

## PILOT PROJECT & BETA USER LICENCE AGREEMENT

Rev 2007 Nov 13

The purpose of this agreement is to affirm the terms and conditions under which iCan, at its sole discretion will provide at no charge to you (User) an evaluation copy of the Smartsettle software (with client and/or server functionality) (the Software) for the purpose of evaluation, beta testing or participation in a research study by User only.

The specific conditions pertaining to this restricted use are as follows:

### 1. Grant of License

iCan grants to User, during the term of this Agreement as specified in Section 2 below, the nontransferable, nonexclusive right to use the Software only for the purposes stated above. The Software may not be used in real-life negotiations except with written permission for each case. This right is subject to the following additional specific agreements and covenants by User concerning the use of the Software:

- User agrees that the Software is to be used only by the User and that User shall not sell or transfer any copies of the Program to third parties;
- User agrees not to disassemble or reverse engineer the Software;
- User agrees to make every reasonable effort to prevent other from making or obtaining copies of any Software in the User's possession;
- User acknowledges that the Software may be a pre-release version with new functionality that is not present in a version of the Software that is already available to the general public. User agrees not to disclose details about such new functionality or discuss the new functionality with anyone that does not have a non-disclosure agreement with iCan;
- User hereby acknowledges iCan's copyright regardless of whether the copyright notice appears on the Software or whether it has been filed with a Government Copyright Office;
- User hereby acknowledges that the Software is protected by US patent #5,495,412 and may be protected by other patents pending.
- User agrees and confirms that it understands that the features, performance and configuration of the Software may change in the future and that iCan has no obligation to continue to support any current version of the Software.

### 2. Term and Termination

(a) User's right to use the Software under this agreement will terminate on written notice of termination of this agreement by iCan or User. iCan shall have the right, at its sole discretion, to terminate this agreement with or without cause upon written notice to User.

(b) Nothing in this agreement shall be deemed to require iCan to make any version of the Software commercially available on any particular date nor does iCan represent or warrant to any such date. Nothing in this agreement shall be deemed to convey to User the rights to use a commercially released version of the Software or components thereof, if or when such are available. Use of such commercial product shall be subject to a separate agreement between iCan and User.

(c) Within thirty (30) calendar days of written notice of termination of the right to use the Software hereunder, User shall certify in writing that the original and all copies made of the Software have been destroyed. In the event that User fails to do so, iCan shall have the right to invoice, terms due upon receipt of iCan's invoice and User shall pay iCan's suggested local retail price for the Software.

### 3. Obligations of User

User agrees to test the Software sufficiently to evaluate the product. Any problems or defects in the Software encountered by User shall be transmitted to iCan either by e-mail, telephone, facsimile, or written communication. User agrees not to discuss flaws in the software with any party other than iCan.

#### 4. Specific Disclaimer of Warranty

USER UNDERSTANDS THAT THE SOFTWARE IS EXPERIMENTAL AND THAT ICAN DOES NOT WARRANT THE PERFORMANCE AND FEATURES OF THE SOFTWARE IN ANY WAY. ALL WARRANTIES REGARDING INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO FITNESS AND MERCHANTABILITY ARE HEREBY DISCLAIMED BY ICAN.

THE SOFTWARE IS ACCEPTED AS IS, AND OWING TO ITS EXPERIMENTAL NATURE, USER IS ADVISED NOT TO RELY ON THE FEATURES OR PERFORMANCE OF THE SOFTWARE FOR ANY REASON. USER AGREES TO USE THE SOFTWARE WITH ALL DUE CAUTION, AND TO TAKE EVERY PRECAUTION TO ENSURE THE INTEGRITY OF DATA, HARDWARE, AND SOFTWARE IN THE SOFTWARE'S OPERATING ENVIRONMENT. USER FURTHER AGREES THAT ICAN SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY KIND CAUSED BY THE SOFTWARE.

#### 5. Support and Updates

(a) iCan shall have no obligation to provide support services of any kind to User. iCan may, however, make such services available to User at its sole discretion.

(b) Both before and after commercial release of any version of the Software, iCan may from time to time make available to User updates, enhancements and/or modifications to the Software and may, at its sole discretion, provide such updates to User, but is under no obligation to do so. The provision by iCan to User of such updates, enhancements and/or modifications to the Software shall be subject to all covenant and conditions of this agreement, including, but not limited to, the restrictions on User's use of the Software and iCan's disclaimer of warranties.

#### 6. Governing Law

This agreement shall be governed by the laws of the Province of British Columbia, BC, Canada. iCan shall, however, have the right to seek relief in any court of competent jurisdiction in order to protect its proprietary rights in the Software.

iCan's agreement to supply the Software to User is subject to iCan's review and acceptance of the User's application to participate in a particular program for which this license is authorized. User agrees to be bound by the terms and conditions of this agreement.

### User

User's Name: \_\_\_\_\_

Signing Officer (if different): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Position/Title of Person Signing: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Please sign and fax this agreement to iCan at 604-852-0909. You may request a registration key from [beta@smartsettle.com](mailto:beta@smartsettle.com) after you have registered the Smartsettle Observer version.