

BETA EVALUATION AGREEMENT

FINITI MEDIA, LLC ("PROJEXOR") IS ONLY WILLING TO LICENSE THE WEB APPLICATION PURSUANT TO THIS BETA EVALUATION AGREEMENT ("AGREEMENT"). READ THIS AGREEMENT CAREFULLY BEFORE USING THE APPLICATION. BY ACCESSING OR OTHERWISE USING THE APPLICATION, YOU ACKNOWLEDGE AND AGREE ON BEHALF OF YOURSELF ("EVALUATOR") TO BE BOUND TO THIS AGREEMENT AND THAT EVALUATOR ACKNOWLEDGES THAT THIS AGREEMENT CREATES A LEGALLY ENFORCEABLE CONTRACT AND CONSTITUTES ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS AGREEMENT WITHOUT MODIFICATION. IF YOU DO NOT AGREE TO THE FOREGOING TERMS AND CONDITIONS, DO NOT USE THE APPLICATION.

1. APPLICATION

1.1 Application. Subject to the terms and conditions of this Agreement, Projexor shall provide Evaluator with the Projexor's web application (the "App") for use during the Evaluation Period (as defined below).

1.2 License Grant. Subject to the terms and conditions of this Agreement, Projexor grants Evaluator a limited, nonexclusive, nontransferable, and revocable license during the Evaluation Period to access and use the App solely for Evaluator's personal use in connection with Evaluator's evaluation of the App. All rights not expressly granted to Evaluator are reserved by Projexor and its licensors.

2. EVALUATOR RESPONSIBILITIES

2.1 Evaluator Content. Evaluator acknowledges and agrees that certain features of the App may enable Evaluator and third parties to upload or make available through the App certain information and content ("Evaluator Content"). Evaluator hereby grants Projexor a non-exclusive, worldwide license to display, modify, distribute, perform and reproduce such Evaluator Content for the purpose of making it available to Evaluator through the App. Projexor is not obligated to back up any Evaluator Content, and Evaluator expressly agrees that Projexor shall not be responsible for any accuracy, damage, deletion or destruction of Evaluator Content.

2.2 Third Party Content. In order to make full use of the App, Evaluator acknowledges and agrees that it may need to provide Projexor with certain data and information provided by third parties ("Third Party Content"). Evaluator shall be solely responsible for ensuring it has all necessary rights to such Third Party Content in order to make such Third Party Content available to Projexor for use in connection with Projexor's provision of App to Evaluator. Evaluator shall defend, indemnify and hold harmless Projexor for any claims, losses and expenses incurred by Projexor and arising from any third party claim relating to Projexor's use of the Third Party Content to provide the App to Evaluator. Evaluator shall provide reasonable cooperation and assistance to Projexor to enable Projexor to adequately integrate such Third Party Content into the App. Projexor shall not be liable for any failure to provide the App to Evaluator arising out of Evaluator's failure to provide Projexor sufficient access to Third Party Content.

2.3 Use of App. Evaluator is responsible for all activity occurring under Evaluator's account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Evaluator's use of the App. Evaluator shall notify Projexor immediately of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the App. Unless otherwise authorized by Projexor, use of the App by Evaluator in a production environment is prohibited.

2.4 Feedback. During the Evaluation Period, Evaluator agrees to use good faith efforts to provide regular suggestions, ideas, enhancement requests, feedback, recommendations or other information ("Feedback") for improvement of the App.

3. CONFIDENTIALITY. Except as expressly provided in this Agreement, each party shall not possess, access, use or disclose any of the other party's Confidential Information except to perform its obligations or exercise its rights under the Agreement. Each party shall use reasonable care to protect the other party's Confidential Information, but in no event less care than it employs in protecting its own Confidential Information. Each party shall be responsible for any breach of confidentiality by its employees and contractors. Promptly after any termination of this Agreement (or at the disclosing party's request at any other time), each party shall return or destroy all of the other party's tangible Confidential Information. The restrictions herein will not prevent either party from complying with any law, regulation, court order or other legal requirement that purports to compel disclosure of any Confidential Information; provided that such party promptly notifies the disclosing party upon learning of any such legal requirement, and cooperates with the disclosing party in the exercise of its right to protect the confidentiality of the Confidential Information before any tribunal or governmental agency. "Confidential Information" means all financial, business or technical information that is disclosed by or for a party in relation to this Agreement (including all copies and derivatives thereof) and which are marked or otherwise identified as proprietary or confidential at the time of disclosure, or which by their nature would be understood by a reasonable person to be proprietary or confidential but not including any information that a receiving party can demonstrate is provided by a third party without breach of any obligation to the disclosing party, is generally available to the public without breach of this Agreement or is independently developed by it without reliance on such information. All benchmarking and performance information relating to the App shall be Projexor's Confidential Information.

