

Trial Software License Agreement for Semantic Engines API

THIS IS A LEGAL AGREEMENT BETWEEN YOU, HERETOFORE REFERRED AS “THE CLIENT”, AND SEMANTIC ENGINES LLC, HERETOFORE REFERRED AS “THE VENDOR”, REGARDING THE TRIAL OF SEMANTIC ENGINES API, HERETOFORE REFERRED AS “THE SOFTWARE”. BY ACCESSING OR USING THIS SOFTWARE, THE CLIENT ACKNOWLEDGES THAT THE CLIENT HAS READ THIS TRIAL SOFTWARE LICENSE AGREEMENT (“AGREEMENT”), THAT THE CLIENT UNDERSTANDS IT, CONSENTS TO BE BOUND BY AND BECOMING A PARTY TO THIS AGREEMENT.

1. GRANT OF LICENSE.

Semantic Engines LLC grants to the Client non-transferable, non-exclusive right to use the Software for trial purposes during the agreed upon term. The Client may use the Software on any computer owned, leased, or otherwise controlled solely by the Client.

2. RESTRICTIONS:

Under this license, the Client MAY NOT:

- i. sell, lease, rent, license, sublicense or otherwise distribute the Software or any part thereof to any person or entity;
- ii. use the Software for any purpose other than expressly permitted by this Agreement;
- iii. reproduce, modify, copy, transmit or create derivative work of all or any portion of the Software;
- iv. reverse engineer, decompile, or disassemble the Software or otherwise attempt to recreate all or any portion of the Software;
- v. remove the copyright notice from the Software or the written materials, if any, accompanying the Software;
- vi. use the Software for any illegal purpose, or in violation of any local, state, national, or international law;
- vii. authorize any third party to do any of the foregoing.

3. CONTENT IN THE SOFTWARE

- i. The Client understands that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which the Client may have access to as part of, or through the Client’s use of, the Software are the sole responsibility of the person from which such content originated. All such information is referred to below as the “Content”.
- ii. The Client should be aware that Content presented through the Software, may be protected by intellectual property rights which are owned by the Content owners. The

- Client may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless The Client has been specifically told that the Client may do so by the owners of that Content, in a separate agreement.
- iii. The Client understands that by using the Software the Client and the Client's end users may be exposed to Content that may be found offensive, indecent or objectionable and that, in this respect, the Client uses the Software at the Client's own risk.
 - iv. The Client agrees that the Client is solely responsible for (and that the Vendor has no responsibility to the Client or to any third party for) any Content that the Client creates, transmits or displays while using the Software and for the consequences of the Client actions (including any loss or damage which the Vendor may suffer) by doing so.

4. COPYRIGHT.

The Client acknowledges and agrees that the Software is proprietary product of the Vendor whether or not patented or copyrighted. The Client further acknowledges and agrees that all right, title, and interest in and to the Software, including associated intellectual property rights, is and shall remain with the Vendor. This Agreement does not convey to the Client an interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this Agreement. No right, title, or interest in or to any trademark, service mark, logo or trade name of the Vendor is granted under this Agreement.

5. TERM.

This Agreement shall become effective as of the date on which the Client receives the Software, and until terminated. The trial period length is 21 (twenty one) days from the date the Client receives the API access key.

The Client may terminate this Agreement at any time by notifying the Vendor. The Vendor may terminate this Agreement at any time and without notice in the event that:

- i. The Client uses the Software or otherwise engages in any action that, in the Vendor's sole discretion, may harm the Vendor;
- ii. The Vendor determines that it is in the best interest of the Vendor to terminate the Agreement;

6. NO WARRANTY.

ANY USE BY THE CLIENT OF THE SOFTWARE IS AT THE CLIENT'S OWN RISK. THE SOFTWARE IS PROVIDED FOR USE "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE VENDOR DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE VENDOR IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE SOFTWARE. THE VENDOR DOES NOT WARRANT THAT THE SOFTWARE OR ANY PART THEREOF WILL MEET THE CLIENT'S REQUIREMENTS OR BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED.

7. NO LIABILITY FOR DAMAGES.

IN NO EVENT SHALL THE VENDOR OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, DIRECT, INDIRECT, SPECIAL AND CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING FAULT, NEGLIGENCE AND THE FAILURE OF THE ESSENTIAL PURPOSE. REGARDLESS OF THE CAUSE OR FORM OF THE ACTION, THE VENDOR'S AGGREGATE LIABILITY TO THE CLIENT FOR ACTUAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE LICENSE FEE, IF ANY, PAID BY THE CLIENT TO THE VENDOR FOR THE USE OF THE SOFTWARE. BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO THE CLIENT..

8. INDEMNIFICATION.

The Client shall defend, indemnify and hold harmless the Vendor, its Affiliates, and their licensors, officers, directors, agents and employees from any liability, loss, damage, cost or expense (including reasonable attorney's fees) arising out of any act or omission by the Client in connection with the Software.

9. GOVERNING LAW AND JURISDICTION.

(a) This Agreement and all rights and obligations hereunder, including but not limited to matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New York.

(b) Each of the parties hereto: (i) irrevocably submits to the exclusive jurisdiction of any New York state or federal court in any action or proceeding arising out of or relating to this Agreement; and (ii) irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such New York state or federal court. Each of the parties hereto irrevocably waives, to the fullest extent it may legally do so, any rights to a trial by jury in such action or proceeding and the defense of an inconvenient forum to the maintenance of such action or proceeding. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

10. PREVAILING AGREEMENT.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any license agreements appearing with or in the software products comprising the Software, this Agreement shall prevail.

11. ASSIGNMENT.

This Agreement may not be assigned by the Client without the prior written consent of the Vendor. The Vendor may assign this Agreement without the Client's consent.

12. SEVERABILITY.

Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

13. ENTIRE AGREEMENT; NO WAIVER.

This Agreement represents the entire agreement concerning the Software between the Client and the Vendor, and it supersedes any prior proposal, representation, or understanding between the parties. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.