



PRODUCT EVALUATION AGREEMENT

This Product Evaluation Agreement (the "Agreement") is effective (date) _____ between Hypertechnologie Ciara Inc. ("Ciara") located at 9300 Trans-Canada Highway, St. Laurent, Quebec H4S 1K5, and _____ ("Customer") located at _____

The parties agree that the following terms and conditions will govern the loan of Ciara property (hereinafter the "Product") to Customer:

Ciara will be providing Product(s) to the Customer for an evaluation based on the assumption that it is the Customer's intention to purchase the Product(s) if such Product(s) meet the Customer's evaluation criteria. During the Customer's evaluation of the Product(s) the Product Evaluation Agreement including Exhibit A: Limited License Grant will govern. At the time the Customer decides to purchase any Products the terms of the Product Sales Agreement will apply.

1. Term and Termination. Ciara will loan the Product to Customer for an on-site evaluation which will begin when the Product is delivered to Customer's premises. The evaluation will continue for thirty (30) days, unless terminated earlier by either party upon delivery of written notice to the other.

At the end of the evaluation, Customer will return the Product to Ciara freight prepaid. Product is to be returned in full working order, reasonable wear and tear excepted.

2. Title and ownership. The Customer hereby acknowledges that Ciara will at all times retain all right, title and interest to the Product furnished to the Customer.

3. The Customer agrees that the Product will:

- a) Be subject to inspection by Ciara
- b) Be kept free of liens and encumbrances.
- c) Not be modified from its original condition (although configuration of the system with industry standard components is permitted).
- d) Not to be moved to another location without Ciara's prior written consent.

The Customer will not remove or alter any logos or identification markings on the Product.

4. Audit of Product. Ciara will have the right to conduct physical inventory audits of all Ciara Product located at the Customer's site with notice of no less than 48 hours.

5. Use of Product. The Customer shall use the Product solely in accordance with the terms of this Agreement. The Customer shall only use the Product at a location to be agreed upon between the parties.

6. Customer Feedback. Customer agrees to provide Ciara with reasonable engineering feedback regarding the performance, features or other aspects of the Product and to assist Ciara in determining the root cause for any technical problems or issues.

7. Reverse Engineering. The Product design and/or any intellectual property embodied in the Product are confidential and proprietary information of Ciara or a third party. Customer will not disassemble (other than to reconfigure as identified above), decompile or reverse engineer the Product or otherwise attempt to discover Ciara's or any third party's intellectual property as embodied in the Product.

8. Risk of Loss. The Product will be shipped to Customer freight prepaid. Thereafter, the Customer will bear all risk of loss or damage to the Product until the Product is returned freight prepaid to Ciara. The Customer shall have in place appropriate insurance to cover loss of or damage to the Product and upon request, will provide proof of such insurance to Ciara.. Ciara will determine the manner and procedure for any Product not returned in full working order. Ciara may charge the Customer for any Product repairs.



9. Export. Each party agrees to comply with all applicable import and export control laws and regulations and hereby gives its assurance that Products are not intended to be shipped directly or indirectly to prohibited countries.

10. Disclaimers. PRODUCT(S) ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. HOWEVER, FOR ANY PRODUCT FOUND NOT TO BE IN GOOD WORKING ORDER CIARA MAY ELECT TO PROVIDE A REPLACEMENT PRODUCT. CIARA DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CIARA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, AND NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHER LEGAL THEORY ARISING OUT OF CUSTOMER'S USE OF THE PRODUCT.

11. Indemnity. Customer will keep Ciara fully indemnified against any and all claims, actions, losses, expenses, costs or damages (including, without limitation, reasonable legal expenses) resulting from use of the Product except to the extent that such claim, loss, expense, cost or damage is due Ciara's negligence or willful misconduct.

12. Amendment and Assignment. This Agreement may only be amended by written acknowledgment of both parties. Neither party may assign this Agreement without the prior written consent of the other party.

