

# Evaluation License Agreement

**NOTICE: CRM SOFTWARE LLC (“JUNXURE”) IS WILLING TO LICENSE JUNXURE CLOUD (THE “PRODUCT”) TO YOU FOR EVALUATION ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS EVALUATION LICENSE AGREEMENT (THE “AGREEMENT”). READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THE PRODUCT. YOUR USE OF THE PRODUCT SHALL INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MUST NOT USE THE PRODUCT.**

**THE INDIVIDUAL NAMED IN THE ONLINE EVALUATION REQUEST AND EXECUTING THE “I ACCEPT” ACTION REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED IS COMPLETE, CORRECT AND ACCURATE, AND THAT HE OR SHE IS DULY AUTHORIZED AND HAS LEGAL CAPACITY TO EXECUTE AND DELIVER THIS AGREEMENT.**

## 1. EVALUATION

- a. Customer desires to obtain and Junxure is willing to furnish the Product for evaluation by Customer as described herein for 30 consecutive days (or such other period as may be agreed upon by the parties), commencing on the date Junxure issues evaluation credentials to Customer (allowing Customer to log into the Product) (the “Evaluation Period”).
- b. At the end of the Evaluation Period, if Customer does not purchase the Product, Customer’s right to use the Product shall terminate, Junxure will terminate Customer’s login credentials and destroy any Customer data which has been input into the Product.
- c. During the Evaluation Period, Junxure agrees to provide assistance in the use of the Product to the degree determined by Junxure in its sole discretion.

2. **LICENSE GRANT.** A. During the Evaluation Period, Junxure hereby grants to a “Named User” within Customer’s organization a limited, nonexclusive, non-sublicensable, nontransferable license for Customer’s use of Product solely (i) to access and use the Product as hosted and made available by Junxure via internet connection, (ii) for the internal purpose of evaluating and testing the Product for suitability for Customer’s application, and (iii) in accordance with the terms and conditions set forth herein. “Named User” shall mean a specific designee of Customer with a login ID and password which is unique to that person. A Named User may not share access rights to the Product. Customer’s limited license to use the Product are for operation in a Certified Operating Environment (as described at [www.junxure.com/coe](http://www.junxure.com/coe)) and within the territory of the United States of America.

B. Customer grants to Junxure a non-exclusive, royalty free license, to use equipment, software, Customer data or other material of Customer or its clients solely for the purpose of performing its obligations under the Agreement.

3 **CUSTOMER OBLIGATIONS.** A. General. Customer agrees not to (i) copy, modify, adapt, reverse engineer, decompile or disassemble the Product or attempt to discover its’ source code; (ii) make derivative works based upon the Product, or use the Product to develop any product, or (iii) sell, license, rent, lease or otherwise transfer the Product to, or use it for the benefit of, any third party; (iv) allow access to, provide, divulge or make available the Product to any user other than Customer's employees and individual contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Agreement; (v) disclose or publish, without Junxure's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Product; or (vi) otherwise use or copy the Product except as expressly permitted herein . Customer agrees to use the Product solely for evaluation during the Evaluation Period.

B. Passwords; Security. Customer is responsible for maintaining the confidentiality of all password(s) and for ensuring that each password is used only by the Named User. Customer is entirely responsible for any and all activities that occur under Customer's account. Customer agrees to immediately notify Junxure of any unauthorized use of Customer's account or any other breach of security known to Customer. Junxure shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. Junxure will maintain Customer passwords as confidential and will not disclose them to third parties.

C. Customer Data. Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data, including without limitation compliance with the provisions of Section 8 below.

D. Acceptable Use. Customer acknowledges and agrees that Junxure does not monitor or police the content of communications or data of Customer or its users transmitted through the Product, and that Junxure shall not be responsible for the content of any such communications or transmissions. Customer shall use the Product exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains malicious code; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Product, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Product. Junxure may remove any violating content posted on or transmitted through the Product, without notice to Customer. Junxure may suspend or terminate any user's access to the Product upon notice in the event that Junxure reasonably determines that such user has violated the terms and conditions of this Agreement.

#### 4 SERVICE AVAILABILITY.

Junxure shall use commercially reasonable efforts to make the Product available except for: (i) planned downtime, which Junxure shall schedule to the extent practicable during the weekend hours from 9:00 p.m. Eastern time Friday to 3:00 a.m. Eastern time Monday), or (ii) any unavailability caused by circumstances beyond Junxure's reasonable control, including without limitation force majeure events, or Internet service provider failures or delays. Junxure will use commercially reasonable efforts to provide notification of any scheduled down times.

Customer acknowledges that Junxure does not control the transfer of data over telecommunications facilities, including the Internet. Junxure does not warrant secure operation of the Product or that it will be able to prevent third party disruptions of such services. Customer acknowledges further that the Product may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Junxure is not responsible for any delays, delivery failures, or other damage resulting from such problems

**5 OWNERSHIP.** The Product, including all copyrights in or related to the Product, is owned by Junxure, or its suppliers, as the case may be. All intellectual property rights and title to the Product remain with Junxure and no interest or ownership therein is conveyed to the Customer under this Agreement. Except for those rights in the Product specifically granted in this Agreement, no other rights in the Product are granted to Customer.

**6 RESERVATION OF RIGHTS.** All rights not expressly granted to Customer in the Agreement are reserved by Junxure and its licensors.

