COVIANT SOFTWARE
TRIAL LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby entered into between Coviant Software Corporation, a Massachusetts corporation (the "Licensor"), and the party executing this Agreement ("You") on the following terms and conditions:

1. **Licensed Program.** This is a license agreement between You and Licensor with respect to the current Version (x.(x).x) of the Diplomat product trial software that You are installing, the accompanying Documentation, and any Updates (x.x.(x)), fixes, or enhancements for such version that may subsequently be issued to You (the "Licensed Program").

2. **Certain Preliminary Uses.** The Licensed Program is distributed to You by electronic download. You will need to install the Licensed Program on properly configured and compatible computer equipment according to the Documentation. You will also need to ensure that all required data are in proper format and no other software or equipment having an adverse impact on the Licensed Program is present.

3. **Licensed Operating Environment.** Once You accept this Agreement and have completed activities described in Section 2 ("Certain Preliminary Uses"), Licensor hereby grants You a non-assignable, non-exclusive license to install, store, load, execute and display (collectively, "Use") the Licensed Program on one (1) network server and to make the Licensed Program available for Use by up to the number of individuals licensed to concurrently access or use the Licensed Program (the "Licensed Operating Environment").

4. **Permitted Uses.**

    (a) **Testing.** Your Authorized Operators may Use the Licensed Program in the Licensed Operating Environment solely to test product features.

    (b) **Limitations.** You may not: (i) modify or create any derivative works of the Licensed Program; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Licensed Program; (iii) redistribute, encumber, sell, rent, lease, sublicense, use the Licensed Program in a timesharing or service bureau arrangement, or otherwise transfer rights to any Licensed Program; (iv) copy any Licensed Program or documentation; (v) remove or alter any trademark; logo, copyright or other proprietary notices, legends, symbols or labels in the Licensed Program; (vi) publish any results of benchmark tests run on the Licensed Program to a third party.

5. **Reservation of Rights.**

    (a) **Rights to Licensed Program.** You acknowledge and agree that the Licensed Program is the proprietary property of Licensor and that Licensor is the owner of all copyrights, trademarks, patents, trade secrets and other proprietary information relative to the Licensed Program. The intellectual property rights in the Licensed Program shall at all times remain the exclusive property of Licensor. You also agree that any information obtained in violation of this restriction will be confidential information automatically and irrevocably deemed assigned to and owned exclusively by the owner of the Licensed Program. You will at all times use due diligence to safeguard and protect, and cause your employees and contractors to safeguard and protect, all such confidential and proprietary information pertaining to the Licensed Program.

    (b) **Rights to Improvements.** Title, ownership rights, and intellectual property rights in the Licensed Program and any and all improvements, modifications, fixes, or enhancements that arise through the testing relationship, regardless of whether such items are created or suggested by You, shall remain with Licensor. You acknowledge such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Licensor's ownership of or rights with respect to Licensed Program. The Licensed Program is protected by copyright and other intellectual property laws and by international treaties.

(b) **All Other Rights Reserved.** Licensor reserves to itself and prohibits You (directly or indirectly, in whole or in part) from loaning, renting, leasing, sublicensing or otherwise distributing or operating the Licensed Program to or for the benefit of any third party, and from altering, adapting, translating or preparing any derivative work of the Licensed Program.

6. **Warranties.**

(a) **Testing Purposes Only.** You understand and agree that You are accepting the Licensed Program on an experimental basis for testing purposes only. Given the nature of this Agreement and Your intended use for testing the Licensed Program, You agree that the Licensed Program should not be relied upon in connection with the operation of any aspect of Your business.

(b) **"As Is" Basis.** You accept the Licensed Program, on an experimental basis, on an "AS IS" basis and "with all faults and defects." You understand and agree that Licensor does not warrant the Licensed Program in any way, express or implied. LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(c) **No Liability.** IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. ANY DATA INCLUDED IN A PRODUCT UPON SHIPMENT FROM LICENSOR IS FOR TESTING USE ONLY AND LICENSOR HEREBY DISCLAIMS ANY AND ALL LIABILITY ARISING THEREFROM.

7. **Term & Termination.**

(a) **Generally.** This Agreement shall continue in full force and effect during the Term of a trial license provided to you by Licensor unless terminated earlier in accordance with this or another Section of this Agreement. This Agreement will terminate automatically if You breach any provision of it. You may terminate this Agreement at any time at Your election.

(b) **Effect of Termination.** Termination of this Agreement will terminate Your right to possess or Use the Licensed Program. Upon termination for any reason, You agree to destroy the original and all copies of the Licensed Program (including Documentation) and cease all further Use of it. Termination will have no effect on Your obligation to safeguard and protect proprietary rights of Licensor under Section 10 ("Confidential Information"), disclaimers under Section 6 ("Warranties"), or continuing assurances made under Section 9 ("Compliance with Export Regulations").

10. **Dispute Resolution** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. THE PARTIES WILL INITIATE ANY DISPUTE RESOLUTION PROCEEDING IN SUCH DESIGNATED STATE AND IRREVOCABLY CONSENT TO EXCLUSIVE PERSONAL JURISDICTION THEREIN. The U.N. Convention on Contracts for the International Sale of Goods and the Unfair Contracts Act in the United Kingdom shall not apply to this Agreement.

9. **Compliance with Export Regulations.** You shall indemnify and hold Company harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. You will not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce. This provision and the assurances made herein shall survive termination of this Agreement.

10.   Confidential Information. Licensee may be exposed to confidential and proprietary information of the Licensor including, without limitation, Licensed Programs, technical, business, financial or other information ("Confidential Information"). Confidential Information does not include information (i) already known or independently developed by recipient; (ii) in the public domain through no wrongful act of recipient, or (iii) received by recipient from a third party who was free to disclose it. Recipient will exercise due diligence not to use or commercialize, or to disclose the other party's Confidential Information to any person or entity, except to its own employees or other contractors bound by confidentiality agreements similar to agreements executed by its employees having a "need to know" and to such other recipients as the other party may approve verbally or in writing; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner. Recipient will not alter or remove from such Confidential Information any confidential or proprietary rights legend.

11.   Notices. Any notification or written communication required by or contemplated under the terms of this Agreement shall be in writing and shall deemed to be delivered if sent via mail or overnight delivery or transmitted via facsimile or email. Addresses, email addresses, and fax numbers for such notices shall be as stated on invoice from Licensor or Licensor's reseller for You and for Licensor shall be:

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12.   Miscellaneous.

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