Beta and Usability Test Non-Disclosure Agreement

This Confidentiality Agreement (the "Agreement") is made effective this _____ day of _____, 2015 (the "Effective Date"), between A Bridge Solution, a Tennessee company, with offices located at 7001 Red Apple Road, Cane Ridge, TN ("A Bridge Solution") and _____, with an address of _____ _____("You").

THIS IS A LEGAL AGREEMENT BETWEEN YOU (PERSONALLY AND/OR AS AN AUTHORIZED REPRESENTATIVE OF YOUR EMPLOYER OR A LEGAL ENTITY) ("PARTICIPANT") AND WARDROBETOOLS/A BRIDGE SOLUTION AND ITS AFFILIATED ENTITIES ("WARDROBETOOLS/A BRIDGE SOLUTION"). WARDROBETOOLS/A BRIDGE SOLUTION AGREES TO LICENSE THE PRE-RELEASE SOFTWARE TO PARTICIPANT ONLY IF PARTICIPANT ACCEPTS ALL THE TERMS AND CONDITIONS CONTAINED IN THIS PRE-RELEASE LICENSE AGREEMENT ("PRE-RELEASE AGREEMENT"). BY CLICKING THE "I ACCEPT" BUTTON BELOW OR INDICATING ASSENT ELECTRONICALLY OR LOADING THE PRE-RELEASE SOFTWARE OR OTHERWISE USING THE PRE-RELEASE SOFTWARE, PARTICIPANT CONSENTS TO BE BOUND BY THIS PRE-RELEASE AGREEMENT. EACH TIME PARTICIPANT ACCESSES PRE-RELEASE SOFTWARE, PARTICIPANT ACCEPTS, ON EACH SUCH OCCASION, THE TERMS AND CONDITIONS OF THIS PRE-RELEASE AGREEMENT. IF PARTICIPANT DOES NOT ACCEPT THE TERMS AND CONDITIONS OF THIS PRE-RELEASE AGREEMENT THEN CLICK THE "I DO NOT ACCEPT" BUTTON BELOW OR INDICATE REFUSAL ELECTRONICALLY OR RETURN THE PRE-RELEASE SOFTWARE TO WARDROBETOOLS/A BRIDGE SOLUTION AND DO NOT LOAD OR USE THE PRE-RELEASE SOFTWARE.

This Pre-Release Agreement is effective as of the date it is accepted by Participant ("Effective Date") and sets forth the general terms and conditions under which WARDROBETOOLS/A BRIDGE SOLUTION may, from time-to-time, provide to Participant the WARDROBETOOLS/A BRIDGE SOLUTION software ("Pre-Release Software") accompanying this Agreement or as otherwise identified on the applicable schedule to this Agreement ("Schedule").

1. GRANT OF LICENSE. WARDROBETOOLS/A BRIDGE SOLUTION hereby grants to Participant a nonexclusive, nontransferable, nonsublicensable license to use a binary copy of the Pre-Release Software solely for Participant's internal, non-commercial testing and evaluation purposes or as may be further described in a Schedule and in accordance with the terms and conditions of this Pre-Release Agreement (the "Purpose"). If specified in an applicable Schedule, Participant may use the Pre-Release Software on a limited basis in a production environment, but only to the extent necessary to complete its testing and evaluation of the Pre-Release Software, and provided that such use is only for internal, non-commercial purposes. Participant may make one copy of the Pre-Release Software for backup and archival purposes or as specified on the applicable Schedule. Participant may not otherwise copy the Pre-Release Software.

2. TESTING. Participant will test and evaluate the Pre-Release Software. In addition, Participant will promptly report to WARDROBETOOLS/A BRIDGE SOLUTION any problems or defects encountered in the Pre-Release Software.

3. TERM AND TERMINATION. During the term of the Pre-Release Agreement, Participant will have the right to use the Pre-Release Software for the Purpose until: (i) ninety (90) days from the Effective Date, (ii) the expiration date specified in an executed Schedule, or (iii) the termination of the Pre-Release Agreement or the applicable Schedule as set forth below ("Test Period"). Either party may terminate this Agreement or an applicable Schedule at any time upon advanced written noticed to the other party. Upon expiration or termination of this Pre-Release Agreement or the applicable Schedule, Participant will immediately cease all usage of the Pre-Release Software and destroy and erase from computer memory the Pre-Release Software together with all copies, modifications and merged portions in any form. If requested by WARDROBETOOLS/A BRIDGE SOLUTION, Participant will certify in writing within three (3) days of the request that Participant has complied with the terms of this provision. THE PRE-RELEASE SOFTWARE MAY CONTAIN CODE THAT WILL DISABLE THE PRE-RELEASE SOFTWARE UPON EXPIRATION OF THE TEST PERIOD.

