

# Trial Agreement

**IMPORTANT:** This Agreement is a legally binding contract between you (either an individual or an entity accepting this Agreement) "**Customer**" and "**Company**". Company means either or both (a) when Customer is located in North America (meaning United States and its territories, Canada or Mexico): Company Inc., registered in Delaware, United States; (b) when Customer is located outside North America: Company SRL, registered in Bucharest, Romania. Company reserves all rights not expressly granted to you in this Agreement.

**ACCEPTANCE:** Please read these terms carefully before completing the installation process and using Company Enterprise Platform Trial Version ("Company Trial Version"). By installing and using Company Trial Version, you accept and agree to the terms of this Agreement including, without limitation, Company Terms of Use available here: <https://www.Company.com/terms-of-use>.

## DEFINITIONS:

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in computer software, and any other intellectual property rights or rights of a similar nature.

"**Improvements**" means all versions, updates, corrections, improvements, developments, modifications, variations, derivative works or extensions of feature sets of any of the Company Enterprise Platform components or of any software referenced herein, created or acquired by Company;

"**Company Enterprise Platform**" means the suite of software components (Company Studio, Company Orchestrator, Company Robot) and Company Activities (meaning any software templates for automation projects) and other software, made available or published by Company and licensed to Customer under this Agreement, including Manuals, together with all Improvements;

"**Company Trial Version**" means the Company Enterprise Platform provided to Customer to be used for evaluation and testing purposes, in a non- production environment. If identified expressly in the Evaluation License Form or any other ordering documents agreed by the Parties, any Company Private Software therein will be deemed part of the Company Trial Version; any reference to the Company Trial Version in this Agreement will include the Company Private Software, unless expressly stated otherwise.

"**Company Private Software**" means any software feature, functionality, derivative work, development or component of the Company Enterprise Platform, which has not been made generally publicly available.

"**Manuals**" means the Company Studio Guide, Company Robot Guide, Company Orchestrator Guide and Company Activities Guide available on Company website; the Manuals for the Company Private Software may also include any other user manuals, help files, written examples, release notes or similar Company documentation expressly notified to Customer for the use of the Company Private Software;

"**Term**" means (i) 60 calendar days from the date the Company Trial Version is installed; or (ii) any period of time permitted by Company in its sole discretion.

**1. License Grant.** Company grants to Customer a limited, non-exclusive right to the Company Trial Version in machine-executable form during the Term, to use its modules and features only for evaluation purposes, with the express exclusion of any commercial, production or any other purpose. Subject to this license, Customer may create any outputs, including but not limited to any software programs, artifacts, charts or workflow diagrams (collectively "Development Outputs"), test and execute them in non-production environments. Customer retains all rights, including all Intellectual Property Rights, in the Development Outputs resulting from Customer's use of the Company Trial Version, in accordance with this Agreement.

**2. Responsibility.** Customers accessing the Company Trial Version for testing purposes through the Company public website (Service) are responsible for maintaining the security of the account and data when creating an account with the Service. Customer is fully and solely responsible for all activities that occur under the Customer account. Customer acknowledges and agrees that the Service and the Company Trial Version are accessed, operated and used directly by Customer or by a third-party acting on Customer's behalf for Customer's benefit and Customer is responsible for any such third-party's acts and omissions. During the operation of the Company Trial Version, Customer may execute Development Outputs or may initiate web sites, pages, environments, networks, data bases or any medium containing or hosting public or private data, either password-protected or not; Customer takes full responsibility for its operation of the Company Trial Version.

