



Nimmetry Inc Trial Terms

IMPORTANT

This Agreement is a legally binding contract between you (either an individual or an entity accepting this Agreement) “Customer” and “Nimmetry Inc ”. Nimmetry Inc means Nimmetry Inc., registered in Delaware, United States; Nimmetry Inc reserves all rights not expressly granted to you in this Agreement.

ACCEPTANCE: Please read these terms carefully before completing the installation process and using “Nimmetry Software Trial Version”. By installing and using Nimmetry Software Trial Version, you accept and agree to the terms of this Agreement including, without limitation, Nimmetry Software Terms of Use available here: <http://www.nimmetry.com/legal>.

1. DEFINITIONS

- 1.1. "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in computer software, and any other intellectual property rights or rights of a similar nature.
- 1.2. "Improvements" means all versions, updates, corrections, improvements, developments, modifications, variations, derivative works or extensions of feature sets of any of the Nimmetry Software components or of any software referenced herein, created or acquired by Nimmetry Inc; "Nimmetry Software Trial Version" means the suite of software component and other software, made available or published by Nimmetry Inc and licensed to Customer under this Agreement, including Manuals, together with all Improvements.
- 1.3. "Nimmetry Software Trial Version" means the Nimmetry Software Platform provided to Customer to be used for evaluation and testing purposes, in a non-production environment. If identified expressly in the Evaluation License Form or any other ordering documents agreed by the Parties, any Nimmetry Inc Software therein will be deemed part of the Nimmetry Software Trial Version; any reference to the Nimmetry Software Trial Version in this Agreement will include the Nimmetry Inc Software, unless expressly stated otherwise.
- 1.4. "Nimmetry Inc Software" means any software feature, functionality, derivative work, development or component of the Nimmetry Software Platform, which has not been made generally publicly available.
- 1.5. "Manuals" means the Activities Guide available on Nimmetry website; the Manuals for the Nimmetry Inc Software may also include any other user manuals, help files, written examples, release notes or similar Nimmetry Inc documentation expressly notified to Customer for the use of the Nimmetry Inc Software; "Term" means (i) 60 calendar days from the date the Nimmetry Software Trial Version is installed; or (ii) any period of time permitted by Nimmetry Inc in its sole discretion.

2. DETAILS

- 2.1. **License Grant:** Nimmetry Inc grants to Customer a limited, non-exclusive right to the Nimmetry Software Trial Version in machine-executable form during the Term, to use its modules and features only for evaluation purposes, with the express exclusion of any commercial, production or any other purpose. Subject to this license, Customer may create any outputs, including but not limited to any software programs, artifacts, charts or workflow diagrams (collectively "Development Outputs"), test and execute them in



non-production environments. Customer retains all rights, including all Intellectual Property Rights, in the Development Outputs resulting from Customer's use of the Nimmetry Software Trial Version, in accordance with this Agreement.

2.2. Responsibility: Customers accessing the Nimmetry Software Trial Version for testing purposes are responsible for maintaining the security of the account and data. Customer is fully and solely responsible for all activities that occur under the Customer account. Customer acknowledges and agrees that the Nimmetry Software Trial Version are accessed, operated and used directly by Customer or by a third-party acting on Customer's behalf for Customer's benefit and Customer is responsible for any such third-party's acts and omissions. During the operation of the Nimmetry Software Trial Version, Customer may execute Development Outputs or may initiate web sites, pages, environments, networks, databases or any medium containing or hosting public or private data, either password-protected or not; Customer takes full responsibility for its operation of the Nimmetry Software Trial Version.

2.3. Unpermitted Uses: Customer is not permitted (and will not allow any third-parties) to:

2.3.1. alter, adapt, merge, modify, translate, decompile, develop versions, derivative works, reverse engineer, upgrade, improve, or extend, features or functionalities of the Nimmetry Software Trial Version or otherwise derive source code from Nimmetry Software Trial Version, except to the extent Customer may be expressly permitted to decompile under applicable law, if it is essential to do so, in order to achieve interoperability of Nimmetry Software Trial Version with another software program, and Customer has first requested Nimmetry Inc to provide the information necessary to achieve such interoperability with at least ninety (90) days advance written notice and Nimmetry Inc has not made such information available; Customer may create works based on the Nimmetry Inc Activities provided to the Customer in object code form solely by dynamically linking or referencing the Nimmetry Inc Activities in the works, and provided that such works based on the Nimmetry Inc Activities are only used in conjunction with the Nimmetry Software Platform.

2.3.2. remove or modify any proprietary markings included in the Nimmetry Software Trial Version.