4. INSTALLATION AND USE. Participant may install the Pre-Release Software onto the number of computers solely as specified in the applicable Schedule or as otherwise necessary to use the Pre-Release Software in accordance with this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS. WARDROBETOOLS/A BRIDGE SOLUTION and/or its licensors shall retain all right, title and interest in the Pre-Release Software, including without limitation, any and all copies, improvements, enhancements, modifications and derivative works thereof. Participant does not acquire any rights, express or implied, in the Pre-Release Software, other than those specified in this Pre-Release Agreement. Participant shall reproduce all titles, trademarks, copyright, and restricted rights notices contained in the original Pre-Release Software in any copies made, and all such copies shall be subject to the terms and conditions of this Pre-Release Agreement.

6. OTHER PRE-RELEASE AGREEMENT RESTRICTIONS. Participant agrees not to cause or permit the (i) reverse engineering, disassembly, decompilation or other attempt (a) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in, or (b) to derive the source code of the underlying ideas, algorithms, structure or organization from the Pre-Release Software, except to the extent required by law; (ii) distribution, use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Pre-Release Software or documentation thereto ("Documentation"), except as expressly provided in this Pre-Release Agreement; (iii)creation of any derivative works based on the Pre-Release Software or Documentation; (iv) use of the Pre-Release Software or Documentation by or on behalf of any party other than Participant. In addition, if applicable, Participant may only use the Pre-Release Software on a device that is the designated system (as specified in the Schedule) to which such Pre-Release Software is licensed.

7. FEEDBACK. Any comments or suggestions provided by Participant regarding the Pre-Release Software (the "Feedback") shall be deemed non-confidential to Participant. By providing such Feedback, Participant grants to WARDROBETOOLS/A BRIDGE SOLUTION, under Participant's intellectual property rights, a worldwide, royalty-free, irrevocable and non-exclusive license, with the right to sublicense to WARDROBETOOLS/A BRIDGE SOLUTION's licensees and customers, to use and disclose the Feedback in any manner WARDROBETOOLS/A BRIDGE SOLUTION chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of WARDROBETOOLS/A BRIDGE SOLUTION's and its sublicensee's products embodying such Feedback in any manner and via any media WARDROBETOOLS/A BRIDGE SOLUTION or its sublicensees choose, without reference or obligation to Participant. Participant will not give WARDROBETOOLS/A BRIDGE SOLUTION any Feedback (i) that Participant has reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) subject to license terms that seek to require any WARDROBETOOLS/A BRIDGE SOLUTION product incorporating or derived from any Feedback, or other WARDROBETOOLS/A BRIDGE SOLUTION intellectual property, to be licensed to or otherwise shared with any third party. Unless otherwise set forth in the applicable exhibit or authorized by Participant in writing, WARDROBETOOLS/A BRIDGE SOLUTION shall not use or reference Participant's name in its public use of such Feedback.

8. CONFIDENTIAL INFORMATION. The Pre-Release Software, Documentation, Pre-Release Software-related information and any other proprietary technology or know how provided to Participant by WARDROBETOOLS/A BRIDGE SOLUTION under this Pre-Release Agreement is the confidential information of WARDROBETOOLS/A BRIDGE SOLUTION ("Confidential Information"). Participant will hold all Confidential Information in confidence for a period of five (5) years from the date of termination or expiration of this Pre-Release Agreement. Participant will use the Confidential Information only as expressly authorized in this Pre-Release Agreement and Participant will protect the Confidential Information by using the same degree of care as Participant would use to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, from the unauthorized use, dissemination or publication of the Confidential Information. Participant is not obligated with respect to Confidential Information that Participant can prove: (a) is or becomes a matter of public knowledge through no fault of Participant; (b) is rightfully received by Participant from a third party without a duty of confidentiality; (c) is independently developed by Participant (excluding the Feedback) without use or reference to the Confidential Information; (d) is disclosed under operation of law or (e) is disclosed by Participant with WARDROBETOOLS/A BRIDGE SOLUTION's prior written consent. Unauthorized use or disclosure of Confidential Information may cause WARDROBETOOLS/A BRIDGE SOLUTION irreparable harm; therefore,

WARDROBETOOLS/A BRIDGE SOLUTION will have the right to enforce this agreement and any of its provisions by injunctive or other equitable relief.

9. NO OBLIGATION. WARDROBETOOLS/A BRIDGE SOLUTION is under no obligation to provide technical support for the Pre-Release Software; however, WARDROBETOOLS/A BRIDGE SOLUTION may at its sole discretion elect to provide certain support for the Pre-Release Software. Any updates or support deliverables provided by WARDROBETOOLS/A BRIDGE SOLUTION are included in the definition of "Pre-Release Software" for purposes of this Pre-Release Agreement. WARDROBETOOLS/A BRIDGE SOLUTION is under no obligation to develop, maintain or market the Pre-Release Software or to release production or general availability versions. Future versions of the Pre-Release Software, if any, may not be compatible with the current evaluation release of the Pre-Release Software.

