

ONLINE TRIAL AGREEMENT

If Data 21 accepts this agreement (“Agreement”), it is an Agreement between the entity or individual entering into this Agreement (“User”) and Data 21 Inc., a California corporation located at 3820 Del Amo Blvd., Suite 302, Torrance CA. 90503, USA. If Data 21 accepts this Agreement, then this Agreement is effective on the date it is communicated to User.

Product: The Data 21 software product for which a temporary license is being granted in accordance with the terms of this Agreement.

1. **Trial Evaluation Period.** Data 21 grants User a worldwide, non-exclusive, non-transferable, temporary right to access and use the Product up to the installed capacity as determined by Data 21 for a 30-day time period, unless otherwise provided by Data 21 (“Trial Period”), only (a) to internally evaluate and determine whether to acquire a license to the Products for a fee, or (b) if User is an authorized Data 21 Partner or a Service Provider, to demonstrate to the prospective customer for the prospective customer’s internal evaluation purposes. User may not access or use the Product if it is a direct competitor of Data 21, unless otherwise authorized by Data 21 to do so in writing.

2. **Charges.** This trial evaluation is offered by Data 21 at no charge to User.

3. **Confidentiality.** The Product is and shall remain the proprietary and confidential property of Data 21 and will not be used, disclosed or reproduced by any means except for purposes of User's internal use during the trial evaluation period. Employees, agents, independent contractors, affiliates and subsidiaries of User may use and access the Product during the evaluation. User agrees to exercise at least the same degree of care to safeguard the Product as User does its own property of a similar nature. It is specifically understood and agreed, however, that User shall not be liable for (1) inadvertent use, publication or dissemination of Data 21 's proprietary Product received hereunder provided that (a) it uses the same degree of care in safeguarding such information as it uses for its own information of like importance, and (b) upon discovery of such it shall endeavor to prevent any further inadvertent use, publication or dissemination; and/or (2) unauthorized use, publication or dissemination of the Product received hereunder by persons who are or have been in User's employ unless User fails to safeguard such information with the same degree of care as it uses for User's own proprietary information of like importance.

Notwithstanding, the restrictions contained herein against disclosing and disseminating the Product shall not apply to information previously known or independently developed by User, rightfully acquired from third parties, subsequently publicly disclosed by Data 21 , or by means other than a breach of duty by User.

4. **Infringement.** Data 21 represents and warrants its ownership and/or marketing and licensing rights to the Product. Data 21 further represents and warrants that neither Product nor any portion(s) thereof, is derived from or infringes upon any patent, copyright, trade secret or other intellectual property right of any other person, firm or entity, nor is subject to any interest, proprietary or otherwise, or any claim or cause of action of any third party ("Infringement").

5. **Liability.** Data 21 agrees to indemnify, defend and hold User, its officers, agents, employees, affiliates and subsidiaries harmless from and against any and all losses, costs, damages or liabilities as a result of any claim or cause of action for Infringement asserted against such parties by virtue of User's use of Product provided by Data 21 to User hereunder.

Except for Infringement, Data 21 shall not be liable for indirect, special or consequential damages. In no event shall User be liable for indirect, special or consequential damages.

6. **Survival.** Data 21's representations, warranties and obligations set forth in this Agreement shall survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

7. **Expiration.** Upon expiration of this trial evaluation, User agrees to notify Data 21, in writing, of its intention to enter into negotiations concerning the acquisition of Data 21's Product. Upon said notification, the parties agree to negotiate mutually acceptable terms and conditions for said acquisition. In the event mutually acceptable terms and conditions cannot be reached within 30 days of such written notification by User or if User has notified Data 21 of its intention not to acquire the Product, User agrees to return Product and purge its computer(s), and all storage media, of all copies of the Product. Thereupon, neither party shall have any obligation or liability to the other, except as regards to Infringement and Data 21's indemnification obligation for Infringement.

8. **Applicable Law.** This Agreement shall be governed by the laws of the State of New Jersey without regard to conflicts of laws. Data 21 and User hereby agree on behalf of themselves and any person claiming by or through them that the sole jurisdiction and venue for any litigation arising from or relating to this Agreement shall be an appropriate federal or state court located in Newark, New Jersey.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations and/or agreements among the parties in connection with the subject matter hereof except as set forth in this Agreement.

YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND INTEND TO BE BOUND, AS IF YOU HAD SIGNED THIS AGREEMENT IN WRITING. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, YOU WARRANT THAT YOU HAVE THE AUTHORITY TO ACCEPT THE TERMS OF THIS AGREEMENT FOR SUCH ENTITY.