SINGLESTORE TRIAL USE AGREEMENT

BY ACCEPTING THIS TRIAL USE AGREEMENT (THE “AGREEMENT”) (i) THROUGH AN ORDERING DOCUMENT/FORM THAT INCORPORATES THIS AGREEMENT, OR (ii) BY INDICATING YOUR ACCEPTANCE BY CLICKING “I AGREE” AS PART OF DOWNLOADING THE SOFTWARE OR THE LICENSE KEY FOR THE SOFTWARE, YOU AGREE TO FOLLOW AND BE BOUND BY 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 TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, “LICENSEE” AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY.

1. License Grant. Subject to all the terms and conditions of this Agreement, SINGLESTORE, Inc. (“SINGLESTORE”) grants to Licensee a personal, royalty-free, non-sublicensable, nontransferable, nonexclusive license (the “License”) to install and use the SINGLESTORE Technology (as hereafter defined) in order to test its performance and functions in the manner specified herein as part of SINGLESTORE’s trial use project (the “Trial Project”). “Use” means that Licensee may install on computers owned or controlled by Licensee (or in a hosted environment owned or operated by Licensee), run, access or otherwise interact with one or more instances of the SINGLESTORE Software in accordance with accompanying documentation, by up to the Trial Capacity Limits and the Trial Use Period listed below (or otherwise set forth in an Order) for the Software type listed below and for which SINGLESTORE provides license keys. SINGLESTORE Software and documentation will be delivered electronically from SINGLESTORE’s FTP site.

SingleStoreDB:
Trial Capacity Limits: SEE ORDER FORM.
Trial Use Period: SEE ORDER FORM
SingleStore Managed Service:
Trial Capacity Limits: SEE ORDER FORM
Trial Use Period: SEE ORDER FORM

2. Testing. Licensee agrees to test and evaluate the Software as instructed by SINGLESTORE. Licensee agrees to install the SINGLESTORE Technology (provided by SINGLESTORE) upon commencement of the Trial Project. Licensee will promptly report to SINGLESTORE any problems or defects encountered in the SINGLESTORE Technology at all times during the Trial Project.

3. License Restrictions. Licensee agrees to use the SINGLESTORE Technology only in the ordinary course of testing and evaluating the SINGLESTORE Technology, and except as expressly permitted herein, shall not reproduce, distribute, deploy, publicly display or modify the SINGLESTORE Technology or any portion thereof. Except to the extent that the following restriction is prohibited by applicable law, Licensee shall not, directly or indirectly, and shall not authorize any person, to (i) decompile, disassemble, reverse engineer or attempt to reconstruct or discover any source code, algorithms, architecture or other elements of; (ii) translate, adapt, or modify; (iii) write or develop any program based upon; (iv) use for service bureau’ purposes; (v) sell, sublicense, transfer, or otherwise assign or grant to third party any rights in; (vi) allow access to unauthorized persons to; or (vii) otherwise use except as expressly permitted hereunder, in each case of (i) – (vii), the SINGLESTORE Software (other than Third Party Materials), Documentation, and SINGLESTORE’s Proprietary Information, as applicable (collectively, “SINGLESTORE Technology”). You may perform industry standard benchmarks, comparative tests or evaluations (each, a “Performance Report”) of the SINGLESTORE Technology. If you perform or disclose, or direct or permit any third party to perform or disclose, any Performance Report of any of the SINGLESTORE Technology, you (i) will include in any disclosure, and will disclose to us, all information necessary to replicate such Performance Report and the data from the Performance Report, and (ii) agree that we may perform and disclose the results of the Performance Report of your products or services, irrespective of any restrictions on Performance Report.

4. Ownership. Except as expressly licensed in Section 1 above, as between the parties, SINGLESTORE shall own all right, title and interest in and to the SINGLESTORE Technology and any intellectual property rights embodied therein. The SINGLESTORE Technology is and contains trade secrets, proprietary rights and other intellectual property of SINGLESTORE. Licensee must retain all proprietary, copyright and other attribution legends on all copies of the SINGLESTORE Technology.

5. Confidentiality. Licensee shall maintain the confidentiality of the Software, and shall not disclose any aspect of the Trial Project, including that the SINGLESTORE Technology is being tested, or any aspect of the testing or evaluation performed by Licensee (including the fact that Licensee is a participant in the Trial Project) under this Agreement.

20220101
Trial Use Agreement

Licensee acknowledges that, in the course of using the Software and performing the duties under this Agreement, Licensee may obtain or develop information relating to the Software or SINGLESTORE proprietary information ("Proprietary Information"), including, but not limited to, technology, software code, know-how, ideas, testing procedures, structure, interfaces, documentation, problem reports, development schedule, analysis and performance information, and other technical, business, product, marketing and financial information, plans and data. During and after the term of this Agreement, Licensee shall hold in confidence and protect, and shall not use (except as expressly authorized by this Agreement) or disclose, Proprietary Information, unless such Proprietary Information becomes part of the public domain without breach of this Agreement by Licensee. Licensee acknowledges and agrees that due to the unique nature of SINGLESTORE’s Proprietary Information, there can be no adequate remedy at law for any breach of Licensee obligations under this Agreement, that any such breach may allow Licensee or third parties to unfairly compete with SINGLESTORE resulting in irreparable harm to SINGLESTORE, and therefore, that upon any such breach or threat thereof, SINGLESTORE shall be entitled to injunctions without the requirement to post bond and other appropriate equitable relief in addition to whatever remedies it may have at law.

