



SITETRAX SOFTWARE TRIAL LICENSE AGREEMENT

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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