

BETA TESTING AGREEMENT

THIS Beta Testing Agreement is made as of the date of your acceptance of this agreement as indicated in Section 16.1 of this agreement,

BETWEEN: Classcraft Studios Inc., a legal person duly incorporated under the *Canada Business Corporations Act*, having its head office at 5377 av. Earnscliffe, Montréal, Québec, H3X 2P8, herein acting through and represented by Lauren Young, duly authorized for the purposes hereof as he so declares;

(hereinafter referred to as the "Classcraft")

AND: Yourself

(hereinafter referred to as the "Teacher")

WHEREAS Classcraft is engaged in the creation and development of the Game (as herein defined);

WHEREAS the Teacher was selected to be a reviewer and his confidential access to and participation in the Beta Trial (as herein defined) are subject to the following terms and conditions, which constitute a binding legal agreement between the Teacher and Classcraft as of the acceptance date;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1. "Agreement" shall mean this Beta Testing Agreement for the Beta Trial of the Game;
- 1.2. "Beta Trial" shall mean the final stage in the testing of the Game before its commercial release, as conducted by teachers;
- 1.3. "Confidential Information" shall mean any and all information or material, of every kind and form, in electronic or tangible form, relating to the Beta Trial, Game or any other Classcraft products and services which are made available to the Teacher by Classcraft under this Agreement, whether or not designated as confidential information by Classcraft, which includes, but is not limited to, the Game, Intellectual Property, Beta Trial forums and other private Classcraft forums, but does not include information or material that the Teacher can demonstrate by written record was (i) known to the Teacher and in the Teacher's possession without restriction as to use or disclosure prior to the disclosure by Classcraft, or (ii) has been posted by Classcraft in a public domain such as the public facing website or Facebook page, or (iii) is

obtained, without restriction as to use or disclosure, from a source lawfully in possession of the information and having the right to disclose it, or (iv) is independently developed by the Teacher without use or knowledge of Classcraft's Confidential Information.

- 1.4 **“Feedback”** shall mean suggestions, feedback, commentary, ideas, concepts, inventions, characters, plots, titles, designs, art work, programs, programming techniques, or other statements provided by the Teacher to Classcraft that relate to the Beta Trial;
- 1.5 **“Game”** shall mean an unreleased multiplayer roleplaying game designed for use in classrooms entitled Classcraft®;
- 1.6 **“Intellectual Property”** shall mean all proprietary and intellectual property rights, trademarks, copyrights, trade secrets, software, software code, techniques, know-how, processes, methodologies, documentation and other materials that are embedded in the Game or part of the Beta Trial.

2. GRANT OF RIGHTS

- 2.1 Classcraft hereby grants to the Teacher the right to participate in the Beta Trial of the Game pursuant to all of Classcraft's instructions and requirements in order to be provided with comments by the Teacher from the perspective of a consumer concerning the features or related elements of the Game

3. OBLIGATIONS OF THE TEACHER

- 3.1 The Teacher agrees to use and test the Game and to provide Classcraft with Feedback describing the use and results of all evaluations and tests conducted on the Game, including any errors and defects found by the Teacher.
- 3.2 The Teacher agrees to assume any and all risk of loss or damage caused by the Game.
- 3.3 The Teacher agrees to maintain all Confidential Information without the prior written consent of Classcraft.
- 3.4 The Teacher acknowledges that by virtue of this Agreement, the Teacher acquires only the right to use and test the Game under the terms hereof, and does not acquire any rights of ownership or title in the Game furnished hereunder.
- 3.5 The Teacher agrees not to commercially exploit or otherwise deal with the Intellectual Property and to make no use of, nor derive any benefit, or permit others to make any such use or derive any such benefit from the Game, Confidential Information, directly or indirectly, unless expressly authorized in writing by Classcraft.