2.3.3. except as otherwise agreed, re-sell, sub-license, assign, transfer, rent, lease, lend or otherwise distribute any license under this Agreement; in respect to Nimmetry Inc Activities, Customer may distribute works based only on the Nimmetry Inc Activities, developed in accordance with this Agreement, to other third-parties (i) to be used solely in conjunction with the Nimmetry Software Platform, (ii) under terms and conditions that are compatible with this Agreement and that do not grant the third-party more rights with respect to the Nimmetry Inc Activities than allowed in the Open Platform Activity License Agreement ("OPALA"), and (iii) by including a complete copy of the OPALA with the distribution. For the avoidance of doubt, any and all recipients of the Nimmetry Inc Activities represent a Customer under this Agreement and are subject to the restrictions herein or OPALA.

2.3.4. attempt to gain unauthorized access to any service, account, computer systems or networks;

2.3.5. use of the Nimmetry Software Trial Version in a manner that is inconsistent with the license grant;

2.3.6. export the Nimmetry Software Trial Version, except as authorized by the United States or European Union law and the laws of the jurisdiction in which the Nimmetry Software Trial Version was obtained (and by using the Nimmetry Software Trial Version, you represent and warrant that you are not located in any such country or on any such list);

2.3.7. except as otherwise agreed herein, use or modify the Nimmetry Software Trial Version or any of its components to operate in a service bureau, managed service provider or commercial hosting services environment or by combining or incorporating it with other software (including cloud based) to provide services to third parties;



2.3.8. use the Nimmetry Software Trial Version for any purposes prohibited by US, EU or other national or international law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons or any other similar use, including but not limited to aviation navigation or communication systems, life support systems and equipment; permanent supervision or operation of relevant systems and in which the failure of the software may result in a direct risk for life, body, health or in substantial damage to property or the environment;

2.3.9. use the Nimmetry Software Trial Version to infringe the rights of any other party or violate any laws.

2.4. Assignment & Sub-licensing: Customer may not transfer, distribute in any way, sell, sub-license rent or lease any of the rights granted under this Agreement.

2.5. No License Fees: Nimmetry Inc does not charge any fees in connection to the license granted under this Agreement.

2.6. Confidentiality Obligations: Customer is not permitted to use in the Nimmetry Software Trial Version any Confidential Information (including but not limited to technical information, business methods, personal data, software programs, business information or any other non-public information), including information that is regulated by applicable privacy laws ("Personal Data") and may only use "dummy data" when configuring or testing the Nimmetry Software Trial Version. Nimmetry Inc is not liable in any way for a breach of this section by the Customer. Any non-public information provided by Nimmetry Inc to Customer under this Agreement (including, but not limited to, the Nimmetry Inc Trial Version) represents Confidential Information of Nimmetry Inc ("Nimmetry Inc CI"). Nimmetry Inc CI will remain property of Nimmetry Inc. Customer will not disclose it during the Term and thereafter, except to its employees, agents or contractors who need to know the Nimmetry CI for purposes of this Agreement and who are under a binding confidentiality agreement with the Customer. Nimmetry Inc CI may not be used by Customer for other purposes except as set out in this Agreement.

2.7. No Maintenance: Nimmetry Inc will not provide Support services in connection to the Nimmetry Software Trial Version during the term of this Agreement. For the avoidance of any doubt, Nimmetry Inc does not undertake a continuous obligation to make available to Customer any versions, upgrades, improvements, developments or extensions of the Nimmetry Software Trial Version.

2.8. No Warranties: To the maximum extent permitted by applicable law, the Nimmetry Software Trial Version is provided "as is" and without warranties, conditions, representations or guaranties of any kind, either expressed, implied, statutory or otherwise, including but not limited to, any implied warranties or conditions related to hidden defects, satisfactory quality, fitness for a particular purpose or non-infringement. Nimmetry Inc does not warrant the operation of the Nimmetry Software Trial Version components will be uninterrupted or error free. Customer bears the entire risk as to the access, results, quality and performance of the Nimmetry Software Trial Version. Customer further understands and agrees that any test, download to or from, or any access of content through the Nimmetry Software Trial Version, is at its own discretion and risk. No oral or written information or advice given by an Nimmetry Inc representative shall create a warranty.

2.9. No Liability: To the maximum extent permitted by applicable law, in no event and under no legal theory shall Nimmetry Inc or any other person who has been involved in the creation, production, or delivery of the Nimmetry Software Trial Version be liable to Customer or any other person for any general, direct, indirect, special, incidental, consequential, cover or other damages of any character arising out of this Agreement including but not limited to loss of data (including Development Outputs), loss of profits, loss of assignments, loss of goodwill, failure of the Nimmetry Software Trial Version to operate with any other programs, the use of or inability to use the Nimmetry Software Trial Version, server down time, business interruption, computer failure or malfunction, even if Nimmetry Inc has been informed of the possibility of such damages.



