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ELEMENT ANALYTICS FREE TRIAL SERVICE AGREEMENT

THIS FREE TRIAL SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ELEMENT UNIFY™ FREE TRIAL SERVICE MADE AVAILABLE BY ELEMENT ANALYTICS, INC. BY SIGNING IN SIGNATURE BOX BELOW INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR OTHERWISE USING THE FREE TRIAL SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE FREE TRIAL SERVICE.

You may not access the Free Trial Service if You are an Element direct competitor, except with Our prior written consent. In addition, You may not access the Free Trial Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. Definitions. "Free Trial Service" means the application(s) and/or technology provided under this Agreement to You. Free Trial Service excludes Content and Non-Element Analytics Applications. "Content" means information obtained by Us from Our content licensors or publicly available sources and which may be made available to You through the Free Trial Service, as may be more fully described in the Documentation. "Documentation" means Our online user guides, documentation, and help and training materials, as updated from time to time, and which may be accessible via elementanalytics.com or by login to the applicable infrastructure(s) from which the Free Trial Service otherwise operates. Your use of the Free Trial Service shall be subject to any notice and licensing information in the Documentation as may be applicable to the infrastructure from which it operates and/or the Free Trial Service itself. "Non-Element Analytics Application" means a Web-based or offline software application that is provided by You or a third party and which may interoperate with the Free Trial

Service. "Users" means your employees, consultants or agents who are authorized by You to use the Free Trial Service, and have been supplied user identifications and passwords by You or by Us at Your request. "We," "Us" or "Our" means Element Analytics, Inc. "You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and affiliates of that company or entity.

2. Use of Free Trial Service. We shall use commercially reasonable efforts to make the Free Trial Service and Content available to You subject to the terms of this Agreement and the applicable Documentation. You shall allow only Users to access the Free Trial



Service, and only for the purpose(s) described by Us. The Free Trial Service is for your internal evaluation purposes only, and may be subject to additional terms as communicated to You.

3. Acquisition of Non-Element Analytics Products and Services. The Free Trial Service may contain features designed to interoperate with Non-Element Analytics Applications. To use such features, You may be required to obtain access to Non-Element Analytics Applications from their providers, and may be required to grant Us access to Your account(s) on the Non-Element Analytics Applications. Any acquisition by You of such Non-Element Analytics products or services, and any exchange of data between You and any non-Element Analytics provider, is solely between You and the applicable non-Element Analytics provider. If You install or enable a Non-Element Analytics Application for use with the Free Trial Service, You grant Us permission to allow the provider of that Non-Element Analytics Application to access any data submitted to or collected through the Free Trial Service as required for the interoperation of that Non-Element Analytics Application with the Free Trial Service. We are not responsible for any disclosure, modification or deletion of such data resulting from access by the provider of such Non-Element Analytics Application.

4. Removal of Content and Non-Element Analytics Applications. If We are required by a licensor or any third-party rights holder to remove Content, or receive information that Content provided to You may violate applicable law or third party rights, We may discontinue Your access to such Content through the Free Trial Service. In addition, We may, upon notice to You, require You to discontinue all use of such Content and, to the extent not prohibited by law, promptly remove such Content from its systems. If We receive information that a Non-Element Analytics Application hosted on a Service by You may violate Our External-Facing Service Policy or applicable law or third party rights, We may so notify You and in such event You will promptly disable such Non-Element Analytics Application or modify the Non-Element Analytics Application to resolve the potential violation. If You do not take required action in accordance with the above, We may disable the applicable Content, Free Trial Service and/or Non-Element Analytics Application until the potential violation is resolved. If so requested by Us, You shall certify such deletion and discontinuance of use in writing and We shall be authorized to provide a copy of such certification to any such third party claimant or governmental authority, as applicable.

5. Feedback & Aggregated Data. If reasonably requested by Us, You agree to provide feedback to Us regarding the Free Trial Service, and Element Analytics may use such feedback as set forth in section 11 of this Agreement. We may use the data generated in connection with Your use of the Free Trial Service (e.g., types of web applications utilized); provided, however, in the event We provide such data to third parties, it shall be anonymized and presented in the aggregate so that it cannot be linked specifically to You or any User.

