



## **Software Evaluation / Trial Agreement**

This "Software Evaluation / Trial Agreement" ("this Agreement") is between Visual BI Solutions Inc. with principal place of business at 5600 Tennyson Pkwy. Suite 120 Plano, Texas 75024 (VBI) and "You" (collectively, the "Parties").

You agree that this Agreement is like any written negotiated agreement signed by you. By clicking to accept this Agreement, you agree to be bound by its terms and conditions.

This Agreement expresses the terms and conditions on which you may use for evaluation purposes a 15 Day Trial version of Value Driver Tree ("the Software") that VBI is making available to you subject to your acceptance of the terms and conditions stated herein.

Please review the terms and conditions in this Agreement carefully before installing or using the Software.

By downloading, installing, running or otherwise using the Software, you and/or your company (collectively, "the Evaluator") are accepting and agreeing to the terms of this Agreement. If you are not willing to be bound by this Agreement, do not download, install or use the Software.

Various copyrights and other intellectual property rights apply to the Software. This Agreement is an evaluation agreement that gives you limited rights to use the software, and not an agreement for sale or for transfer of title. VBI retains all rights not expressly granted by this Agreement.

VBI desires to provide the Software, to the Evaluator for its evaluation purposes for the 15-day evaluation period from the date that the Evaluator installs the Software or such other extended period as VBI may allow at its discretion (the "Evaluation Period"). The Evaluator desires to perform an internal evaluation of the Software for potential use in connection with Evaluator's business or its own personal needs (the "Evaluation").

- **GRANT.** Subject to the terms and conditions of this Agreement, VBI hereby grants Evaluator a royalty free, non-exclusive, non-transferable, personal, revocable license to use the Software solely to perform the Evaluation. This Agreement does not include any rights to maintenance or updates.
- **LIMITED RIGHTS.** You may install the Software on any number of computers. You acknowledge that the Software contains trade secrets and, in order to protect such trade secrets, You agree not to disassemble, decompile or reverse engineer the Software.
- **TERM AND TERMINATION.** This Agreement, and all rights granted to Evaluator hereunder, shall terminate (i) automatically without notice upon the expiration of the Evaluation Period, (ii) upon Evaluator's breach of any provision of this Agreement; or (iii) immediately upon VBI providing written notice to Evaluator.

After the Evaluation period has ended, You must purchase a license from VBI in order for the user to have access to all the features and functionality of the Software. For more information about purchasing a license to use the Software, please contact our Sales team. If Evaluator has not purchased a license of the Software as of the expiration of the Evaluation

Period, the Software shall cease to function, and Evaluator may lose access to data made with, or stored on, the Software. Once Evaluator purchases a license of the software ("Purchaser") and uses the set of Activation Codes to make the Software permanent on a computer, the Evaluation period ends and the Software will be permanent on that computer.

If Purchaser reformats the hard disk or reinstalls Windows on the computer that houses a permanent copy of the Software, the license will become lost permanently and Purchaser will have to reinstall the Value Driver Tree using the same key provided to them during purchase of the software. Details are provided in the installation guide

If Purchaser intends to move the Software license to another computer, the Purchaser must use the instructions provided in the Installation guide to perform the activity.

- **TITLE.** Title to the Software and all proprietary rights therein shall be and remain the sole and exclusive property of VBI.
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- **EXCLUSION OF DAMAGES.** In no event will VBI be liable to the Evaluator, Purchaser or any other party for damages of any kind arising from this agreement or the use of the software, whether resulting from tort (including negligence), breach of contract or other form of action, including but not limited to direct, indirect, special, incidental and consequential damages (including lost profits) of any kind, even if advised of the possibility of such damage.

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