4. BETA TRIAL LICENSE

- 4.1 The Beta Trial will be conducted under the following license terms and conditions:

- 4.1.1 The Teacher acknowledges that all intellectual property associated with or relating to the Beta Trial, Confidential Information and Intellectual Property are and shall remain the absolute property of Classcraft. Nothing in this Agreement shall be construed in any way to grant the Teacher any license, right, interest, or expectation whatsoever, express or implied, under any Intellectual Property, Confidential Information, this Agreement, other Classcraft games or Classcraft affiliates' game or property that may be disclosed hereunder. Nothing in this Agreement shall be construed in any way to create or confer a right, interest, or expectation to the Teacher in or to any tangible or intangible property or property right of Classcraft, or in or to any Confidential Information which may be disclosed by Classcraft to You.
- 4.1.2 The Teacher agrees not to copy, alter, modify, disassemble, reverse engineer, or decompile the Game, Confidential Information, or any materials received during the Beta Trial without the prior written consent of Classcraft. If such a prohibition is not permitted pursuant to applicable law, the Teacher shall provide Classcraft written notice prior to undertaking any such reverse engineering, and shall give Classcraft a reasonable amount of time to provide any interface information required by law prior to commencing such reverse engineering. At Classcraft's request or upon completion, the Teacher agrees to promptly return to Classcraft any and all of these materials and all copies and notes that may have been made.
- 4.1.3 The Teacher acknowledges the reliance of Classcraft on the Teacher's honest, good faith, and unbiased commentary, suggestions and evaluations of the Game and the Teacher represents and agrees that the Teacher will act at all times with the highest ethical standards.
- 4.1.4 The Teacher acknowledges that Classcraft may request Feedback from the Teacher concerning the Game or other Confidential Information and that any Feedback that the Teacher may suggest, disclose, or present to Classcraft, expressly including but not limited to Intellectual Property, is original, voluntary and automatically shall become the property of Classcraft.
- 4.1.5 The Teacher acknowledges and agrees that Classcraft shall be free to disclose and use the Teacher's Feedback as Classcraft sees fit without any obligation of any kind to the Teacher. The Teacher hereby assigns and agrees to assign to Classcraft all right, title, and interest in and to, and hereby waive and agree not to exercise any moral rights to, all Feedback, and hereby constitutes and appoints Classcraft as the Teacher's attorney-in-fact for the purpose of executing the Feedback. The rights of Classcraft pursuant to this subsection 4.1.5 constitute a power coupled with an interest, with rights of substitution and delegation, and are irrevocable.

- 4.1.6 The Teacher acknowledges and agrees that any input provided by it into the Game, including without limitation any powers, functions or features assigned to characters or any events used to win or lose points in the Game (collectively the Input), shall belong to Classcraft without any obligation of Classcraft to pay compensation of any kind to the Teacher. The Teacher hereby assigns and agrees to assign to Classcraft all rights and interest in and to the Input, and waives and agrees not to exercise any moral rights with respect to the Input.
- 4.1.7 The Teacher acknowledges that all tasks that the Teacher may undertake for or on behalf of Classcraft relating to the Beta Trial, whether at the request of Classcraft or otherwise, shall be performed without monetary or financial compensation or benefit of any kind, and without any expectation of such financial compensation or benefit now or in the future.
- 4.1.8 The Teacher acknowledges that the Teacher is acting as an independent contractor and that nothing contained in this Agreement shall in any way constitute or establish an intention of any association, partnership, or joint venture between Classcraft and the Teacher. Neither Classcraft, nor the Teacher shall have the right, power, or authority to make any representation or warranty on behalf of, or to assume or create any obligation, whether express or implied, binding on, the other party in any manner whatsoever.
- 4.1.9 The Teacher acknowledges that Classcraft, through the investment of significant time, effort, and expense, is providing the Teacher Confidential Information and that Classcraft wishes to maintain the confidentiality of its Confidential Information. As a material inducement to Classcraft to enter into this Agreement and to permit the Teacher access to participate in the Beta Trial, the Teacher hereby expressly represents and agree that the Teacher will not disclose, nor make any use of, or benefit from, directly or indirectly, the Confidential Information of Classcraft.
- 4.1.10 The Teacher agrees to hold in strictest confidence and not to disclose or reveal to any person or entity Confidential Information without the express prior written consent of a duly authorized representative of Classcraft. In particular, the Teacher must not discuss the Beta Trial with anyone associated with a competing videogame or any videogame publisher or developer. Without limiting the generality of the foregoing, the Teacher agrees that any reports or announcements concerning Confidential Information which are not made or authorized by Classcraft, and which appear prior to Classcraft's official disclosure of such Confidential Information, shall not release the Teacher from the Teacher's obligations hereunder with respect to such Confidential Information. It shall be the Teacher's duty to secure the authorization of Classcraft in the event of any reasonable doubt on the Teacher's part regarding the status of disclosed Confidential Information.
- 4.1.11 Nothing contained in this Agreement shall be construed to create any obligation on the part of Classcraft to disclose any Confidential Information to the Teacher.

