



DEEPDI TRIAL PERIOD SOFTWARE DEMONSTRATION LICENSE AGREEMENT

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Acceptance

14. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on installation of the Software.

User Support

15. No user support or maintenance is provided as part of this Agreement.

Term

16. The term of this Agreement will begin on Acceptance and will continue for a period of 30 days. At the end of the term of this Agreement the Licensee must destroy all copies of the Software in their possession.

Termination

17. You may terminate this Demonstration License at any time (i) by destroying all copies of Demonstration Software and related documentation and purging same from memory devices (this is required at the termination of this Demonstration License). Your license to the Demonstration Software automatically terminates if you fail to comply with the terms of this Demonstration License. Upon termination of this Demonstration License, all licenses granted in Section 1 through 7 will terminate and you are required to stop using the Demonstration Software and delete all copies in your possession or control. The following provisions will survive termination of this Demonstration License: (i) Sections 10 through 13; and (ii) any other provision of this Demonstration License that must survive termination to fulfill its essential purpose.

Force Majeure

18. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

Governing Law

19. The Parties to this Agreement submit to the jurisdiction of the courts of the State of California for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of California.



Miscellaneous

20. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.
21. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
22. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
23. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
24. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
25. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

Notices

26. All notices to the Vendor under this Agreement are to be provided at the following address:
Deepbits Technology Inc.: 3499 Tenth Street, Riverside, CA 92501