

SITETRAX SOFTWARE TRIAL LICENSE AGREEMENT

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**Licensee represents and warrants that he or she is legally able to enter into binding agreements and is a duly authorized agent of such entity for the purpose of entering into this Agreement and binding such entity in accordance with its terms. He or she represents that the information submitted to Netarus as part of the SiteTrax Application, including all application data, are true, accurate, and complete.**

**To the extent Licensee has a separately executed agreement with Netarus or its Affiliates on a different subject matter, such agreement will continue unmodified under its own terms. In the event of conflict between this Agreement and any other terms or conditions provided by Netarus or its Affiliates, including as part of the Licensed Programs, the terms of this Agreement will govern.**

For Purposes of this Agreement, “Netarus” means Netarus, LLC.

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**Section 3 – Feedback.** It is expressly understood, acknowledged and agreed that you may provide Netarus reasonable suggestions, comments and feedback regarding the Licensed Programs, including but not limited to usability, bug reports and test results, with respect to Licensed Programs testing (collectively, "Feedback"). If you provide such Feedback to Netarus, you shall own any and all rights, title and interest to such Feedback; provided, however, you grant Netarus the following worldwide, non-exclusive, perpetual, transferable, irrevocable, royalty free, fully paid up rights, except, in each instance, to the extent any Feedback includes any of your Confidential Information: (i) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any product, technology, service, specification or other documentation developed or offered by Netarus or any of its affiliates (individually and collectively, "Netarus Products"); or (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Netarus Product.

**Section 4 – Confidentiality.** All information obtained by either Party about the business of the other Party as a result of the performance of this Agreement (including, without limitation, this Agreement and all amendments to this Agreement entered into by the parties from time to time, invoices, billings, selling rates, the Licensed Programs, customer lists, cost data and the like) is confidential and shall only be used in connection with this Agreement and shall not be, except as required by law, disclosed to any person other than the Parties, their employees and authorized agents without the prior written consent of the other Party. In the event a Party becomes legally compelled to disclose such information, such Party shall, to the extent permitted by applicable law, provide the other Party with prompt written notice so that the other Party may seek a protective order or other appropriate judicial remedy.

**Section 5 – Limitation of Liability.** EXCLUDING DAMAGES OWED TO THIRD PARTIES ARISING IN CONNECTION WITH LICENSOR’S INDEMNIFICATION OBLIGATIONS HEREUNDER, ANY LIABILITY ARISING UNDER THIS LICENSE, WHETHER UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES. EXCLUDING DAMAGES OWED TO THIRD PARTIES ARISING IN CONNECTION WITH LICENSOR’S INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, OR SPECIAL CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUES, LOST DATA, OR COST OF SUBSTITUTE GOODS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING DAMAGES OWED TO THIRD PARTIES ARISING IN CONNECTION WITH LICENSOR’S INDEMNIFICATION OBLIGATIONS HEREUNDER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND LICENSORS UNDER THIS AGREEMENT SHALL NOT EXCEED US$1,000. THE FOREGOING LIMITATIONS OF LIABILITY APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**Section 6 – License.**

a) License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a worldwide, royalty-free, non-exclusive license, transferable in accordance with the assignment provision herein, to: download and install the Licensed Programs on Licensee’s own premises, and permit Licensee’s employees to use the Licensed Programs, solely for Licensee’s own internal trial of the Licensed Programs during the time period specified by Netarus.

b) For the purposes of this Agreement, the right to “use” the Licensed Programs shall include the right to utilize, run, access, store, copy, and display the Licensed Programs internally in Licensee’s non-production environment. No right or license is granted or agreed to be granted to disassemble, benchmark or decompile any Licensed Programs furnished in object code form, and Licensee agrees not to engage in any such conduct or permit any third-party to engage in such conduct unless permitted by law. No right or license is granted to distribute, publish, or disclose the Licensed Programs or to conduct or permit any third-party to conduct any benchmarking or other testing under this Agreement. Reverse engineering of Licensed Programs provided in object code form is prohibited, unless such a right is explicitly granted by any explicit license subject to sub-section (c) below or as a matter of law, and then only to the extent explicitly permitted. Licensor shall have no obligation to support any such reverse engineering, any product or derivative of such reverse engineering, or any use of the Licensed Programs with any modified versions of any of their components under this Agreement.