10. DISCLAIMERS OF WARRANTY. PARTICIPANT ACKNOWLEDGES THAT THE PRE-RELEASE SOFTWARE IS EXPERIMENTAL IN NATURE AND IS PROVIDED TO PARTICIPANT ON AN "AS IS" BASIS.   WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WARDROBETOOLS/A BRIDGE SOLUTION
AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES REGARDING THE PRE-RELEASE SOFTWARE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT TO LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

11. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY SHALL WARDROBETOOLS/A BRIDGE SOLUTION OR ITS SUPPLIERS BE LIABLE TO PARTICIPANT FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS PRE-RELEASE AGREEMENT, EVEN IF WARDROBETOOLS/A BRIDGE SOLUTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. INDEMNIFICATION. Participant agrees to defend, indemnify and hold harmless WARDROBETOOLS/A BRIDGE SOLUTION from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of Participant's use of the Pre-Release Software or breach of any provision of this Pre-Release Agreement. WARDROBETOOLS/A BRIDGE SOLUTION reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Participant. Participant will provide reasonable cooperation in the defense of any claim.

13. SURVIVING TERMS AND CONDITIONS. Section 5 ("Intellectual Property Rights"), 6 ("Other Pre-Release Agreement Restrictions"), 8 ("Confidential Information"), 9 ("No Obligation"), 10 ("Disclaimer of Warranties"), 11 ("Limitation of Liability"), 12 ("Indemnification"), 16 ("General Terms") and 13 ("Surviving Terms and Conditions") will survive expiration or termination of this Pre-Release Agreement.

14. GOVERNMENT RESTRICTED RIGHTS. The Pre-Release Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Pre-Release Software and accompanying documentation by the U.S. Government shall be governed solely by the terms of this Pre-Release Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Pre-Release Agreement. Participant must affix the following legend to each copy of the Pre-Release Software: "Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and the terms of this Pre-Release Agreement. Contact WARDROBETOOLS/A BRIDGE SOLUTION, 7001 Red Apple Road, Cane Ridge, Tennessee 37013, U.S.A."

15. EXPORT COMPLIANCE. The Pre-Release Software may be controlled under the United States Export Administration Regulations ("EAR") and may be subject to the approval of the United States Department of Commerce prior to export or re-export. Any export or re-export, directly or indirectly, in contravention of the EAR, or any other applicable national

law, regulation, or order, is prohibited, including but not limited to the laws of members of the European Union and Singapore. The Pre-Release Software is prohibited for export or re-export to Cuba, Iran, North Korea, Sudan, and Syria and to any country or its nationals subject to embargo or sanction, or to any entity or person for which an export license is required per US and other national restricted party lists. Use or facilitation of the Pre-Release Software in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons is prohibited, in accordance with U.S. law.

16. GENERAL TERMS. This is the entire agreement between Participant and WARDROBETOOLS/A BRIDGE SOLUTION and supersedes any terms of any other agreement that may be included with the Pre-Release Software, including any shrink-wrap or click wrap. This Pre-Release Agreement will be governed by and construed under the laws of the State of Tennessee, without giving effect to such state's conflict of laws principles. Any legal action or proceeding related to this Pre-Release Agreement shall be instituted in a state or federal court in Davidson County, Tennessee. WARDROBETOOLS/A BRIDGE SOLUTION and Participant agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding. WARDROBETOOLS/A BRIDGE SOLUTION shall have the right to verify Participant's compliance with its obligations under this Agreement by performing a reasonable review of Participant's applicable business records and the Participant's use of the Pre-Release Software within Participant's computing environment. If any provision of this Pre-Release Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Pre-Release Agreement. No amendment to this Pre-Release Agreement will be binding unless evidenced by a writing signed by an authorized representative of the party against whom it is sought to be enforced. No waiver by either WARDROBETOOLS/A BRIDGE SOLUTION or Participant of any breach or default under this Pre-Release Agreement shall be deemed to be a waiver of any other breach or default under this Pre-Release Agreement. Participant may not assign this Pre-Release Agreement, in whole or in part and whether by operation of contract, law or otherwise, without the prior express written consent of WARDROBETOOLS/A BRIDGE SOLUTION. A change of control in the ownership of Participant shall constitute an assignment.

IN WITNESS WHEREOF, You have executed this instrument effective as of the date indicated above.

_____

Name of Company♦ ("You")

By: _____

     Authorized Signature

Name: _____

Title (if applicable): _____

Date: _____

♦ If you are signing this NDA as a representative of a company, please include the company's name

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