



7-Day Trial Agreement

BY CLICKING THE "I HAVE READ AND AGREED TO THE 7-DAY TRIAL AGREEMENT" BOX, OR USING THE TRIAL SERVICES THAT YOU HAVE SELECTED IN THE ORDERING PROCESS, AS DEFINED BELOW, YOU ARE AGREEING ON BEHALF OF THE COMPANY USING THE TRIAL SERVICES ("COMPANY") THAT COMPANY WILL BE BOUND BY AND IS BECOMING A PARTY TO THIS 7-DAY TRIAL AGREEMENT (THIS "AGREEMENT") AND THAT YOU HAVE THE AUTHORITY TO BIND COMPANY. IF COMPANY DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT SELECT THE "I HAVE READ AND AGREED TO THE 7-DAY TRIAL AGREEMENT" BOX AND DO NOT USE THE TRIAL SERVICES. COMPANY IS NOT AUTHORIZED TO USE THE TRIAL SERVICES UNLESS AND UNTIL IT HAS AGREED TO BE BOUND BY THIS AGREEMENT. THE "EFFECTIVE DATE" FOR THIS AGREEMENT SHALL BE THE DAY YOU CLICK THE "I HAVE READ AND AGREED TO THE 7-DAY TRIAL AGREEMENT" BOX.

IMPORTANT. Company may not access the Trial Services if Company is a direct competitor to SugarCRM Inc. ("Sugar"), a government user or based in an US embargoed country (currently Crimea, Cuba, Iran, North Korea, Syria) or Russia, Ukraine, China, Vietnam (each, a "Restricted Country").

1. Certain Definitions

- 1.1. "Authorized User" means Company's individual employee, contractor or agent Company has authorized to use the Trial Services and who has been given a user identification and password.
- 1.2. "Confidential Information" means the Trial Services and all private, proprietary, or otherwise confidential information disclosed by Sugar to Company that should reasonably have been understood by Company, because of legends or other markings, or the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to Sugar or to a third party.
- 1.3. "Trial Period" means the seven-day period immediately following the Effective Date, unless extended by Sugar in its sole discretion.
- 1.4. "Trial Services" means the Sugar business application suite(s) made available to Company for evaluation hereunder pursuant to the applicable ordering process which is provided as a service on a web-based platform hosted by SugarCRM or a third-party hosting facility designated by SugarCRM.

2. Authorization

- 2.1. Grant. Subject to the terms and conditions of this Agreement, Company will have a personal, non-transferable, non-exclusive, and limited right to use or have access to the Trial Services during the Trial Period solely for the purpose of evaluating the suitability of the Trial Services for Company's use.
- 2.2. Limitations. Company agrees to only allow Authorized Users to access Trial Services and to not share usernames, passwords, or log-in information with other persons or entities. Company is not permitted to allow its affiliates, subsidiaries, sister companies or entities, related entities, parent entities (collectively referred to herein as "Affiliates"), or any other party to use the Trial Services without Sugar's specific prior written consent. Company agrees to notify Sugar in writing immediately upon becoming aware of any unauthorized use of, or access to, the Trial Services or any Authorized User account or password thereof.
- 2.3. General Restrictions. Company may not, and may not cause or permit others to: (a) upload any own data into the Trial instance (the Trial instance will be made available with demo data); (b) perform or disclose any benchmarking, availability or performance testing of the Trial Services; (c) perform or disclose any performance or vulnerability testing of the Trial Services; (d) introduce or subject the Trial Services to any viruses, worms, defects, Trojan horses, time bombs, and other harmful or malicious code, files, scripts, agents, or programs, or any items of a destructive nature; (e) use the Trial Services in any manner that could damage, disable, disrupt, overburden, or impair the integrity or performance of the Trial Services; (f) modify, make derivative works of, reproduce, republish, download, or copy any part of Trial Services; (g) disassemble, decompile or reverse engineer the Trial Services; (h) access or use Trial Services to build or support, directly or indirectly, products or services competitive to Sugar; or (i) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Trial Services to any third party.

3. **Provision of Trial Service; Passwords**. Sugar will provide access to the Trial Services promptly following the Effective Date. The Trial Services are deployed by means of software-as-a-service hosted by Sugar. Company and Authorized Users may access the Trial Services through a combination of usernames and passwords assigned by Sugar. Company shall be entirely responsible for maintaining the confidentiality of the password(s) assigned to Company. Company shall immediately notify Sugar if a password is lost, stolen, disclosed to an unauthorized third party, or has otherwise been compromised. Company shall be solely responsible for any and all activities made under Company's account and will defend, indemnify and hold Sugar harmless from and against all damages, penalties, costs and expenses (including reasonable attorney's fees) incurred by Sugar in connection with any suit, claim or proceeding arising or resulting from Company's failure to comply with the terms of this Section 3.

