

SOFTWARE LICENSE AGREEMENT – TRIAL LICENSE

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### **5. Term and Termination**

**5.1 Term.** This Agreement will become effective on the Effective Date and will remain in effect until 5:00 pm Pacific Daylight Time on May 31, 2020. This Agreement may also be terminated earlier by Company in the event of a breach of this Agreement by Licensee.

**5.2 Termination.** Upon the expiration or termination of this Agreement for any reason, the

license granted to Licensee hereunder shall terminate and Licensee's access to the Licensed Software will be discontinued. Licensee will have no further access data stored by Licensee on servers operated by the Company, and all such data may be erased. It is Licensee's sole responsibility to make and retain a local copy of any data Licensee wishes to retain.

**5.3 Survival.** The parties agree that their respective rights, obligations and duties under Sections 1.2, 3, 4 and 6 as well as any rights, obligations and duties that by their nature extend beyond the termination or expiration of this Agreement shall survive any termination or expiration and remain in effect thereafter.

### **6. Miscellaneous**

**6.1 Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provision shall continue in full force and effect.

**6.2 Governing Law.** This Agreement shall be governed by and construed under the laws of the United States and the State of California as applied to agreements entered into and to be performed entirely within California between California residents, notwithstanding any provisions relating to conflict of laws.

**6.3 Entire Agreement.** This Agreement, including all Exhibits to this Agreement, constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof.