

DUE PROCESS SOLUTIONS, INC.
30 DAY FREE TRIAL AGREEMENT - TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS WILL GOVERN YOUR USE OF OUR PRODUCT DURING YOUR FREE TRIAL. BY ACCEPTING THIS AGREEMENT YOU AGREE TO THE TERMS AND CONDITIONS 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. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU DO NOT HAVE SUCH AUTHORITY YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PRODUCT.

1. Free Trial. Product will be made available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period, or (b) the start date of any purchased licenses ordered by you. Any data you enter and any customizations made will be permanently lost unless you purchase a license or export your data before the end of the trial period.
2. Consent to Salesnet Standard Terms. By entering into the Agreement, Customer hereby acknowledges and agrees that Customer has consented to and agreed with the Salesnet Standard Terms set forth in the following link: https://app1.salesnet.com/sn_support/other/SalesnetTerms20111101_v2.1.pdf, such terms are hereby incorporated by reference into the Agreement. [Customer further acknowledges that Customer has chosen to grant Company explicit consent to access Customer's instance for the express purpose of providing troubleshooting or operational assistance with respect to the Software.]
3. Restrictions on Use. Customer may use the Software only to process Customer's data or data of Customer's "Affiliates." An "Affiliate" is an entity that is "Controlled By" Customer and which has its own set of accounting records. "Controlled By" means ownership of at least 50% of the voting shares. The Software may not be used to process the data of any other entity.
4. Ownership of Software. Company retains ownership of the Software and accompanying documentation and all rights not specifically granted to Customer. Customer may not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Software, except and only to the extent that it is expressly permitted by Company or by applicable law notwithstanding this limitation. Additionally and not in limitation of any rights, Company retains ownership of and Customer hereby assigns, set overs and releases any ownership and other proprietary rights to Company to any customizations and ongoing support of the customizations that may be developed from any source and by whomever created during the term of the Agreement.
5. Legal Disclaimer. Customer acknowledges and agrees that although Company has gone to great lengths to make sure the information contained in the Software is accurate and useful, forms change without notice and Company therefore cannot guarantee the accuracy of the legal information contained in the Software. Furthermore, the Software has been designed such that Customer has the ability to edit the Software as changes are made to applicable forms and procedures. Accordingly, Customer hereby acknowledges and agrees that: (i) the Software License and Services provided by Company is not intended to provide legal advice; (ii) Customer has all governmental licenses required to use the Software as intended; (iii) if Customer is seeking legal advice regarding any questions on statutes, rules or the legal process, Customer is advised to speak with an attorney; (iv) the Software License and Services provided by Company do not provide Customer with advice or recommendations of any kind; and (v) the information and forms available through the Software is all available on the internet and in the public domain and it is Customer's obligation to ensure that the information is up to date and accurate.
6. Assignment. Customer may not assign its rights under the Agreement without the written approval of Company. Company may assign its rights under the Agreement to SFA Strategies, LLC (DBA Salesnet) at any time without requiring Customer's consent.
7. Applicable Law; Jurisdiction. The Customer Service Agreement and any ancillary documents thereto are governed by the laws of the State of Massachusetts and, in respect of any dispute, which may arise hereunder; Customer consents to the jurisdiction of the federal and state courts sitting in Suffolk County, Massachusetts.
8. Limitation on Liability. Notwithstanding any damages that Customer might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), Company's entire liability under any provision of the Agreement and Customer's exclusive remedy for all of the foregoing will be limited to the amount actually paid by Customer for the License Fees and Consulting Fees. The foregoing limitations, exclusions and disclaimers will apply to the maximum extent permitted by applicable law, even if the remedy fails its essential purpose.