4. **Nondisclosure**. Company will not disclose or use any Confidential Information except as expressly permitted under this Agreement. Company shall hold all Confidential Information in confidence during the term of this Agreement and for a period of three (3) years after the termination of this Agreement. Company will take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents to third parties who are not subject in writing to the confidentiality obligations of this Section.

5. Warranties; Disclaimers; Limitation of Liability

- 5.1. Company Warranties. Company represents and warrants it will not use the Trial Services or Sugar's (or its suppliers') hosting equipment to which it has access (pursuant to this Agreement) to gain or attempt to gain unauthorized access to other computer systems accessible via the Internet, any other Sugar products or services for which Company has not been expressly authorized to use pursuant to this Agreement, or software or computer systems belonging to others which are also hosted by Sugar (or its suppliers).
- 5.2. Sugar Warranty and Disclaimer. SUGAR PROVIDES THE TRIAL SERVICES, INCLUDING ANY DOCUMENTATION THAT MAY ACCOMPANY THE TRIAL SERVICES, TO COMPANY ON AN "AS IS" BASIS. SUGAR MAKES NO WARRANTY OF ANY KIND,

WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. SUGAR DOES NOT WARRANT THE OPERATION OF THE EVALUATION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

- 5.3. Limitation of Liability. IN NO EVENT WILL SUGAR'S LIABILITY FOR ACTUAL DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE TRIAL SERVICES EXCEED \$100. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, IN NO EVENT WILL SUGAR BE LIABLE FOR ANY LOST PROFITS OR LOST REVENUE OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT, EVEN IF THE SUGAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. The parties agree this Section 5.3 represents a reasonable allocation of risk.

6. Term and Termination

- 6.1. Term; Termination. This Agreement shall commence on the Effective Date and continue until the end of the Trial Period unless terminated earlier as a result of Company's breach of the terms and conditions contained herein or by mutual agreement of the parties. Sugar will have the right, in its sole discretion, to immediately terminate this Agreement without notice if Customer breaches any of its warranties or obligations hereunder, in addition to any other remedies available at law or in equity.
- 6.2. Effect of Termination or Expiration. Upon the expiration or termination of this Agreement for any reason all authorizations granted hereunder automatically revert to Sugar and Company will no longer have access to the Trial Services.
- 6.3. Survival. The provisions of Sections 2.3, 3, 5, 6.2, and 7, shall survive expiration or termination of this Agreement.

7. Miscellaneous

- 7.1. Assignment. Company shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Sugar, which may be withheld in Sugar's sole discretion. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 7.2. Governing Law. This Agreement and any dispute arising from or relating to the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of the State of California USA, without reference to conflicts of laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 7.3. Jurisdiction. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Santa Clara County, California USA. Sugar and Company agree to submit to the jurisdiction of, and agree that venue is proper in, these courts for any legal action or proceeding.
- 7.4. Notices. Notices regarding this Agreement will be in writing and addressed to Company at the email address or mailing address it provides, or, in the case of Sugar, to legal@sugarcrm.com.
- 7.5. Severability; Construing. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions will remain in effect.
- 7.6. Waiver. The waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.
- 7.7. Export Compliance. The Trial Services are subject to certain export control laws and regulations, including those of the United States Government. As may be reasonably necessary for Sugar to comply with such laws, Company agrees to make Company records available to Sugar upon reasonable request to permit Sugar to confirm Company's compliance with its obligations as set forth in this Section. Company will not permit anyone to use the Trial Services who is in any Restricted Country or who is on a U.S. government sanctioned or denied party list. Company represents and warrants it is not named on any U.S. government sanctioned or denied party list.
- 7.8. Entire Agreement. This Agreement represents the entire agreement of the parties concerning the subject matter thereof and is intended to be the final expression of the parties' agreement and intent. This Agreement supersedes all prior and contemporaneous agreements, proposals, requests for proposals (RFP's) or responses thereto, and representations, whether written or oral. The parties hereto agree any terms or conditions stated or referenced in or on a document or documents other than this Agreement that contradict this Agreement are null and void. No amendment or waiver of any provision of the Agreement will be effective unless in writing and signed by both parties.