- 2.10. **Feedback** : Customer may provide to Nimmetry Inc feedback including, but not limited to ideas, suggestions and comments, regarding the Nimmetry Software Trial Version or the Nimmetry Inc Software in particular. Such feedback provided by Customer to Nimmetry Inc may refer, without limitation, to usability of the Nimmetry Software Trial Version or Nimmetry Inc Software, bug reports or test results (collectively, "Feedback"). Nimmetry Inc and will be entitled to use the Feedback, in any way and for any purpose. Customer grants Nimmetry Inc worldwide, exclusive, perpetual, irrevocable, royalty free, fully paid up rights to (i) make, use, copy, modify, and create derivative of the Feedback and (ii) publicly perform or display, sell, distribute, sub-license the Feedback or any derivative works thereof, as part of any Nimmetry Inc product, technology, services, specification or Manuals (individually and collectively, "Nimmetry Inc Products"). For the avoidance of doubt, Feedback represents Nimmetry Inc CI and Customer will not disclose it in breach of this Agreement.
- 2.10.1. Customer acknowledges that Nimmetry Inc has no express or implied obligation to: (A) incorporate or combine the Feedback it receives from Customer with any Nimmetry Inc Products, or otherwise use it in any manner; (B) announce or make available a commercial version of the Nimmetry Software Platform or any other Nimmetry Inc Product incorporating any Feedback to anyone in the future. Should a commercial version be made available, it may have features or functionality that are different from those found in the Nimmetry Software Trial Version licensed hereunder, and Nimmetry Inc, in its own discretion, will establish all terms and conditions regarding such availability.
- 2.11. **Indemnity** : Customer agrees to indemnify and hold harmless Nimmetry Inc, and its respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of Customer use of the Nimmetry Software Trial Version, including but not limited to Customer violation of this Agreement.
- 2.12. **Warranties** : Customer represents and warrants that: (a) it will use the Nimmetry Software Trial Version in strict accordance with this Agreement and with all applicable laws and regulations; (b) has the full right and authority to provide any information (including Confidential Information) for purposes of this Agreement and its operation of the Nimmetry Software Trial Version and to allow Nimmetry Inc to use such information in connection with this Agreement; and (c) none of the content (e.g. Test Data, Development Outputs or any other information) transmitted, uploaded or otherwise distributed by Customer (or any third party acting on Customer behalf) through the use of the Nimmetry Software Trial Version will infringe or otherwise conflict with the rights of any third party.
- 2.13. **Term & Termination** : This Agreement is effective on the date Customer installs the Nimmetry Software Trial Version ("Effective Date") and shall be effective during the Term. In addition, Nimmetry Inc may terminate this Agreement and Customer's access to all or any part of the Nimmetry Software Trial Version, website or service at any time, with or without cause, with or without notice, effective immediately. If Customer wants to terminate this Agreement, Customer may simply discontinue using the Nimmetry Software Trial Version and remove it from its systems. Nimmetry Inc can terminate the Nimmetry Software Trial Version access, website.
- 2.14. **Governing Law & Disputes** : This Agreement is governed by California law, excluding its conflict of law principles when parties are located in North America ("NA"). For any dispute arising out of or relating to this Agreement (if the parties do not reach a settlement within 60 days), the parties consent to personal jurisdiction, and the exclusive venue of, the courts situated in California, US, for NA, provided however, Nimmetry Inc will have the right to pursue claims against Customer in any other jurisdiction worldwide to enforce its rights under this Agreement.



- 2.15. **Entire Agreement** : This Agreement constitutes the entire agreement between Customer and Nimmetry Inc with respect to the subject matter of this Agreement and supersedes any prior written or oral agreement between them with respect to such subject matter.
- 2.16. **Severability** : If any provision of this Agreement is or becomes illegal, invalid or unenforceable for any reason, any and all other provisions of the Agreement remain in force and shall produce legal effects.
- 2.17. **Third Party Licenses** : The Nimmetry Software Platform contains components of other software, including open source, which are the property of their respective owners and are licensed under their respective licenses specified on Third Party Licenses section on Nimmetry Inc website, as updated from time to time.
- 2.18. **Third Party Providers**: If Customer uses the Nimmetry Software Trial Version in conjunction with third party data, products, services, and platforms, including by not limited to accessing password-protected sites or user-specific content, then the Customer is responsible for complying with the terms and conditions required by such third-party providers, and all such use is at Customer's own risk.
- 2.19. **Technical Data Use Consent** : Customer agrees that Nimmetry Inc and its Affiliates may collect and use technical information gathered, if any, related to the Nimmetry Platform. Nimmetry Inc may use this information solely to improve the software or to provide customized services or technologies to the Customer and will not disclose this information in a form that personally identifies the Customer.