

Home Financial Modeler – Beta Participation Agreement

INTRODUCTION

The following Beta Participation Agreement (the “Agreement”) is a binding contract between you (the “Licensee”) and Pinnacle Paradigms Inc. (“The Company” “our” “we”). The Company has developed the Home Financial Modeler product (the “Product”) including modifications, enhancements, improvements, updates, additions, derivative works, documentation and related material (“Software”). The Company desires that the Software be tested prior to general release. The 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 The Company grants to Licensee a non-exclusive, non-transferable license to use the Software, at the level of Professional Product Type, on a single mobile device solely for Beta testing and Beta use from the effective date of the agreement for a period ending as stated on The Company website, subject to the terms and conditions below.
- 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 The Company of all problems and ideas for enhancements which come to Licensee's attention during the period of this Agreement, and hereby assigns to The Company all right, title and interest to such enhancements and all property rights therein including without limitation 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 The Company until it is officially released and includes valuable trade secrets of The Company. Licensee agrees to treat Software as confidential and will not without the express written authorization of The Company:
 - 3.1 Copy, 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.
- 4 Software is pre-release code and is not at the level of performance or compatibility of a final, generally available product offering. Software may not operate correctly and may be substantially modified prior to first commercial shipment, or withdrawn. Software is provided "AS IS" without warranty of any kind. The entire risk arising out of the use or performance of Software remains with Licensee. In no event shall The Company be liable for any damage whatsoever arising out of the use of or inability to use Software, even if The Company has been advised of the possibility of such damages.
- 5 The Licensee agrees to provide The Company feedback at least once per every 15 calendar days, starting from when the current Beta Test Program begins. Feedback will be provided via a Beta Test Feedback Form contained within the Product.
- 6 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 The Company. Licensee will provide a quote to The Company that may be used in a press release.

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- 7 At the conclusion of the Beta test period, the Licensee's Product features and capability will return to the Product Level purchased by the Licensee immediately prior to their participation in the Beta Test.
- 8 The Company at any time may terminate the Licensee's participation in the Beta Test, or the entire Beta Test. If The Company terminates the Licensee's participation or the entire Beta Test, we will make reasonable effort to notify you of the termination via the email address you provide.
- 9 The Company will not send notification if the Beta Test comes to conclusion by reaching the end date stated on The Company website.
- 10 This Agreement shall be governed, construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any principles of conflicts of laws, and notwithstanding your domicile, residence or physical location.
- 11 This Agreement constitutes the entire and only agreement between the parties for Software 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.
- 12 Licensee shall comply with all applicable federal, provincial and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement.
- 13 Failure of The Company 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.
- 14 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.