

InternetArray, Inc.

BETA TESTER PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of **my** participation in the BidSellBuy.com private beta by InternetArray, Inc. ("**IAI**"), and **me, I** ("**I**," "**Me**," "**My**," *etc.*) hereby agree to all of the provisions hereof (this "**Agreement**"): "Agreement":

I. Confidentiality.

1.1 Proprietary Information Defined. The term "**Proprietary Information**" as used herein shall mean all of **IAI's** confidential or proprietary information, knowledge, or data, in any form and whether or not marked or labeled as being confidential or proprietary, including without limitation:

- (i) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, works of authorship, know-how, improvements, discoveries, developments, designs, methods, techniques, forms, templates, outlines, and procedures (all of the foregoing hereinafter collectively referred to as "**Inventions**");
- (ii) information regarding **IAI's** plans, research, development, proposals, products, marketing, selling, business plans, budgets, finances, licenses, transactions, prices, and costs;
- (iii) information and databases regarding the identity, personnel, addresses, telephone numbers, skills, financial condition, business needs, and structure of **IAI's** subcontractors, clients, customers, contacts, vendors, suppliers, and other contracting parties; and
- (iv) information, data, or materials given to **me** by **IAI** in furtherance of **my** performance of **IAI** related beta testing, including without limitation email, Facebook and Twitter updates, and any and all similar means of communication.

1.2 Nonuse & Nondisclosure. At all times during **my** engagement as beta tester and thereafter, **I** shall hold in the strictest of confidence, and shall not use, disclose, lecture upon, or publish any **Proprietary Information**, except strictly as such activities may be required in connection with **my** beta testing for **IAI**, or as **IAI** may expressly authorize in writing. I shall obtain **IAI's** written approval before using, disclosing, publishing, or submitting for publication any material, written or oral, that relates to **my** beta testing for **IAI** or incorporates any **Proprietary Information**.

1.3 Exceptions. Notwithstanding the provisions of Section 1.2, **IAI** hereby acknowledges and agrees that after **my** beta testing with **IAI** has terminated, I may freely use and disclose information which at the time of such use or disclosure: (i) is generally known in **IAI's** trade or

industry; (ii) is not gained by **me** as result of a breach of this **Agreement**; or (iii) arises directly from **my** own skill, knowledge, know-how, and experience. I may further disclose information as may be expressly required by law, governmental rule, regulation, executive order, court order, or in connection with litigation between **me** and **IAI**; provided that prior to making any such disclosure, **I** shall use **my** best efforts to limit the scope and duration of such disclosure to the strictest possible extent.

1.4 Acknowledgement. I have been informed and hereby acknowledge that the unauthorized taking of **IAI's** trade secrets could result in a civil liability and that, if willful, could result in an award for double the amount of **IAI's** damages and attorneys' fees.

1.5 Third Party Information. I acknowledge and agree that **IAI** may have received, and may in the future receive, confidential or proprietary information belonging to third parties ("**Third Party Information**") subject to a duty on **IAI's** part to maintain the confidentiality thereof and to restrict the use thereof to certain limited purposes. During the term of **my** beta testing and thereafter, I shall hold **Third Party Information** in the strictest of confidence and shall otherwise have the same obligations of nonuse and nondisclosure with respect to **Third Party Information** as **I** have with respect to **Proprietary Information** hereunder.

2. Ownership & Assignment of Inventions & Proprietary Information.

2.1 Proprietary Rights Defined. The term "**Proprietary Rights**" shall mean all forms of proprietary rights, titles, interests, and ownership relating to patents, copyrights, trademarks, trade dresses, trade secrets, know-how, mask works, *droit moral* (moral rights), and all similar rights of every type that may exist now or in the future in any jurisdiction, including without limitation all applications and registrations therefor.

2.2 IAI Inventions. **I** hereby expressly acknowledge and agree that all **Inventions** and all **Proprietary Information** made or obtained by **me**, solely or jointly with others, within the scope of **my** beta testing for **IAI** or using **IAI's** equipment, facilities, materials, or time (collectively, "**IAI Inventions**") are and shall be deemed to be specially commissioned by **me** to **IAI**, and all authorship rights, ownership rights, and other **Proprietary Rights** therein and thereto shall vest initially in and to, and shall, remain in perpetuity with, **IAI** pursuant, for example and without limitation, to the U.S. Copyright Act of 1976 (17 U.S.C. 101 *et seq.*) as amended.