- 4.1.12 The Teacher agrees to take reasonable steps to safeguard the Game and to prevent unauthorized access, disclosure, distribution, possession, alteration, transfer, reproduction or use thereof, as well as to take reasonable steps to prevent or remedy any actual or potential violation of the foregoing.
- 4.1.13 The Teacher agrees to notify Classcraft promptly in writing of the existence of any circumstances surrounding unauthorized access, disclosure, distribution, possession, alteration, transfer, reproduction or use of the Game, or any portions thereof.
- 4.1.14 The Teacher agrees not to disassemble, decompile, or reverse engineer any portion of the Game, nor to use Classcraft's data structures for development purposes.
- 4.1.15 Classcraft reserves the right to suspend, restrict, or cancel the Beta Trial, and/or may terminate participation in the Beta Trial at Classcraft's sole and absolute discretion.
- 4.1.16 The Teacher acknowledges and agrees that Classcraft is under no obligation to make a final release of the Game available to the Teacher for commercial use.

5. PRIVACY POLICY

- 5.1 Classcraft's Privacy Policy (available at http://www.Classcraft.com/legal_privacy) applies to the Teacher's personal information which the Teacher provides to Classcraft when the Teacher registers or in the course of the Beta Trial or to operate the Game. The Privacy Policy, of which the Teacher hereby acknowledges the Teacher's review and acceptance, is incorporated herein in its entirety by reference and made a part of this Agreement.

6. USE OF FEEDBACK FOR MARKETING

- 6.1 The Teacher authorizes Classcraft to use the Teacher's Feedback for the purposes of marketing and promoting the Game. Classcraft agrees that any such use shall be on anonymous basis unless written consent is obtained from the Teacher for the use of the Teacher's personal information, such as the Teacher's name, school or city. This authorization shall endure indefinitely.

7. WARRANTY

- 7.1 Classcraft makes no warranties, express, implied, or otherwise, regarding the accuracy, completeness, functionality or performance of the Beta Trial, Game, or associated services and expressly disclaims all such warranties. Classcraft further disclaims all liability for any settings selected by the Teacher and for any programs, files or content on or in the Teacher's computer, systems, or communications. Classcraft expressly denies any representation or warranty about the accuracy or condition of data or that the Beta Trial or associated services will operate uninterrupted or error-free.
- 7.2 During the Beta Trial, Classcraft may modify the Game, forums, and related content

and services automatically and without notice. The Teacher acknowledges and agrees that software and/or content may be modified by Classcraft and that modifications may cause a loss of data or content or loss of function or utility in or on the Teacher's hardware. The Teacher hereby acknowledges and agrees that Classcraft may make all such modifications and that, to the extent permitted by applicable law, is not liable for any loss of data, content, function or utility.

- 7.3 The Teacher waives protections afforded by statute or law, and agrees that Classcraft is not liable for nor has control over the Teacher's actions; account and/or sub-account(s); any loss of data, content, function or utility; or any behavior of other testers participating in the Beta Trial. The Teacher further releases, discharges, and holds harmless Classcraft, its affiliates, and each of its and their respective officers, directors, employees, stockholders, members and agents from any and all claims, losses, causes of action and liabilities of any kind arising out of or relating in any way to the Teacher's participation in the Beta Trial.

8. LIMITATION OF LIABILITY

- 8.1 The Teacher agrees to indemnify and hold Classcraft harmless against any and all losses, liabilities, proceedings, claims, or damages, arising out of or in connection with this Agreement or the Teacher's use, performance, possession, and misuse of the Game furnished hereunder. Such indemnity shall survive termination of this Agreement and shall apply regardless of the form of legal action, whether in contract or in tort, including negligence.
- 8.2 Classcraft shall have no liability to the Teacher for any loss or damage whatsoever caused or arising out of the provision of Beta Trial access, or other related services, whether due to Classcraft's negligence or failure to perform or for any other reason. In no event shall Classcraft's aggregate liability related to this Agreement, regardless of legal theory, exceed \$100.00.