**7 CONFIDENTIALITY AND DISCLOSURE.** "Confidential Information" means the Product and any other business or technical nonpublic information of either party or third parties disclosed by either Junxure or

Customer to the other party (including without limitation data of Customer or its clients), either directly or indirectly in writing, orally, or by inspection of tangible objects (i) that the disclosing party identifies as confidential or proprietary; or (ii) that reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. Confidential Information shall exclude information to the extent, but only to the extent, that it (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. Each party agrees to maintain the Confidential Information of the other party in strict confidence and shall exercise no less than reasonable care with respect to the handling and protection of such Confidential Information. Each party shall use the Confidential Information of the other party only during the term of the Agreement and as expressly permitted herein and for no other purpose, and shall disclose such Confidential Information only to its employees and independent contractors as is reasonably required in connection with this Agreement (and only subject to restrictions at least as protective as those set forth herein). Neither party will disclose the other party's Confidential Information to any third party without prior written consent of the disclosing party. Notwithstanding the above, the receiving party may disclose Confidential Information of the disclosing party pursuant to a valid order or requirement of a court or government agency, provided that the receiving party first gives reasonable notice to the disclosing party to contest such order or requirement which shall, in no way, be deemed to change, affect or diminish the confidential status of such Confidential Information.

- 8 CUSTOMER DATA.** Customer retains sole and exclusive ownership to any and all Customer data. Customer represents and warrants that: (a) the use of the Customer data and any other materials provided to Junxure by Customer will not infringe any third party rights (including, without limitation, intellectual property rights); (b) Customer has all necessary rights, consents and authority to transmit the Customer data (or to cause the Customer data to be transmitted) to Junxure for the provision of services hereunder; (c) that if Customer knows or reasonably should know that any such right, consent or authority is terminated or otherwise expires, it shall immediately inform Junxure and shall take all necessary steps to terminate the flow of any Customer data thereby affected; and (d) it shall (and shall ensure that all of its employees or other authorized users shall) provide Customer data or otherwise cause Customer data to be provided to Junxure, in strict compliance with all applicable laws and regulations.

Customer represents and warrants that before providing to Junxure or its agents any portions of the Customer data that comprises personal information of its clients, Customer will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining permission from third parties to allow sharing of such personal information with Junxure under the Agreement. No personal information will be disseminated by Junxure to any third parties, except as consented to by Customer or required by law.

Customer shall defend Junxure against any claim, demand, suit, or proceeding made or brought against Junxure by a third party arising out of or related to (i) the Customer data, or Customer's or its users' use of the Product in violation of the Agreement, infringing or misappropriating the intellectual property rights of a third party or violates applicable law, (ii) the breach by Customer or its users of the Acceptable Use Policy as described in Section 3D above, or Customer's or its users use or misuse of the Product, or (iv) Customer's or its users use or misuse of the Customer data (including, without limitation, accessing, providing access, using or distributing the Customer data)

- 9 FEEDBACK.** Customer may, from time to time, provide feedback ("Feedback") to Junxure, including, but not limited to, suitability, problem reports, case reports and test results with respect to the Product. All such Feedback shall be the property of Junxure, deemed to be Junxure's Confidential Information and may be used by Junxure for any purpose it sees fit without compensation. Junxure shall have all necessary rights to use Feedback at its discretion, including the incorporation of Feedback into the Product or other software or

products developed by Junxure as well as the right to assign, license or to otherwise transfer to third parties any product which incorporates Feedback without any liability or obligation whatsoever to Customer. Customer hereby grants and assigns to Junxure and its licensees all right, title, interest and licenses as are necessary to incorporate Feedback into the Product or other software or products developed by Junxure and to distribute and otherwise commercially exploit such Product without any payment or accounting to Customer whatsoever.

- 10 DATA COLLECTION AND REPORTING.** Notwithstanding anything else to the contrary in this Agreement, (i) Junxure may collect statistical data from Customer's use of the Product and the data that Customer stores on or via the Product for the sole purpose of creating aggregate statistics regarding Product usage and activities and results among Junxure customers as a whole (the "Aggregate Statistics"); and (ii) Junxure may disclose Aggregate Statistics to third parties. All Aggregate Statistics shall be in aggregate form only and will not contain any statistics or information specific or personally identifiable to Customer or any of Customer's users.
- 11 TERMINATION.** Either party may terminate this Agreement and the Evaluation Period for any reason immediately by written notice to the other party. Upon expiration or termination of this Agreement or the Evaluation Period, Customer will immediately cease use of the Product. The Evaluation Period may be also be extended by mutual consent of the parties.
- 12 DISCLAIMER OF WARRANTY.** Customer acknowledges and agrees that the Product is provided hereunder "as is" and "as available", and Junxure makes, and Customer receives, no warranties in connection with the Product, express, implied, statutory or otherwise, and Junxure specifically disclaims all implied warranties, including warranties of accuracy/reliability, merchantability, non-infringement and fitness for a particular purpose, or arising from a course of dealing, usage or trade practice.
- Customer acknowledges that some features or functions of the Product may be, or become, restricted, limited or unavailable without notice during the Evaluation Period. In addition, Customer acknowledges that use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent security precautions and illegally gain access to the Product and Customer Data. Accordingly, Junxure cannot and does not guaranty the privacy, security or authenticity of any information so transmitted over or stored in Customer's system connected to the Internet. In no event does Junxure guarantee the accuracy, reliability or availability of Customer's Internet connection to the Product.
- 13 LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, JUNXURE SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THIS AGREEMENT. FURTHER, IN NO EVENT WILL JUNXURE BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT JUNXURE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the substantive laws of the United States and California, without regard to principles of conflicts of law, and any action shall be initiated and maintained in a forum of competent jurisdiction in such state.