6. Evaluation. Any results of the testing or evaluation of the Software, including without limitation any feedback, usage data or suggestions which Licensee may provide SINGLESTORE (the “Feedback”) shall be deemed Proprietary Information of SINGLESTORE and Licensee agrees that SINGLESTORE shall have the right to use the Feedback in any manner and for any purpose. Licensee agrees that SINGLESTORE shall own, and Licensee hereby assigns to SINGLESTORE, any and all right, title and interest in and to the Feedback and Usage Data.

7. Data Security and Storage. As part of the Trial Project, Licensee may be able to use the SINGLESTORE Software to upload or store information or data of Licensee. Licensee agrees not to deliver to SINGLESTORE any information or data of Licensee. If such information or data is delivered to SINGLESTORE then, after Licensee notifies SINGLESTORE of such delivery, SINGLESTORE agrees that it will not intentionally share such information or data with any third party, except as necessary to conduct the Trial Project. At the end of the Trial Project, SINGLESTORE may, at its sole discretion, delete all information and data of Licensee that is stored on any of SINGLESTORE’s servers or systems that are used for the Trial Project. Accordingly, any information or data submitted or made available by Licensee as part of the Trial Project will be done so at Licensee’s sole risk, and Licensee forever releases and discharges SINGLESTORE from any claims regarding loss of any such information and data during or after the Trial Project.

8. Warranty Disclaimer. THE SINGLESTORE TECHNOLOGY IS PROVIDED AS IS. SINGLESTORE AND ITS THIRD PARTY LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF CONDUCT OR TRADE PRACTICE. SINGLESTORE MAKES NO WARRANTY TO ANY PERSON RELATING TO THE SINGLESTORE TECHNOLOGY AND ITS FUNCTIONALITY, ITS USE OR ANY INABILITY TO USE THE SINGLESTORE TECHNOLOGY, THE RESULTS OF ITS USE, THAT ERRORS IN THE SINGLESTORE TECHNOLOGY WILL BE CORRECTED. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS PERMITTING LICENSEE TO RELY IN ANY WAY ON THE CONTINUED USE OF THE SINGLESTORE TECHNOLOGY OR ANY DATA OR INFORMATION STORED BY THE SINGLESTORE TECHNOLOGY OR ANY FURTHER DEVELOPMENT OR COMMERCIAL RELEASE THEREOF.

9. Limitation of Liability. EXCEPT FOR ANY BREACH OF SECTION 3 OR 5, NEITHER PARTY, INCLUDING, AS APPLICABLE SINGLESTORE’S THIRD PARTY LICENSORS, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY (A) LOSS OR INACCURACY OF DATA, (B) DAMAGE TO SOFTWARE OR EQUIPMENT, (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (D) DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUES, DATA OR PROFITS, OR (E) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ANY BREACH OF SECTION 3 OR 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES IN EXCESS OF $50.00.

10. Term and Termination. The test period for the SINGLESTORE Technology will be thirty (30) days unless the parties otherwise agree. This Agreement may be terminated by either party for any reason or no reason upon prior written notice to the other party. Upon expiration or termination of this Agreement, Licensee will destroy and erase the SINGLESTORE Technology and will destroy or return to SINGLESTORE all SINGLESTORE Technology, instructions and other material in Licensee’s possession related to the Trial Project. If requested by SINGLESTORE, Licensee will certify in writing within three (3) days of the request that Licensee has complied with this provision.
Trial Use Agreement

11. Effect of Termination. Upon the date of termination or expiration of this Agreement, the License shall immediately terminate. Sections 3 ("License Restrictions"), 4 ("Ownership"), 5 ("Confidentiality"), 6 ("Evaluation"), 7 ("Data Security and Storage"), 8 ("Warranty Disclaimer"), 9 ("Limitation of Liability"), 10 ("Term and Termination"), 11 ("Effect of Termination") and 12 ("Miscellaneous") will survive expiration or termination of this Agreement.

12. Miscellaneous. Neither the rights nor the obligations arising under this Agreement are assignable (by operation of law or otherwise) or transferable by Licensee, and any such attempted assignment or transfer shall be void and without effect. This Agreement (including SINGLESTORE's rights arising under this Agreement) are freely assignable or transferable by SINGLESTORE. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws provisions thereof and the exclusive jurisdiction and venue of the federal and state courts located in the State of California and County of San Francisco. Any required notice shall be given in hard copy writing by customary means with receipt confirmed at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other, with an email copy to the emails below. Notices will be deemed to have been given at the time of actual delivery in person, 1 day after delivery to an overnight courtier service, or 3 days after deposit in the U.S. mail. Waiver of any term of this Agreement or forbearance to enforce any term by either party shall not constitute a waiver as to any subsequent breach or failure of the same term or a waiver of any other term of this Agreement. Any provision found to be unlawful, unenforceable or void shall be severed from the remainder of this Agreement, and the Agreement will continue in full force and effect without said provision. Licensee agrees to comply with all applicable export control laws and regulations related to its use of SINGLESTORE Technology.

/END OF DOCUMENT/