

# T.O.V.A. 9 Beta Testing Agreement

Thank you for becoming a T.O.V.A. beta tester! Please read this agreement in full, sign it, and return it to us by email, fax, or letter.

### Introduction to beta testing

Complex software is never free of defects; it's just not possible to test every function of software on every model of computer with every possible configuration. We reduce the number of defects, or "bugs", by putting our software through a quality assurance process that minimizes the number of issues in the quickest possible time. Usually, this starts with internal testing in the company, called alpha testing. The T.O.V.A. has gone through this process and The TOVA Company's development staff continues to test regularly.

Once the software has been alpha-tested thoroughly enough that we believe it's ready for external users, the software finally enters **beta testing**. We believe this latest version of the T.O.V.A. software is now ready to be used in the field by our **beta testers**.

During the **beta test period**, the beta tester agrees to make sure that issues and suggestions are reported back to the T.O.V.A. developers. Over time, our developers may fix issues that arise, and beta testers should upgrade to the newer beta version. After enough time, when beta testers find fewer and fewer issues, we may release the software publicly. At this point, beta testers upgrade to the released software, and beta testing ends.

## Why should you be a beta tester?

There are many reasons to participate:

- You get early access to the latest T.O.V.A. features.
- You have the first say in how we fix and improve the T.O.V.A. before release.
- We'll give you two free test credits for signing up as a beta tester, and then for every two test
  credits you use during the beta testing program, we'll give you one for free. We will send out
  the free test credits at the end of the beta program.

#### What does it mean to be a beta tester?

First and foremost, your goal as a beta tester is to use the T.O.V.A. and inform us of any issues that you find. Your second goal is to find user interface problems, suggest changes, and give us your feedback on the performance and operation of all aspects of the T.O.V.A. We've made both of these tasks very

easy by including a **Tech Support** feature that allows you to quickly send us your issues or thoughts over the internet.

#### Beta timeline

The T.O.V.A. beta test officially begins when you agree to beta testing and update the T.O.V.A. software. When The TOVA Company ends the beta, we will contact you via the T.O.V.A. application and email. At the end of beta testing, or at any time that you wish to end your participation, we will help you convert your T.O.V.A. to the current release version.

#### T.O.V.A. flash drive

One of our best new tools for diagnosing problems is our T.O.V.A. flash drive. **Please keep the flash drive plugged into your computer**, especially while testing in the Precision Test Environment (PTE). If you encounter any problems, the flash drive should record them.

### Beta User Agreement

Please read this section carefully. By participating in this beta test program, you agree to the following:

- The T.O.V.A. is being provided to you as-is, and we make no guarantee or warranty on how the T.O.V.A. operates or what results it produces.
- Knowing you should never rely on any one tool alone for diagnosis or treatment monitoring of attention disorders, you must be especially cautious with the beta version of the T.O.V.A. As beta software, we cannot be certain what minor or major defects will be in the software, and you must factor this into your clinical judgment.
- All individuals who administer or use your beta version of the software will be bound to this user agreement. Any exceptions must be requested and explicitly granted by The TOVA Company.
- You must use the T.O.V.A. on computers that match system requirements of the beta software.
- You should keep your T.O.V.A. computer connected to the internet whenever you use the T.O.V.A. beta software.
- Technical computer information will be automatically uploaded to us, from time to time, while you use the T.O.V.A. Please let us know if your internet provider has specific usage limitations.
- You give us permission to securely and automatically back up T.O.V.A. test results to The TOVA
  Company servers. This lets us review session data to be sure the test environment is working
  as designed.
- When there is a beta software update available, you will update all of your T.O.V.A. installations as soon as you are able.
- You will contact us as soon as possible by (in preferential order) the T.O.V.A.'s Technical or Clinical Support feature, email, or phone when an issue arises that you think may be a defect in the T.O.V.A. test. We're happy to hear from you even if it turns out not to be a defect, so please don't hesitate to contact us.

- Although we doubt this will happen, at any time during the beta testing we may ask you to stop
  administering T.O.V.A. tests until a critical issue has been fixed. You agree that you will stop
  administering T.O.V.A. tests until the issue has been fixed and you are informed you can begin
  administering the T.O.V.A. again. In the event that a critical issue can't be quickly fixed, we can
  help you convert your T.O.V.A. back to the current release version.
- Rarely, we may ask you to reprint or re-export reports of tests you have administered. You agree
  that you will go back and, in a reasonable amount of time, reprint or re-export the corrected
  reports.
- You may end your participation in the beta program at any time and for any reason by contacting
  us via phone or email. We will help you return your T.O.V.A. software to the current release
  version, your participation in the beta testing program will be over, and you will no longer receive
  free test credits.
- We may end the beta program, or your participation in the beta program, at any time and for any
  reason by contacting you by mail, phone, email, or software notification. Once the program or
  your participation in the program is over, you will convert to the current release version of
  T.O.V.A.

In addition, we strongly encourage but do not require you to send in your thoughts, compliments, complaints (especially your complaints!), and all suggestions that you have, as soon as you are able. The more feedback, the better. Even a trivial suggestion could make huge improvements in everyone's T.O.V.A. experience, so don't hesitate to let us know.

Thank you. We're excited to work with you and look forward to your thoughts and feedback.

Please sign to indicate that you have read and understood this agreement, especially the section titled "Beta User Agreement", and that you agree to these terms and conditions for your individual and/or organizational use of the T.O.V.A. Please email a scanned version to <a href="mailto:support@tovatest.com">support@tovatest.com</a>.

Signature:	
Name:	
Date:	
Title:	
Organization:	

## **Contact Information**

It's critically important that we're able to reach you efficiently. Please update your contact information.

T.O.V.A. Serial	Number(s):				
Main Contact					
Name:					
Title:					
Organization:					
Email:					
Phone:					
Address:					
Secondary Contact (e.g., IT or support staff)					
Name:					
Title:					
Organization:					
Email:					
Phone:					
Address:					