2.3 Assignment; License; Waiver. **I** hereby expressly acknowledge and agree that it is a material and core component of the basis of **IAI's** bargain hereunder that **IAI Inventions**, and all **Proprietary Rights** therein and thereto, shall be and remain the sole and exclusive property of **IAI** alone to the fullest possible extent. In furtherance of the foregoing, to the extent **IAI** does not obtain any authorship rights, ownership rights, or **Proprietary Rights** in or to any **IAI Inventions** pursuant to Section 2.2, **I** hereby irrevocably assign, transfer, and quitclaim to **IAI** (or such third party/ies as **IAI** may elect) all right, title, and interest **I** may have or hereafter acquire in and to all **IAI Inventions** along with all **Proprietary Rights** thereunto pertaining. To the extent the foregoing assignment is ineffective for any reason, **I** hereby grant to **IAI** the exclusive, royalty-free, fully-paid-up, irrevocable, perpetual, transferable, worldwide right and

license (including the right to sublicense through multiple tiers of sublicensees) to make, reproduce, modify, make derivative works of, use, and sell **IAI Inventions** and all **Proprietary Rights** thereunto pertaining. To the extent the foregoing license is ineffective for any reason, I hereby irrevocably and perpetually waive all **Proprietary Rights** I may have in or to **IAI Inventions** to the sole benefit of **IAI**, and hereby covenant not to bring or participate in any action against **IAI** for infringement of such **Proprietary Rights**.

3. *IAI Property,*

3.1 *IAI Property Defined.* Any property or materials given to **me** by **IAI** for **my** use during the course of **my** beta testing by **IAI**, whether or not maintained on **IAI** premises, and whether or not constituting **IAI Inventions** or **Proprietary Information**, are and shall remain the exclusive property of **IAI**.

3.2 *Inspection & Return.* All **IAI Property**, and all copies thereof, as applicable, shall at all times be subject to: (i) inspection by **IAI** personnel at any time with or without notice to **me**; and (ii) return by **me** to **IAI** promptly upon **IAI's** request.

3.3 *Return Upon Termination.* Immediately upon the termination of **my** beta testing for **IAI**, I shall deliver to **IAI** all **Proprietary Information**, **IAI Inventions**, and **IAI Property** in **my** possession, together with all documents and materials embodying, containing, or disclosing any **IAI Inventions**, **Proprietary Information**, or **Third Party Information**, and all copies thereof

4. *Additional Covenants & Obligations.*

4.1 *Noncompetition.* During the period of **my** beta testing by **IAI** I shall not engage in any beta testing or business activity that is competitive with **IAI's** actual or potential business, or that would otherwise conflict with **my** diligent performance of **my** beta testing duties for **IAI**. During the period of **my** beta testing by **IAI** and for one (1) year after the date of termination thereof I shall not, nor shall I attempt to, directly or indirectly: (i) employ, retain, or solicit for beta testing or retention, any of **IAI's** employees or subcontractors; (ii) perform services substantially similar to the those performed or demonstrably anticipated to be performed by **IAI**, for any third party who is or was a client or customer of **IAI** during the period of **my** beta testing for **IAI**; or (iii) otherwise induce any of **IAI's** employees, contractors, clients, or customers to terminate their relationship with **IAI**.

4.2 *No Conflicting Obligations.* I hereby represent and warrant that: (i) **my** performance of all the provisions hereof does not and shall not breach any agreement to keep in confidence information acquired by **me** in confidence or in trust prior to **my** beta testing by **IAI**; and (ii) I have not entered into, and I shall not enter into, any written or oral agreement in conflict herewith. I shall indemnify and hold **IAI** harmless from and against any and all claims or liabilities arising out of any obligations or agreements to which I was bound prior to the effective date hereof.

5. *Term and Termination.*

5.1 *Term.* This Agreement shall remain in full force and effect until terminated by **me** or **IAI**.

5.2 *Termination.* Unless otherwise expressly set forth in a separate beta testing agreement executed between us, I and **IAI** shall each individually have the right to terminate **my** beta testing for BidSellBuy.com at will, for any reason or for no reason, upon seven (7) calendar days' prior written notice to the other. **IAI** shall have the right to terminate **my** beta testing for **IAI** and this **Agreement** without notice upon **my** material, uncured breach hereof.

5.3 *Effect of Termination.* Immediately upon the termination hereof for any reason: (i) **my** obligations to **IAI** with respect to the return of **IAI Property** pursuant to Section 3.3 shall take effect; (ii) I shall cooperate with **IAI** in completing and executing **IAI's** termination statement or exit agreement, if any; and (iii) **IAI** shall have the right in perpetuity to provide notice of **my** future surviving obligations hereunder.

5.4 *Survival.* Upon the termination hereof for any reason, all of the provisions hereof respecting **my** obligations of nonuse and nondisclosure of **Proprietary Information** and **Third Party Information**, assignment of **IAI Inventions**, return of **IAI Property**, and noncompetition, along with the provisions of Sections 6, 7, and this Section 5.4 shall survive termination hereof and remain in full force and effect in perpetuity.

5.5 *No Certain Term of beta testing.* I hereby expressly acknowledge and agree that nothing in this **Agreement** shall confer any right with respect to continuation of **my** beta testing by **IAI**, nor shall it interfere in any way with **my** or **IAI's** right to terminate **my** beta testing at any time, with or without cause.

6. *Remedies.* I hereby acknowledge and agree that **my** material breach hereof is likely to give rise to irreparable injury to **IAI** for which **IAI** will have no adequate remedy at law. Accordingly, in the event of **my** actual or threatened breach hereof, **IAI** shall be entitled to obtain injunctive relief against **me** in addition to all other remedies available to **IAI** at law or in equity.

7. *General Provisions.*

7.1 *Third Party Beneficiaries.* Nothing express or implied herein shall confer upon any person or entity other than **IAI**, **me**, and our respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

7.2 *Not Applicable – Removed.*

7.3 *Governing Law; Arbitration.* This **Agreement** shall be construed in accordance with the laws of the State of New York applicable to contracts entered into and wholly to be performed therein, without regard to that body of law pertaining to conflicts of laws. Pursuant to Section 6, **IAI** may obtain equitable relief hereunder in the state and federal courts, as appropriate, in New York State and I hereby waive all forum and venue objections thereto.

Any other controversies between the **IAI** and **me** arising hereunder shall be resolved by binding arbitration in accordance with the rules and procedures of the American Arbitration Association; provided that: (i) arbitration shall be conducted in New York State; (ii) the arbitrator shall be an expert in the subject matter of the dispute; and (iii) the prevailing party to such arbitration action (or an action for any aforementioned equitable relief) shall be entitled to recover from the other party such prevailing party's costs (including without limitation reasonable attorney's fees) incurred in connection with such action.

7.4 Amendment. This **Agreement** shall not be renewed, amended, modified, or supplemented by **IAI** or **me** in any manner, except by an instrument in writing signed on behalf of each of us.

7.5 Waiver. Any of the provisions hereof may be waived by the party entitled to the benefit thereof. Neither party shall be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

7.6 Severability. In the event that the application of any provision hereof to any particular facts or circumstances shall be held to be invalid or unenforceable under the governing law hereof, then: (i) such provision shall be reformed without further action by **me** or **IAI** to the extent strictly necessary to render such provision valid and enforceable when applied to such particular facts or circumstances; and (ii) the validity and enforceability of such provision as applied to any other particular facts or circumstances, and the validity and enforceability of all of the other provisions hereof, shall in no way be affected or impaired thereby.

7.7 Entire Agreement. This **Agreement** constitutes the entire agreement between **IAI** and **me** with respect to the subject matter hereof, and hereby supersedes all prior written or oral agreements and understandings between us with respect to such subject matter.

7.8 Miscellaneous. Section headings and descriptive titles appearing herein are inserted for convenience only and shall not be used in the interpretation or construction hereof. References to exhibits shall be to the respective Exhibit hereto, all of which are hereby incorporated herein

by reference. **I** have read and fully understood this **Agreement** and all Exhibits hereto, and have had the opportunity to consult with legal counsel prior to executing it.

IN WITNESS THEREOF, **IAI** and I have caused this BETA TESTER PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT to be executed as of the first day of **my** beta testing with **IAI**.