

Firmex Virtual Data Room Trial Agreement (“Trial”)

TERM & TERMINATION: Firmex Inc. and its affiliates (“Firmex”) will make the Firmex Virtual Data Room (“Trial Services”) available to the customer, along with its affiliates, clients and its users (“Users”) (together “Customer”) at no cost as a one-time promotional offering for 14 days, which will automatically renew for successive periods unless Firmex notifies Customer, in writing, of its intent to terminate. Firmex may terminate this Trial and discontinue Customer access to the Trial Services at any time for any reason in its sole discretion. Firmex has no obligation to retain Customer’s Content (defined below). Firmex retains the right to deregister any User from the Trial Services upon request of the employer of such User.

OWNERSHIP: Customer will retain all ownership and intellectual property rights in content uploaded to the Trial Services (“Content”). Firmex will retain ownership in all other intellectual property related to the Trial Services (“Firmex’s IP”).

CONFIDENTIALITY: The Content and Firmex’s IP shall be held in confidence and both parties shall take reasonable steps to ensure neither are disclosed to third parties without the other party’s consent. The obligations of this paragraph survive termination of this Trial in perpetuity. This Trial expressly supersedes and replaces in its entirety any non-disclosure agreement executed by Firmex arising out of or in connection with this Trial.

DATA SHARING: The Trial Services includes the capability for Customer to share transaction data that may be subject to either: (a) a confidentiality agreement between Customer and a third party, or (b) services agreement between Firmex and a third party (“Third-Party Content”). Customer acknowledges and agrees: (a) Users will have access provided by Customer (including to view, download and query the Third-Party Content) and it is Customer’s sole responsibility to evaluate risks related to sharing Third-Party Content with Users; and (b) Firmex has no control over, and no liability for, any acts or omissions of any User with respect to Third Party Content.

USE LIMITS: Customer agrees to only use Trial Services for the sole purpose of evaluating its features and functionality. Not limiting the generality of the forgoing, Customer shall not use Trial Services for the purpose of: (1) managing and distributing Content in connection with an actual or proposed merger, acquisition, joint venture or other transaction involving the sale or exchange of assets or voting securities; (2) making accessible to third party bidders/merger parties or their representatives for purposes of due diligence or otherwise; or (3) for making available or distributing Content within your organization. Customer agrees to enter into an Order Form (“Order”) prior to making available or distributing Content to other Users as prohibited under this Section. In the event Customer does not sign an Order and breaches this clause, Firmex may invoice Customer for all Content at its standard rate.

REPRESENTATIONS & WARRANTIES: Customer represent that: (a) Customer has the full power and authority to enter into and perform its obligations under this Trial; (b) it will use the Trial Services in compliance with all applicable laws and in accordance with Firmex’s [Terms of Use](#) and [Privacy Notice](#), which are hereby incorporated into this Trial; (c) it has obtained all permissions and consent required by law necessary to transfer the Content so that Firmex may lawfully use and process in accordance with this Trial; and (d) it has delegated authority to its advisors in providing instructions in connection with the Trial Services. EXCEPT AS EXPRESSLY STATED IN THIS TRIAL, THE SERVICES ARE PROVIDED AS-IS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES.

SCHEDULED MAINTENANCE. Firmex performs periodic maintenance on the Trial Services for system upgrades, maintenance, and backup procedures (“Scheduled Maintenance”). Firmex reserves the right to update and modify the Trial Services.

LIMITATION OF LIABILITY: NO EVENT WILL FIRMEX BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THIS TRIAL OR THE USE OF THE TRIAL SERVICES, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, AND EVEN IF FIRMEX OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The limitations of damages set forth above are a fundamental element of the bargain between Firmex and Customer.

GOVERNING LAW: This Agreement will be construed and enforced in accordance with the laws of the State of Delaware without regard to conflicts of laws provisions thereof, and without regard the Uniform Computer Information Transactions Act (UCITA) or the United Nations Convention on Contracts for the International Sale of Goods (CISG). The jurisdiction and venue for actions related to the subject matter hereof will be the Supreme Court of the State of New York in Erie County or in the District Court of the United States in the Western District of New York and both parties hereby submit to the personal jurisdiction of such courts.

MISCELLANEOUS: Clicking “Accept” and using the Trial Services constitutes acceptance of this Trial. This Trial represents the entire agreement between Customer and Firmex in regard to the Trial Services and supersedes any prior or contemporaneous agreements or representations, written or oral, regarding such Trial Services. Any amendments must be in writing upon mutual consent. Customer may not assign this Trial without Firmex’s written consent. If the parties subsequently enter into a Order for the purpose of providing services related to the Trial Services, that Order will then replace and supersede this Trial.