c) Use of some open source and third-party software applications or components included in or accessed through the Licensed Programs may be subject to other terms and conditions found in a separate license agreement, terms of use or “Notice” file located at the download page. The Licensed Programs are accompanied by additional software components solely to enable the Licensed Programs to operate as designed. Licensee is not permitted to use such additional software independently of the Licensed Programs unless Licensee secures a separate license for use from the named vendor. Do not use any third-party code unless you agree with the applicable license terms for that code. Your use of any third-party software (including open source) will be governed by the applicable license agreements, if any, between you and such third parties. Netarus shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such third-party software.

d) Title. Title to and ownership of the Licensed Programs shall at all times remain with Licensor. Except for the express licenses granted herein, no rights or licenses shall be deemed granted by implication, estoppel, or otherwise.

**Section 7 – Term and Termination.** Licensee’s rights to the Licensed Programs will continue for a period beginning on the date of the last signature to be added below and extending for sixty (60) days; thereafter, such rights shall automatically renew for additional consecutive 60-day periods, subject to either Party’s termination rights herein. No rights to use the production release of the Licensed Programs are provided by this Agreement or any other terms which may be provided with the Licensed Programs (e.g. any ‘click-through’ license agreements). Notwithstanding the foregoing, either Party may terminate this Agreement at any time for any reason or no reason by providing the other Party written notice thereof. Upon any expiration or termination of this Agreement, the rights and licenses granted to you under this Agreement shall immediately terminate, and you shall immediately cease using and delete the Licensed Programs. In the event of any expiration or termination of this Agreement, its confidentiality provision, disclaimers of representations and warranties, rights with respect to Feedback, and limitations of liability shall survive.

**Section 8 – Applicable Law.** The Agreement shall be governed by and interpreted in accordance with the substantive law of the State of Virginia, U.S.A., excluding its conflicts of law provisions, and by the courts of that state.

**Section 9 – Export Compliance.** Licensee will comply with any and all anti-boycott laws including any executive orders, rules, or regulations. Licensee agrees to comply with all applicable export laws and regulations, including those of the United States, to ensure technology provided by or its Affiliates under the Agreement is not used, sold, disclosed, released, transferred, or re-exported in violation of such laws and regulations. Licensee may not directly or indirectly export, reexport, or transfer any items or technology provided by Licensor or its Affiliates under the Agreement to: any country designated by the U.S. Department of State as a “State Sponsor of Terrorism”, including for the purposes of the Agreement North Korea, or to a resident or national of any such country; any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list of the US Government. The Licensed Programs are not designed for real-time control or time-sensitive applications that have the potential to cause death, personal injury, or property damage or that could result in radioactive, medical, life support or other mission-critical activities, or any nuclear, chemical, or biological weapons activities or development of missile technology.

**Section 10 – No Support.** Licensor shall have no obligation to support the Licensed Software.

**Section 11 – Indemnification**. Licensor shall defend, indemnify and hold harmless Licensee and its affiliates and customers and their respective officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) incurred by Licensee to the extent arising out of or resulting from (a) Licensor’s violation of or failure to comply with any applicable law, rule or regulation, (b) Licensor’s breach of any material representation, responsibilities, warranty or obligation under this Agreement, and (c) allegations that the Licensed Programs, equipment provided by Licensor or the use thereof violates, misappropriates or infringes any intellectual property rights of any third party.

**Section 12 – Assignment**. Neither Party shall assign this Agreement without the prior written consent of the other Party, provided, however, that each Party may assign this Agreement to an affiliated company, the majority of which is owned, directly or indirectly, by the assigning Party or by the majority owner of such Party, or to an affiliated company that owns, directly or indirectly, a majority of the assigning Party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

**Section 13 – Miscellaneous**. This Agreement, together with any other documents incorporated herein by reference, and its related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter, including, without limitation any click-through or click-wrap terms. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or parties waiving compliance. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

**The parties agree to be bound by all the terms and conditions stated herein.**

**LICENSEE**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Job Title/Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LICENSOR**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_Netarus, LLC\_\_\_\_

Job Title/Position: \_\_\_CEO\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_+1 (757) 819-4600\_\_\_\_