13. Governing Law. This Agreement will be governed by the laws of the Province of Québec exclusive of any provisions of the United Nations Convention on the International Sale of Goods and without regard to principles of conflict of laws.

14. Language. The present Agreement has been drafted in English at the request of the parties. Que la présente convention a été rédigée en anglais à la demande des parties.

AGREED TO:

Hypertechnologie Ciara Inc.

Customer

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



LIMITED LICENSE GRANT

1. GRANT OF LICENSE

a) Customer and Ciara agree that to the extent that any software or other intellectual property right belonging to Ciara or licensed to Ciara by a third-party is incorporated in, embedded or provided with the Product (hereinafter "Licensed Software and IP"), Ciara hereby grants to Customer and Customer accepts a limited, non-exclusive, non-transferable, royalty-free, revocable license and right, while the Product is in Customer's possession, to use such Licensed Software and IP solely for the purpose of evaluating the Products in accordance with the Agreement.

b) As applicable, Ciara may provide Customer with a copy of any software program and related documentation of the Licensed Software and IP that is required to be installed or loaded on or with the Product on acceptable media (hereinafter "Software Program") solely to use the object code version of such Software Program with the Product.

2. TITLE

a) The Licensed Software and IP is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Licensed Software and IP are licensed, not sold. Title, interest, and all ownership rights in and to the Licensed Software and IP shall remain the sole and exclusive property of Ciara or its affiliates or applicable third parties.

b) Except for the limited license grant in Section 1 above, nothing contained herein will be deemed to grant to the Customer either directly or by implication, estoppels or otherwise, any license or other right, under any intellectual property including any patents, patent applications, or non-patent rights owned by or licensed to Ciara or its affiliates or applicable third parties, to any Licensed Software and IP.

3. LIMITED USE OF SOFTWARE

a) Customer shall not copy, duplicate or distribute, nor permit any person, corporation, or entity to copy, duplicate or distribute the Licensed Software and IP, in whole or in part, without the prior written consent of Ciara

b) Customer shall not modify, customize, enhance or change the Licensed Software and IP, nor permit any third party to do so.

c) Customer shall not make any derivative works based on the Licensed Software and IP.

d) Customer shall not change or remove any proprietary markings, notices, or labels of the Licensed Software and IP.

e) Customer will not disassemble in whole or part, decompile or reverse engineer the Licensed Software and IP or otherwise attempt to discover such as embodied in the Product.

4. TERM OF LICENSE

a) The license granted in this Exhibit shall terminate simultaneously once the evaluation period of the Product ends in accordance with the Agreement. Ciara may terminate this Exhibit and all license grants and rights herein if Customer fails to comply with any of the terms in this Exhibit and/or the Agreement.

b) Upon termination, Customer must return the Software Program with the Product post-paid.



5. DISCLAIMER OF WARRANTY

a) Except for the limited media warranty for the Software Program in 5.b) below, all Licensed Software and IP provided hereunder is "AS IS", without warranty of any kind, including without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of third party intellectual properties including, without limitation, copyrights, patents, and/or trade secrets. To the extent allowed by law, Ciara expressly disclaims all implied warranties.

b) For a period of thirty (30) days or less if the Agreement is terminated earlier in accordance with the Agreement, from the date of receipt of the Software Program, if any, Ciara will, if Customer discovers and promptly notifies Ciara of any material physical defect in the media on which the Software program is recorded, replace the defective media free of charge provided that such media is returned (post-paid) to Ciara within five (5) business days of the discovery of the defective media.

6. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES AND IN NO EVENT SHALL CIARA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, DOWNTIME, LOSS OF BUSINESS OR COMPUTER MALFUNCTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHER LEGAL THEORY ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS OR RESULTING FROM THE LICENSED SOFTWARE AND IP.

7. MISCELLANEOUS

All other terms and conditions of the Agreement shall apply to the license grant hereunder and in the event of a conflict or inconsistency between the Agreement or this Exhibit, the terms of this Exhibit shall prevail.