

## Webalo Hosted—Evaluation Version Terms and Condition

### IMPORTANT—READ CAREFULLY!

THE EVALUATION VERSION OF WEBALO HOSTED AND ASSOCIATED SOFTWARE (the “**Webalo Service**”) YOU SEEK TO USE IS LICENSED FOR EVALUATION ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS (this “**Evaluation Agreement**”).

BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCESS AND CLICKING THE ACCEPTANCE BUTTON, YOU WARRANT THAT YOU: (i) ARE 18 YEARS OF AGE OR OLDER; (ii) HAVE THE AUTHORITY TO, OR ARE AUTHORIZED TO SIGN FOR AND BIND, THE LEGAL ENTITY OR INDIVIDUAL THAT IS THE PARTY TO THIS EVALUATION AGREEMENT (the “**Evaluating Party**”); AND (iii) HAVE READ, UNDERSTAND AND AGREE ON BEHALF OF THE EVALUATING PARTY TO BE BOUND BY THIS EVALUATION AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS EVALUATION AGREEMENT, YOU MUST NOT CLICK THE ACCEPTANCE BUTTON; YOUR REGISTRATION PROCESS WILL BE DISCONTINUED AND YOU MAY NOT USE THE WEBALO SERVICE.

#### 1. General Description.

The limited version Webalo Service offered under the terms of this Evaluation Agreement allows the Evaluating Party to use the Webalo Service in limited functionality in order to evaluate it. The Evaluating Party will be able to utilize the Webalo Service to deploy a pre-populated database provided by a third party that is generally available to the public for demonstration purposes (the “**Evaluation Data**”), and to deploy Webalo provided excel reports using such Evaluation Data. The Evaluating Party will *not* be able to use the Webalo Service to deploy the Evaluating Party’s own data or to otherwise connect the Webalo Service to the Evaluating Party’s internal applications or SaaS applications in use by the Evaluating Party.

#### 2. License.

Subject to the terms and conditions of this Evaluation Agreement, Webalo grants to the Evaluating Party the right to use the Webalo Service for an unlimited period and for an unlimited number of users for the *sole* purpose of evaluating the Webalo Service and *solely* in conjunction with the Evaluation Data.

#### 3. Restrictions.

Notwithstanding the license granted above, the Evaluating Party is not permitted to: (i) sublicense, rent, or lease any portion of the Webalo Service; (ii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Webalo Service, or create derivative works from the Webalo Service; (iii) use the Webalo Service as part of a facility management, timesharing, service provider, or service bureau arrangement, unless otherwise permitted by Webalo in writing; (iv) use the Webalo Service in conjunction with any applications or database other than the Evaluation Data; (v) use the Webalo Service in any manner not authorized by this Evaluation Agreement; or (vi) use the Evaluation Data for any purpose other than evaluating the Webalo Service.

#### 4. Ownership.

The Webalo Service and Evaluation Data is the property of Webalo and/or its licensors. Copyright and other intellectual property laws and treaties protect the Webalo Service. This Evaluation Agreement governs any releases, revisions, or enhancements to the Webalo Service that Webalo may furnish to the Evaluating Party for evaluation.

#### 5. Protection Measures.

There are technological measures in the Webalo Service that are designed to prevent unlicensed or illegal use of the Webalo Service. The Evaluating Party agrees that Webalo may use these measures to protect against software piracy.

**6. Disclaimer of Damages.**

SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO LIMITATION OR EXCLUSION SET FORTH BELOW MAY NOT APPLY TO THE EVALUATING PARTY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL WEBALO OR ITS LICENSORS BE LIABLE TO THE EVALUATING PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR SIMILAR DAMAGES.

THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER THE EVALUATING PARTY ACCEPTS THE WEBALO SERVICE.

**7. Termination.**

Without prejudice to any other rights, either party may terminate this Evaluation Agreement without notice at any time and with or without cause, and the Evaluating Party shall then immediately cease use of the Webalo Service. The disclaimers of warranties and damages and limitations on liability shall survive termination.

**8. Export Restrictions.**

The Evaluating Party acknowledges that the Webalo Service is subject to U.S. export jurisdiction and agrees to comply with all applicable international and national laws that apply to the Webalo Service.

**9. Terms of Use for Third Party Software.**

The Webalo Service contains third party software listed at [www.webalo.com/mdappliance/thirdpartysoftware](http://www.webalo.com/mdappliance/thirdpartysoftware) (the "**Third Party Software**"). The Evaluating Party's use of the Third Party Software is governed by the terms of the applicable end user license agreements, which may be accessed at [www.webalo.com/mdappliance/thirdpartysoftware](http://www.webalo.com/mdappliance/thirdpartysoftware) and <http://msftdbprodsamples.codeplex.com/license>. By agreeing to the terms of this Evaluation Agreement, the Evaluating Party agrees to the terms of such agreements.

**10. General.**

This Evaluation Agreement will be governed by the laws of the State of California, United States of America. This Evaluation Agreement constitutes the entire agreement between Evaluating Party and Webalo relating to the Webalo Service and: (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties. If a court holds any provision of this Evaluation Agreement to be illegal, invalid or unenforceable, the remaining provisions will continue in full force and effect and the parties will amend this Evaluation Agreement to give effect to the stricken clause to the maximum extent possible. The Webalo Service and documentation is delivered Ex Works California, U.S.A. (ICC INCOTERMS 2000). This Evaluation Agreement may only be modified by a written document that has been signed by both the Evaluating Party and Webalo.

\* Webalo is a registered trademark of Webalo, Inc. in the United States and/or other countries.

\*\* Questions or Additional Information. If the Evaluating Party has questions regarding this Evaluation Agreement or wish to obtain additional information, please send an e-mail to:

[customerservice@webalo.com](mailto:customerservice@webalo.com)

Or other correspondence to:

Webalo, Inc.  
Customer Service  
11835 West Olympic Blvd, Suite 700e  
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