FLY Learning Technology Beta Tester Agreement

This Beta Test Agreement ("Agreement") is made and effective this _____ (Date) by and between FLY Learning Technology, LLC. ("Developer") and _____ ("Recipient").

Developer is the owner of a prototype product identified as _FLY_ ("Product") that it desires to have tested by a prospective user in what is commonly referred to as a "Beta Test".

The Product contains valuable, confidential, trade secret information owned by Developer.

The Recipient desires to test and evaluate the Product's suitability for use in its business.

Therefore, in consideration of the promises set forth herein, the parties agree as follows:

1. Arrangement.

   Developer agrees to provide to the Recipient the Product, and Recipient accepts the Product, subject to the terms of this Agreement. Recipient agrees to test and evaluate the Product as provided herein, report to Developer with respect to the usefulness and functionality of Product, and return the Product to Developer at the conclusion of the Beta Test, all pursuant to this Agreement.

2. Non-Disclosure.

   A.   Recipient acknowledges and agrees that in providing the Product, Developer may disclose to Recipient certain confidential, proprietary trade secret information of Developer (the "Confidential Information"). Confidential Information may include, but is not limited to, the Product, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information, and business plans. During this Agreement and for a period of _____ thereafter, Recipient agrees that it will not, without the express prior written consent of Developer, disclose any Confidential Information or any part thereof to any third party, except to the extent that such Confidential Information: a) is or becomes generally available to the public through

no fault of Recipient; b) is rightfully received by Recipient from a third party without limitation as to its use; or c) is independently developed by Recipient. At the termination of this Agreement, Recipient will return the Product and all other Confidential Information to Developer.

B. Recipient also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile, reverse engineer, or otherwise tamper with the Product or any firmware, circuit board or software provided therewith.

3. License.

Recipient acknowledges that Recipients shall have only a limited, non-exclusive, nontransferable license to use the Product for a period not to exceed _____ days. Recipient acknowledges and agrees that it will not use the Product for any purpose that is illegal. Because the Product is a "Beta Test" version only and is not error or bug free, Recipient agrees that it will use the Product carefully and will not use it in any way that might result in any loss of its or any third party's property or information.

4. Report.

Recipient shall report to Developer, as soon as practical, any perceived defect in the Product and, following the discovery of any material defect, shall terminate its use of the Product. At the conclusion of the Beta Test, Recipient shall provide to Developer an evaluation of the Product, including both positive and negative aspects.

5. Termination.

Recipient may terminate this Agreement at any time prior to expiration of the Beta Test by returning the Product including all Confidential Information and copies thereof, to Developer, along with its evaluation report. Developer may terminate this Agreement upon notice to Recipient, subject to Recipient's obligation to return the Product, Confidential Information and all copies thereof. The obligations of Recipient in Section 2 above shall survive the termination of this Agreement. If not earlier terminated, this Agreement shall terminate automatically upon the end of the period set forth in Section 3 and following Recipient's return of the Product and the Confidential Information. Upon termination, Recipient agrees to remove from Recipient's computer any files related to the product.

6. Developer's Warranties.

Developer represents and warrants that it has the requisite right and legal authority to grant the license and provide the Product and the Confidential Information as contemplated by this Agreement.

DEVELOPER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT OR ANY OTHER CONFIDENTIAL INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY ABOVE, AND RECIPIENT'S SOLE REMEDY, SHALL BE THAT DEVELOPER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY, INCLUDING REASONABLE ATTORNEYS'FEES.

7. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to the Recipient: _____.

If to the Developer: __FLY Learning Technology, LLC. 1807 E 26th Rd., Marquette, NE 68854_____.

8. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

9. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

10. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability.

   If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

_____

Recipient   Date

Recipient's Email:_____

_____

Developer   Date

Developer's Email:_____