to exceptions authorized by **INVENTOR** in writing. Any use whatsoever of the **CONFIDENTIAL INFORMATION** and any information relating thereto is strictly prohibited unless authorized in writing by **INVENTOR**.

2. **TESTING TERM**: **CONFIDENTIAL INFORMATION** made hereunder shall occur within three (3) years subsequent to the Effective Date (the "Testing Term").

3. **JURISDICTION**: The Agreement hereunder shall be governed as to its validity, interpretation, and effect by the laws of the State of Indiana, without regard to choice of law principles, and the Parties hereby submit to the jurisdiction and venue of the courts (Federal or State, as appropriate) found in Hamilton County in the State of Indiana with respect to any and all disputes concerning the subject matter

of this Agreement. The prevailing Party in any such dispute shall be entitled to a reasonable award of costs and attorney fees.

4. **ENFORCABILITY:** In the event that any portion of this Agreement may be held to be invalid or unenforceable for any reason, it is hereby agreed that said invalidity or unenforceability shall not affect the other portions of this Agreement and that the remaining terms and conditions or portions thereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision so as to make it valid, reasonable and enforceable. Words in any gender shall include the other gender.

5. **NO GUARANTEE:** Neither this Agreement nor the providing of confidential or proprietary information shall extend any guarantees or warranties, express or implied, to a receiving Party, whether or not meeting the definition of CONFIDENTIAL INFORMATION as provided herein.

6. **ENTIRETY:** This Agreement constitutes the entire understanding of the Parties with regard to the subject matter hereof and may not be modified, supplemented or rescinded except by an agreement in writing signed by the Parties hereto. This Agreement shall not be assignable (by operation of law or otherwise) by either Party without the prior written consent of the other Party; provided, however, that TESTER or INVENTOR shall have the right to assign this Agreement to another entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Party (an "Affiliate"); or to an acquiring third party which acquires greater than 51% of the total assets of either Party.

7. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument and to the extent signed and delivered by means of a facsimile machine or pdf or other electronic transmission, shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version hereof delivered in person.

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed and to be effective as of the date first set forth above. The person, who is signing this Agreement on behalf of INVENTOR and TESTER, warrants that he/she has the authority to execute, deliver and bind, respectively, the INVENTOR and the TESTER to the terms of this Agreement.

FOR TESTER:

By: _____

Title: _____

Date: _____

FOR INVENTOR:

By: _____

Title: _____

Date: _____