4. PROPRIETARY RIGHTS

4.1 Limitations on Use. Evaluator shall not (a) modify, reverse engineer, decompile, or disassemble the App, or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization) from the App (except and only to the extent these restrictions are expressly prohibited by applicable statutory law); (b) encumber, lease, rent, timeshare, loan, sublicense, transfer or distribute any App; (c) copy, adapt, merge, create derivative works of, translate, localize, port or otherwise modify the App; (d) use the App, or allow the transfer, transmission, export or re-export of all or any part of the App, in violation of any export control laws or regulations of the United States or any other relevant jurisdiction; or (e) permit any third party to engage in any of the foregoing proscribed acts.

4.2 Intellectual Property Ownership. As between the parties, Projexor owns and retains all rights, title, and interest, including all related Intellectual Property Rights, in the App, and any technology, templates, materials or software used to provide the App. Any Feedback made during the Evaluation Period by Evaluator relating to the App, whether or not influenced or suggested by Evaluator, is the sole property of Projexor. Evaluator hereby assigns and agrees to assign to Projexor any interest it has or may acquire in any Feedback, as well as all Intellectual Property Rights embodied in or related to the foregoing, and will cooperate to perfect or further evidence such assignments. This Agreement does not transfer ownership rights of any kind in the App, or any related materials to the Evaluator or any third party. The Projexor name, the Projexor logo, and the product names associated with the App are trademarks of Projexor or third parties, and no right or license is granted to use them. Evaluator may not use Projexor's name or trademarks without the prior written consent of Projexor. "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name

rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

4.3 Aggregate Data. Evaluator acknowledges and agrees that Projexor may use aggregated and anonymous data based on Evaluator's use of the App, including data on the number of assets managed through the App to produce reports, analyses, data, databases and other similar materials; provided that none of the foregoing specifically identify Evaluator. Any such materials produced using such aggregate data are the sole and exclusive property of Projexor.

5. TERM AND TERMINATION

5.1 Term; Termination. The term of this Agreement shall be for the period that Projexor determines the App is under development (the "Evaluation Period"); and shall end when Projexor determines that the Evaluation Period is over or when the App is generally available to the public, whichever occurs earlier. Either party may terminate this Agreement upon written notice delivered to the other party at any time, for any reason or no reason.

5.2 Rights on Termination. Projexor has and reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized use of the App. On termination, all rights granted to Evaluator under this Agreement shall immediately cease and Evaluator will promptly cease all use of the App. Sections 3, 4, 5.2 and 6-11 will survive termination or expiration of this Agreement.

6. FEES. The App shall be provided during the Evaluation Period at no cost. Each party is responsible for all costs and expenses (including, without limitation, reasonable travel and out-of-pocket expenses) that such party incurs in connection with its performance under this Agreement.

7. DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, PROJEXOR HEREBY DISCLAIMS (FOR ITSELF AND ITS LICENSORS) ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE APP INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. PROJEXOR AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (I) THE USE OF THE APP WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, (II) THE APP WILL MEET REQUIREMENTS OR EXPECTATIONS, OR (III) THE APP OR THE SERVER(S) THAT MAKE THE APP AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS SET FORTH ABOVE, THE APP IS PROVIDED STRICTLY ON AN "AS IS" BASIS.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL PROJEXOR'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED \$100. IN NO EVENT SHALL PROJEXOR AND/OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE APP, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN THE APP, EVEN IF PROJEXOR OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EVALUATOR ACKNOWLEDGES THAT NEITHER PROJEXOR NOR ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES SHALL HAVE ANY LIABILITY TO EVALUATOR FOR ANY CLAIM OR DAMAGES THAT ARISE FROM OR RELATE TO ANY DECISION BASED ON INFORMATION RECEIVED THROUGH THE APP.

9. ASSIGNMENT. Neither party may assign this Agreement to any third party except upon prior written consent, not to be unreasonably withheld. Projexor may assign this Agreement without consent to an acquirer of all or substantially all of its assets or business to which this Agreement relates. Any purported assignment in violation of this section shall be void. Subject to the foregoing, this Agreement and each and all of the provisions hereof bind and benefit the parties and their respective successors and assigns.

10. PUBLICITY. Neither party shall publicly announce the existence of this Agreement, or advertise or release any publicity in regard thereto, without the prior written consent of the other party.

11. MISCELLANEOUS. This Agreement shall be governed by New York law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. This Agreement is intended for the sole benefit of Projexor and Evaluator, and shall not be construed for the benefit of any third party. Projexor shall not be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including any natural cause, act of God or public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage in communications, power or otherwise, or failure to perform by any supplier or other third party. No joint venture, partnership, employment, or agency relationship exists between Evaluator and Projexor as a result of this Agreement. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. Any modification or amendment of this Agreement shall be in writing signed by the parties. This Agreement comprises the entire agreement between Evaluator and Projexor regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter.