

# Syntasa Corporation Trial Agreement

**Trial Period:** 30 days from the Effective Date

## General Terms

### 1. Right to Use

Subject to the terms and conditions of this Agreement, Syntasa grants Customer a non-exclusive, non-transferable license to use the Syntasa software described above (the "Software") and the sample digital behavioral data provided by Syntasa (the "Evaluation Data") (collectively, the "Solution") solely for Customer's internal evaluation purposes during the Trial Period and in no other capacity. Syntasa retains all title, rights and interest in and to the Solution, including any intellectual property rights contained or embodied therein. Customer agrees not (a) to rent, lease, sublicense, distribute, transfer, modify, encumber, time-share, disclose or make copies of the Solution or (b) to decompile, disassemble, or reverse engineer the Solution or use similar means to discover the source code or the trade secrets embodied in the Solution.

### 2. Customer Obligations

Customer agrees: (a) to allow Syntasa reasonable access to Customer's facilities during the Trial Period as mutually agreed; and (b) to provide Syntasa with written feedback, results and other data regarding the evaluation of the Solution ("Feedback") as reasonably requested by Syntasa. Customer assumes all risk of loss or damage to the Solution while they are in its possession or under its control.

### 3. Syntasa Obligations

Syntasa shall support the Customer's testing efforts by providing free telephone and email support for reported problems with the Solution.

### 4. Nondisclosure

During the term of this Agreement, and for a period of 3 years thereafter, each party shall keep confidential and shall not use for any purpose information of the other party which is required for the performance of the parties' obligations under this Agreement and which is clearly identified as confidential at the time of disclosure, unless the information sought to be disclosed (a) is publicly known at the time of disclosure, (b) is lawfully received from a third party not bound in a confidential relationship with the other party, (c) is published or otherwise made known to the public by the other party, (d) was generated independently by the receiving party, or (e) is required to be disclosed under a court order. The parties agree that that the Solution (and all copies) and all Feedback are Syntasa confidential information and will be kept confidential without limitation.

### 5. No Warranties

IN LIGHT OF THE PURPOSE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT SYNTASA IS PROVIDING THE SOLUTION ON AN "AS IS" BASIS. SYNTASA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

### 6. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE LIST PRICE FOR THE SOLUTION. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LICENSE VIOLATIONS OR LIMIT A PARTY'S RIGHTS UNDER APPLICABLE LAW. ANY USE OF SOLUTION SHALL BE AT CUSTOMER'S SOLE RISK.

### 7. Term and Termination

This Agreement shall remain in effect until terminated as set forth below. The parties may mutually agree in writing to extend the Trial Period. This Agreement and the license granted hereunder shall immediately terminate if Customer violates any of the terms and conditions of this Agreement. Either party may terminate the Trial Period and/or this Agreement without cause by giving written notice to the other party, and such termination shall be effective immediately. Upon expiration or termination of this Agreement, Customer shall either license the Solution under a separate agreement or, within fifteen (15) days of such expiration or termination, delete all instances of the Solution; if Syntasa is hosting the Trial, Syntasa will delete any data provided by Customer within such 15 day period.

### 8. Miscellaneous

This Agreement is the entire agreement between Syntasa and Customer with respect to the subject matter hereof and supersedes all prior understandings and agreements and shall bind the parties and their successors and permitted assigns. Any and all modifications of this Agreement must be in writing and signed by each party. Customer may not assign this Agreement without Syntasa's prior written consent. Nothing in this Agreement shall be deemed to constitute either party as the agent, representative or partner of the other party for any purpose. All notices shall be in writing and deemed given when delivered in person, by overnight courier, or by certified or registered mail, postage prepaid, return receipt requested. In the event that any provision of this Agreement shall be adjudged illegal or otherwise unenforceable, such provision shall be severed, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect. Customer agrees to comply with all applicable export laws, rules and regulations. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Virginia excluding its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Sections 4-8 of these General Terms shall survive the expiration or termination of this Agreement.