**3. Unpermitted Uses.** Customer is not permitted (and will not allow any third-parties) to:

- a) alter, adapt, merge, modify, translate, decompile, develop versions, derivative works, reverse engineer, upgrade, improve, or extend, features or functionalities of the Company Trial Version or otherwise derive source code from Company Trial Version, except to the extent Customer may be expressly permitted to decompile under applicable law, if it is essential to do so, in order to achieve interoperability of Company Trial Version with another software program, and Customer has first requested Company to provide the information necessary to achieve such interoperability with at least ninety (90) days advance written notice and Company has not made such information available; Customer may create works based on the Company Activities provided to the Customer in object code form solely by dynamically linking or referencing the Company Activities in the works, and provided that such works based on the Company Activities are only used in conjunction with the Company Platform;
- b) remove or modify any proprietary markings included in the Company Trial Version;
- c) except as otherwise agreed, re-sell, sub-license, assign, transfer, rent, lease, lend or otherwise distribute any license under this Agreement; in respect to Company Activities, Customer may distribute works based only on the Company Activities, developed in accordance with this Agreement, to other third-parties (i) to be used solely in conjunction with the Company Platform, (ii) under terms and conditions that are compatible with this Agreement and that do not grant the third-party more rights with respect to the Company Activities than allowed in the Open Platform Activity License Agreement ("OPALA"), and (iii) by including a complete copy of the OPALA with the distribution. For the avoidance of doubt, any and all recipients of the Company Activities represent a Customer under this Agreement and are subject to the restrictions herein or OPALA.
- d) attempt to gain unauthorized access to any service, account, computer systems or networks;
- e) use of the Company Trial Version in a manner that is inconsistent with the license grant;
- f) export the Company Trial Version, except as authorized by United States or European Union law and the laws of the jurisdiction in which the Company Trial Version was obtained (and by using the Company Trial Version, you represent and warrant that you are not located in any such country or on any such list);
- g) except as otherwise agreed herein, use or modify the Company Trial Version or any of its components to operate in a service bureau, managed service provider or commercial hosting services environment or by combining or incorporating it with other software (including cloud based) to provide services to third parties;
- h) use the Company Trial Version for any purposes prohibited by US, EU or other national or international law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons or any other similar use, including but not limited to aviation navigation or communication systems, life support systems and equipment; or in special risk areas that require error-free, permanent supervision or operation of relevant systems and in which the failure of the software may result in a direct risk for life, body, health or in substantial damages to property or the environment;
- i) use the Company Trial Version to infringe the rights of any other party or violate any laws.

**4. Assignment & Sub-licensing.** Customer may not transfer, distribute in any way, sell, sub-license rent or lease any of the rights granted under this Agreement.

**5. No License Fees.** Company does not charge any fees in connection to the license granted under this Agreement.

**6. Confidentiality Obligations.** Customer is not permitted to use in the Company Trial Version any Confidential Information (including

but not to limited technical information, business methods, personal data, software programs, business information or any other non-public information), including information that is regulated by applicable privacy laws ("Personal Data") and may only use "dummy data" when configuring or testing the Company Trial Version. Company is not liable in any way for a breach of this section by the Customer. Any non-public information provided by Company to Customer under this Agreement (including, but not limited to, the Company Trial Version) represents Confidential Information of Company ("Company CI"). Company CI will remain property of Company. Customer will not disclose it during the Term and thereafter, except to its employees, agents or contractors who need to know the Company CI for purposes of this Agreement and who are under a binding confidentiality agreement with the Customer. Company CI may not be used by Customer for other purposes except as set out in this Agreement.

**7. No Maintenance.** Company will not provide Support services in connection to the Company Trial Version during the term of this Agreement. For the avoidance of any doubt, Company does not undertake a continuous obligation to make available to Customer any versions, upgrades, improvements, developments or extensions of the Company Trial Version.

**8. No Warranties.** To the maximum extent permitted by applicable law, the Company Trial Version is provided "as is", without warranties, conditions, representations or guaranties of any kind, either expressed, implied, statutory or otherwise, including but not limited to, any implied warranties or conditions related to hidden defects, satisfactory quality, fitness for a particular purpose or non-infringement. Company does not warrant the operation of the Company Trial Version components will be uninterrupted or error free. Customer bears the entire risk as to the access, results, quality and performance of the Company Trial Version. Customer further understands and agrees that any test, download to or from, or any access of content through the Company Trial Version, is at its own discretion and risk. No oral or written information or advice given by an Company representative shall create a warranty.

**9. No Liability.** To the maximum extent permitted by applicable law, in no event and under no legal theory shall Company or any other person who has been involved in the creation, production, or delivery of the Company Trial Version be liable to Customer or any other person for any general, direct, indirect, special, incidental, consequential, cover or other damages of any character arising out of this Agreement including but not limited to loss of data (including Development Outputs), loss of profits, loss of assignments, loss of goodwill, failure of the Company Trial Version to operate with any other programs, the use of or inability to use the Company Trial Version, server down time, business interruption, computer failure or malfunction, even if Company has been informed of the possibility of such damages.

