

# Beta Test Agreement

## WHEREAS

- A. Wondershare has developed a particular Software program called PDFelement 9 , including modifications , enhancements , improvements , updates , additions , derivative works , documentation and related material ("Software").
- B. Wondershare desires that the Software be tested prior to general release.
- C. Licensee wishes to serve as a Beta test site for such Software;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:

- 1 Wondershare grants to Licensee a non-exclusive, non-transferable license to use the Software on a single computer at Licensee's domicile solely for Beta testing and Beta use for a specific period of time from the effective date of this agreement to 15 days after official release date of the Software, subject to the terms and conditions below. The Licensee must cease using and destroy the test software after the license expire unless you pay for the Software to continue using it.
- 2 In consideration for receiving a copy of the Software for testing, Licensee agrees to serve as a "Beta Site" for the Software and will notify Wondershare of all problems and ideas for enhancements which come to Licensee's mind during software testing period, and hereby agrees to assign to Wondershare all right, title and interest to such enhancements and all property rights therein including without limitation of all patent, copyright , trade secret , mask work , trademark , moral right or other intellectual property rights.
- 3 Licensee agrees that Software is the sole property of Wondershare and may contain valuable trade secrets of Wondershare. Licensee agrees to treat Software as confidential and will not without the express written authorization of Wondershare:
  - 3.1 Demonstrate , copy , distribute , sell or market Software to any third party; or

- 3.2 Publish or otherwise disclose information relating to performance or quality of the Software to any third party; or
  - 3.3 Modify, reuse, disassemble, decompile, reverse engineer or otherwise translate Software or any portion thereof.
  - 3.4 Use Software for competitive analysis or commercial, professional, or other for-profit purpose.
- 4 Software is prerelease version and is not at the level of performance or compatibility of a final, generally available product offering. Software is likely not to operate correctly and may be substantially modified prior to first commercial shipment, or withdrawn. Software is provided "AS IS" without express or implied warranty of any kind. The entire risk arising out of the use or performance of Software remains with Licensee. In no event shall Wondershare be liable for any damage whatsoever arising out of the use of or inability to use Software, even if Wondershare has been advised of the possibility of such damages.
- 5 The Licensee upon completion of the Beta test agrees to provide material, statistics, or information that is not deemed confidential to Licensee's business for use in press releases, customer testimonials, and as a reference in marketing and sales initiatives by Wondershare free of charge. Licensee will provide a quote to Wondershare that may be used in a press release.
- 6 This License Agreement shall be governed by and construed in accordance with the terms of the laws of China without giving effect to its rules on conflicts of law. Any dispute arising from or in connection with this Agreement shall be submitted to Shenzhen Court of International Arbitration (SCIA) for arbitration in accordance with its arbitration rules in force at the time of application for arbitration. The arbitration shall proceed in Shenzhen, P.R. China. The arbitral award is final and binding upon both Parties. The arbitration shall be conducted in Chinese.
- 7 This Agreement constitutes the entire and only agreement between the parties for Software test except as otherwise provided and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.
- 8 Licensee shall comply with all applicable federal, state and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement.

- 9 Failure of Wondershare to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.
- 10 If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
- 11 This Agreement, together with the EULA provided on the website “<https://www.wondershare.com/company/end-user-license-agreement.html>” shall constitute an entire agreement between Licensee and Wondershare. If there is any conflict between both, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.