

## TRIAL TERMS OF USE

### 1. INTRODUCTION TO THE TRIAL

1.1 **Permission:** THESE TERMS AND CONDITIONS (the "**Trial Terms of Use**"), the Order, and related documents govern Customer's access to Tricent's Services for the purpose of evaluating Tricent's Services during the Trial Period (collectively the "**Trial Agreement**").

1.2 **Definitions:** The capitalized terms used herein shall have the meanings given to them or as otherwise set forth in the Trial Agreement:

"**Order**" means the ordering document(s) between Tricent and Customer, under which Customer agrees to a Trial or purchase Subscriptions to Tricent's Services. An Order may be a written, e.g., order form, or an electronic agreement, and may also include online forms, or the act that Customer signs up new users for Tricent's Services, or terms that have been "accepted" or "agreed" by Customer.

"**Party or Parties**" means either Customer or Tricent, or collectively Customer and Tricent together.

"**Subscription(s)**" means the Subscription(s) to Tricent's Services or as identified on the applicable Order.

"**Subscription Fee(s)**" means, collectively, all fees due and payable from Customer, or its affiliated, to Tricent for the use of Tricent's Services pursuant to the Order.

"**Trial**" means Customer's access to Tricent's Services for the purpose of evaluating Tricent's Services.

"**Trial Period**" means the duration of the Trial, as defined in the Order.

"**Tricent's Services**" means Tricent's cloud-based platform (SaaS) to monitor, analyze, manage, and mitigate internal and external data shared with cloud-based storage and content providers.

### 2. USE

2.1 **License Agreement:** The Trial and Tricent's Services is owned by Tricent, and is

copyrighted and licensed, not sold. Tricent hereby grants to Customer a limited, non-exclusive, non-assignable, non-transferable, revocable worldwide license to use Tricent's Services to the extent of the access provided during the Trial Period of this Trial Agreement solely for the purposes of performing the Trial in accordance herewith.

2.2 **Use:** The license to the Trial is intended to provide Customer with an opportunity to evaluate Tricent's Services during the Trial Period. As such, Customer may not: (a) use, merge, copy, or transfer the Trial or Tricent's Services; (b) reverse assemble, reverse compile, or otherwise translate the Trial or Tricent's Services; or (c) sublicense, rent, or lease the Trial or Tricent's Services.

### 3. WARRANTY

3.1 **Disclaimer:** Tricent does not warrant that the Trial or Tricent's Services will be uninterrupted, or error free, nor does it make any warranty as to the results that may be obtained from use of the Trial or Tricent's Services. The Trial and Tricent's Services are provided "**AS IS**," "**WITH ALL FAULTS**" and "**AS AVAILABLE**," and Tricent disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and noninfringement. Customer acknowledges that computer and telecommunications systems are not fault-free and occasional periods of downtime occur.

### 4. LIMITATION OF LIABILITY

4.1 **Limitation:** In no event will Tricent be liable for any consequential, indirect, exemplary, special or incidental damages, **[including any lost data and lost profits]**, arising from or relating to the Trial Agreement. Tricent's total cumulative liability in connection with the Trial Agreement whether in contract, tort, negligence or otherwise, will not exceed the amount of fees paid, if any, to Tricent by Customer under the Trial Period, except for liability for claims that cannot be limited by law

## 5. PRIVACY

**5.1 Data Privacy:** Each Party shall comply with the applicable set of data protection laws which applies. Tricent may collect information for the purpose of providing the Trial. Tricent has created a privacy policy. The privacy policy is meant to help the Customer understand what information is being collected, why Tricent is collecting it, and how Customer may export, and delete its information. The privacy policy may be found at: [tricent.com/legal](https://tricent.com/legal).

**5.2 Data processing:** If personal data is being processed during the Trial, the Parties agree that Tricent is a data processor and Customer is a data controller. Tricent will process the data in accordance with Tricent's data processing agreement, which may be found at: [tricent.com/legal](https://tricent.com/legal).

## 6. CANCELLATION

**6.1 Customer's Cancellation.** Customer may cancel the Trial any time prior to the expiration of the Trial Period by notifying Tricent in writing no later than on the last day of the Trial Period, and if Customer does not cancel, the Trial will convert to a paid Subscription in accordance with 7.1.

**6.2 Tricent's Cancellation.** Tricent may terminate Customer's access to the Trial and related license, with one (1) day notice at any time.

**6.3 Effect of Cancellation.** Upon cancellation or expiration of the Trial, Customer's license to the Trial and Tricent's Services will be revoked and Customer shall immediately cease using Tricent's Services and the Trial.

## 7. CONVERSION TO A PAID SUBSCRIPTION

**7.1 Subscription:** CUSTOMER AGREES AND ACKNOWLEDGES, THAT UNLESS CUSTOMER CANCELS THE TRIAL DURING THE TRIAL PERIOD BY NOTIFYING TRICENT IN WRITING NO LATER THAN ON THE LAST DAY OF THE TRIAL PERIOD BY WAY OF WRITTEN NOTICE TO TRICENT, THE SUBSCRIPTION FEE(S) LISTED IN THE ORDER WILL BE CHARGED, AND TRICENT'S TERMS OF USE LISTED IN THE ORDER WILL APPLY TO CUSTOMER'S

SUBSCRIPTION(S) AND ACCESS AND USE OF TRICENT'S SERVICES. TRICENT'S TERMS OF USE PROVIDED IN THE ORDER IS ALSO AVAILABLE AT: [tricent.com/legal](https://tricent.com/legal).

## 8. GENERAL PROVISIONS

**8.1 Survival and severability.** All provisions that by their nature should normally survive termination shall survive any cancellation or expiration of the Trial, and if any provisions of the Trial Agreement be found by a court with competent jurisdiction to be illegal or unenforceable, such provision(s) shall be automatically made to conform to the minimum requirements of law and all other provisions shall remain in full force and effect, provided that any such modification is consistent with the purposes and objectives of the Trial Agreement and does not impose upon either Party any obligation that is greater or less than the obligation that would have been imposed by the invalidated or modified provisions.

**8.2 Governing Law:** The laws of the Kingdom of Denmark shall apply to the Trial Agreement, without recourse to the conflict of law principles.

**8.3 Arbitration:** Any dispute arising out of or in connection with the Trial Agreement, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The number of arbitrators shall be one (1) arbitrator appointed in accordance with said Rules. The language to be used in the arbitral proceedings shall be English as all documents shall be in the English language. The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.