



TRIAL AGREEMENT

This Agreement is made and entered into as of the date it is signed by both parties (hereinafter referred to as the "Effective Date") by and between Speciotec Oy., having offices at PL 44 90101 Oulu, Finland, on behalf of itself and _____, Inc., having offices at _____ (hereinafter referred to as "Customer").

The purpose of this Agreement is to arrange test usage of Speciotec Oy's Ghost Product (device, software, user guidance and data, hereinafter referred as Product) by the Customer.

RECITALS

WHEREAS, Speciotec Oy desires to conduct a marketing and technical trial of Speciotec Oy's Ghost Product in advance of introducing it in the marketplace to determine its feasibility for various types of service applications and to identify and develop necessary or desirable refinements to the Product, and

WHEREAS, Customer wishes to determine the utility and feasibility of utilizing the Product to meet some of its business needs and the needs of its end user customers ("Users"). It is therefore agreed to release the Product for carefully chosen clients for evaluation purposes.

RESPONSIBILITIES

Speciotec Oy will deliver the Products (devices, equipment and software) (as defined in Attachment A) to the Customer. Delivered Products will be in the Customer's use for the period of time specified in this Agreement. Title to all equipment and/or software provided by Speciotec Oy for the purposes of this Trial shall remain with Speciotec Oy. Risk of loss or damage to such equipment and/or software shall remain with Speciotec Oy, except to the extent that such loss or damage is attributable to Customer's willful or intentional misconduct. Speciotec Oy is not responsible for any material or personal damage that may occur during the test usage. Test usage is for testing the functioning of the device and software only and test users must not rely solely on the device for security during test usage.

Customer shall cooperate with Speciotec Oy in all aspects of the Trial as reasonably required by Speciotec Oy. Cooperation shall include: evaluating the Product while the Trial is in progress and informing Speciotec Oy of Customer's views concerning the virtues and shortcomings of the Product; participating in focus groups and surveys and seeking Customer's Users participation in the same; and, providing testimonials concerning Customer's opinions regarding the Product. Customer will make User data available to Speciotec Oy. During the Trial, Customer shall permit Speciotec Oy, upon reasonable request, to perform such maintenance, tests, experiments and measurements relating to the Service as Speciotec Oy deems appropriate. All test must be conducted within the region of Portugal.

Collected user data during test period shall remain property of Speciotec Oy.

This Agreement will not commit any party to sale agreement after test usage program.

PRODUCTS PROPERTY RIGHTS

Speciotec Oy allows the Customer to use the Product for the duration of the trial period in the environment of the Customer's choosing. The Customer can release the Product for End User's use only by a mutual agreement between the Customer and Speciotec Oy, and then only for testing purposes. All rights remain with Speciotec Oy. All results and intellectual property rights (Product, its usage and applications) obtained during the test period shall be the property of Speciotec Oy.

TEST USAGE PERIOD

Test usage will start after this Agreement is signed by both parties, and the Product is delivered to the Customer. Test usage period will end in _____. After test usage period Customer will return all Products to Speciotec Oy.

Given important reasons, both parties can terminate the test usage period with a written notice.

CONFIDENTIALITY

Both parties commit mutually to keeping all information disclosed and material received during the test period confidential for two years period.

QUARANTINES

Speciotec Oy commits to delivering functioning Products to the Customer. However, Products are delivered “as is”, and it is to be expected that irregularities in the device and/or software may occur during test usage.

Speciotec Oy will not accept liability for damages caused by the Customer’s and/or End User’s inappropriate use the Product, problems with telecommunication systems, non-functionality of the Product, or theft, or for any damage of any kind on objects caused by the installment of the device.

OTHER ISSUES

This agreement is not transferable to any other party. This agreement is governed by and shall be construed in accordance with the laws of Finland. Any disputes will be settled by the District Court of Oulu.

____.____ 20

Place and time

VAT number: FI 25611406