9. REMEDIES OF CLASSCRAFT

- 9.1 Classcraft and the Teacher both agree that the Teacher's obligations pursuant to this Agreement are of a unique character and that the material breach of any obligation by the Teacher provided in this Agreement will cause Classcraft irreparable injury. Therefore, Classcraft shall be entitled to immediate equitable relief to prevent such injury and/or damage. All remedies hereunder, and all remedies provided at law, shall be deemed cumulative and are not exclusive.

10. TERM AND TERMINATION

- 10.1 This Agreement will remain in effect unless and until terminated by Classcraft with or without cause at any time.
- 10.2 The obligations of confidentiality hereunder with respect to any and all Confidential Information shall survive any termination of this Agreement.

- 10.3 In the event of either termination of this Agreement the Teacher shall (i) discontinue all use of the Game; (ii) cease to use the trademarks, trade names, and commercial markings of Classcraft; and (iii) certify in writing to Classcraft, within fifteen (15) days of termination of this Agreement, that the Teacher has complied with the foregoing.

11. ASSIGNMENT

- 11.1 This Agreement is personal to the Teacher and the Teacher shall not sublicense, subcontract, assign, transfer, or convey the Teacher's rights hereunder.

12. MISCELLANEOUS

- 12.1 This Agreement constitutes the entire understanding between the parties relating to the Beta Trial
- 12.2 No prior or present agreements or representations regarding the subject matter hereof shall be binding upon the parties hereto unless incorporated in this Agreement.
- 12.3 The paragraph headings are intended for reference convenience only and will not be of any effect in construing the meanings of the paragraphs.
- 12.4 Any waiver or modification of this Agreement shall not be valid unless in writing and signed by Classcraft.
- 12.5 In the event that a particular provision of this agreement is held by a court of competent jurisdiction to be invalid, said provision shall be severed from the Agreement and shall not affect the validity of this Agreement as a whole or any of its other provisions.
- 12.6 This Agreement shall bind and inure to the benefit of Classcraft and its successors and assigns.

13. GOVERNING LAW

- 13.1 This Agreement shall be construed in accordance with and governed by the laws of the Province of Quebec and the laws of Canada applicable herein, without regard to conflict of law rules which would cause the laws of any other jurisdiction to apply. Any and all disputes, claims, and questions regarding the interpretation, performance and enforceability of this Agreement, and the rights and remedies of the parties hereunder, and any action or judicial proceeding related thereto shall be initiated and prosecuted exclusively in the Province of Quebec. The parties agree to submit and hereby irrevocably attorn to the exclusive jurisdiction of such court.

14. LANGUAGE OF AGREEMENT

- 14.1 The parties hereto confirm that they have requested that this Agreement and all related documents be drawn up in the English language. Les parties aux présentes ont exigé que cette convention et tous documents connexes soient rédigés en anglais.

15. ENTIRE AGREEMENT

- 15.1 This Agreement constitutes the entire understanding between the parties, and supersedes all prior discussions, representations, understandings or agreements whether oral or in writing between the parties with respect to the subject-matter of this Agreement. Any modification or amendment of this Agreement must be in writing signed by and on behalf of both parties.

16. CONFIRMATION OF AGREEMENT

- 16.1 To confirm the Teacher's agreement, the Teacher must click on the 'I Accept' button below. By clicking the 'I Accept' button, the Teacher represents and warrants to Classcraft that (i) the Teacher has read this Agreement prior to accepting and is fully familiar with its contents; (ii) the Teacher is 18 years of age or older as of the acceptance date; (iii) the Teacher has not, and will not in the future, enter into any agreement or understanding, whether written or oral, with any third party that impedes or conflicts with the performance of the Teacher's obligations set forth in this Agreement; and (iv) the Teacher's representations are true and correct as of the acceptance date. If the Teacher does not so agree or if the Teacher cannot make such representations, the Teacher will not be permitted to test the Game.