**10. Feedback.** Customer may provide to Company feedback including, but not limited to ideas, suggestions and comments, regarding the Company Trial Version or the Company Private Software in particular. Such feedback provided by Customer to Company may refer, without limitation, to usability of the Company Trial Version or Company Private Software, bug reports or test results (collectively, "Feedback"). Company and will be entitled to use the Feedback, in any way and for any purpose. Customer grants Company worldwide, exclusive, perpetual, irrevocable, royalty free, fully paid up rights to (i) make, use, copy, modify, and create derivative of the Feedback and (ii) publicly perform or display, sell, distribute, sub-license the Feedback or any derivative works thereof, as part of any Company product, technology, services, specification or Manuals (individually and collectively, "Company Products"). For the avoidance of doubt, Feedback represents Company CI and Customer will not disclose it in breach of this Agreement.

10.1. Customer acknowledges that Company has no express or implied obligation to:

(A) incorporate or combine the Feedback it receives from Customer with any Company Products, or otherwise use it in any manner;

(B) announce or make available a commercial version of the Company Enterprise Platform or any other Company Product incorporating any Feedback to anyone in the future. Should a commercial version be made available, it may have features or functionality that are different from those found in the Company Trial Version licensed hereunder, and Company, in its own discretion, will establish all terms and conditions regarding such availability.

**11. Indemnity.** Customer agrees to indemnify and hold harmless Company, and its respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of Customer use of the Company Trial Version, including but not limited to Customer violation of this Agreement.

**12. Warranties.** Customer represents and warrants that: (a) it will use the Company Trial Version in strict accordance with this Agreement and with all applicable laws and regulations; (b) has the full right and authority to provide any information (including Confidential Information) for purposes of this Agreement and its operation of the Company Trial Version and to allow Company to use

such information in connection with this Agreement; and (c) none of the content (e.g. Test Data, Development Outputs or any other information) transmitted, uploaded or otherwise distributed by Customer (or any third party acting on Customer behalf) through use of the Company Trial Version will infringe or otherwise conflict with the rights of any third party.

**13. Term & Termination.** This Agreement is effective on the date Customer installs the Company Trial Version ("Effective Date") and shall be effective during the Term. In addition, Company may terminate this Agreement and Customer's access to all or any part of the Company Trial Version, website or service at any time, with or without cause, with or without notice, effective immediately. If Customer wants to terminate this Agreement, Customer may simply discontinue using the Company Trial Version and remove it from its systems. Company can terminate the Company Trial Version access, website or any service immediately as part of a general shut down of Company service.

**14. Governing Law & Disputes.** This Agreement is governed by New York law excluding its conflict of law principles when parties are located in North America ("NA") or by England and Wales law excluding its conflict of law principles when parties are located in any Other Countries ("OC") outside of NA. For any dispute arising out of or relating to this Agreement (if the parties do not reach a settlement within 60 days), the parties consent to personal jurisdiction in, and the exclusive venue of, the courts situated in New York, US, for NA, or London courts, for OC, provided however, Company will have the right to pursue claims against Customer in any other jurisdiction worldwide to enforce its rights under this Agreement.

**15. Entire Agreement.** This Agreement constitutes the entire agreement between Customer and Company with respect to the subject matter of this Agreement and supersedes any prior written or oral agreement between them with respect to such subject matter.

**16. Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable for any reason, any and all other provisions of the Agreement remain in force and shall produce legal effects.

**17. Third Party Licenses.** The Company Platform contains components of other software, including open source, which are the property of their respective owners and are licensed under their respective licenses specified on Third Party Licenses section on Company website, as updated from time to time.

**18. Third Party Providers.** If Customer uses the Company Trial Version in conjunction with third party data, products, services, and platforms, including by not limited to accessing password-protected sites or user-specific content, then Customer is responsible for complying with the terms and conditions required by such third-party providers, and all such use is at Customer's own risk.

**19. Technical Data Use Consent.** Customer agrees that Company and its Affiliates may collect and use technical information gathered, if any, related to the Company Platform. Company may use this information solely to improve the software or to provide customized services or technologies to the Customer and will not disclose