6. Confidentiality. Information that is disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement that is



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identified as confidential or that would reasonably be understood to be confidential based on the nature of the information or the circumstances surrounding its disclosure, is “Confidential Information” of the Disclosing Party. Notwithstanding the foregoing, the Free Trial Service and all information provided or disclosed to You relating to the Free Trial Service is Our Confidential Information. The Receiving Party shall use the same degree of care to protect such Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. Term and Termination. This Agreement shall commence upon Your acceptance and shall remain in effect for the Trial Period set forth below. Each party may terminate this Agreement upon thirty (30) days' notice to the other party.

8. Your Responsibilities. You are responsible for all activities that occur in User accounts and for Users' compliance with this Agreement. You shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Free Trial Service or Content nor make the Free Trial Service or Content available to any third party, other than as expressly permitted by this Agreement; (b) use the Free Trial Service to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (c) use the Free Trial Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (d) use the Free Trial Service to send or store any virus, worm, time bomb, Trojan horse or other harmful or malicious code, file, script, agent or programs; (e) interfere with or disrupt the integrity or performance of the Free Trial Service or the data contained therein; (f) attempt to gain unauthorized access to the Content, the Free Trial Service or its related systems or networks, or permit direct or indirect access to or use of the Free Trial Service or Content in a way that circumvents a contractual usage limit; (g) modify, copy or create derivative works based on the Free Trial Service; (h) modify, copy or create derivative works based on Content except as expressly permitted under this Agreement or the Documentation; (h) frame or mirror any part of the Free Trial



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Service or Content, other than framing on Your own intranets or otherwise for its own internal business purposes; (i) reverse engineer the Free Trial Service (to the extent such restriction is permitted by law); (j) access the Free Trial Service in order to build a competitive product or service; (k) access the Free Trial Service or Content in order to copy any ideas, features, functions or graphics of the Free Trial Service or Content; (l) send or store any data subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards; or (m) otherwise use the Free Trial Service in manner that violates applicable laws. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all information and material submitted to the Free Trial Service by You or by Users or on their behalf, the means by which You acquired such information and material, and the use of such content and data; (ii) to the extent any Documentation imposes restrictions on submission of data to services which operate on the same infrastructure as the Free Trial Service, You shall abide by such restrictions in Your submission of data to the Free Trial Service; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Free Trial Service and Content, and notify Us promptly of any such unauthorized access or use; and (iv) comply with the Documentation (if applicable) and all applicable local, state, federal and foreign laws, and written or electronically provided instructions from Us in using the Free Trial Service and Content; (v) comply with terms of service of Non-Element Analytics Applications with which You use the Free Trial Service or Content.

9. No Warranty. THE FREE TRIAL SERVICE IS PROVIDED "AS-IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Free Trial Service may contain bugs or errors. Any production use of the Free Trial Service is at Your sole risk. You acknowledge that We may discontinue making the Free Trial Service available to You at any time in Our sole discretion, and may never make certain aspects of the Free Trial Service generally available.

10. No Damages. IN NO EVENT SHALL WE HAVE ANY LIABILITY HEREUNDER TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Proprietary Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Free Trial Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein. We shall have a royalty-free, worldwide, irrevocable, sublicensable (through multiple tiers), perpetual license to use and incorporate into the Free Trial Service and/or any of Our other products and services any suggestions,



enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Free Trial Service.

12. Relationship to Other Agreements. This Agreement only grants You a limited right to evaluate the Element Unify™ service. If you wish to purchase a full commercial license to use any of Our products and services, you will be required to enter into a separate agreement with us, including but not limited to the Master Subscription Agreement. In such case, that separate agreement will govern Your access to Our other online services or generally available version of the GA Service, but will not govern Your access to the Free Trial Service, and this Agreement will govern Your access to the Free Trial Service but not Your access to Our other online services or any generally available versions of the GA Service.

13. General Provisions. You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. Each party hereby consents to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California to adjudicate any dispute arising out of or relating to this Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

14. Trial Period. The Trial Period shall be indefinite.