

These End User Trial Terms (“**Trial Terms**”) set forth the terms and conditions controlling End User’s right to evaluate AppLogic Networks products.

1. **Trial.** AppLogic Networks may offer or agree to an End User trialing or evaluating AppLogic Networks hardware and/or software products, and/or services, for a limited time period for the End User’s testing and evaluation purposes (each being a “**Trial**” and the Products being “**Trial Products**”). Trial Products may be identified by AppLogic Networks as “beta”, “pre-release”, or otherwise described as experimental, untested or not fully functional.
2. **Delivery.** AppLogic Networks will deliver any hardware Trial Products to the End User at the End User’s test facility. The End User shall not remove the hardware Trial Products from the End User’s test facility. The End User shall not modify any Trial Products without AppLogic Networks prior written consent.
3. **Taxes; Clearances and Duties etc.** The End User shall pay any sales, value-added, use, excise, withholding or similar taxes attributable to the Trial Products, and the End User is responsible for arranging all importation / exportation / customs clearances and shall pay any import / export / customs duties, tariffs, taxes and/or any government permits or license fees and/or inspection fees attributable to the shipment of the Trial Products, and the End User shall indemnify AppLogic Networks and hold AppLogic Networks harmless from such taxes, duties, tariffs and fees.
4. **Trial Software.** For all software Trial Products provided to End User for the purpose of the Trial, whether pre-installed on any hardware, separately installed on hardware, or otherwise subsequently downloaded or installed from AppLogic Networks, together with the generally available user documentation published by AppLogic Networks relating thereto (collectively, the “**Trial Software**”), AppLogic Networks hereby grants the End User a non-exclusive, non-transferable, limited license to use, execute, store, and display the object code version of the Trial Software within End User’s own internal non-production network for the purpose of evaluating the Trial Products at the End User’s Trial facility.
5. **Trial Services.** For all services that are provided by AppLogic Networks to the End User in relation to the Trial, together with the generally available user documentation published by AppLogic Networks relating thereto (“**Trial Services**”), AppLogic Networks hereby grants the End User a non-exclusive, non-transferable, limited license to use the Trial Services within the End User’s Trial facility for the purpose of the Trial.
6. **Limited Licenses.** The foregoing license grants shall solely be for the Trial period. The End User is not licensed to use the Trial Service or Trial Software for any purpose other than the Trial or beyond the Trial period.
7. **Confidentiality.** Trial Products and Trial Services may contain unpublished information and embody valuable trade secrets proprietary to AppLogic Networks and Affiliates and their suppliers and licensors. Trial Products, Trial Services and any information concerning AppLogic Networks business, properties, affairs or finances (including, without limitation, information about AppLogic Networks products and services in general and any trade secrets related thereto, AppLogic Networks product plans, design rights, development tools, know-how, specifications and market opportunities) which may be marked or labeled as “Confidential” or with a similar legend at the time of disclosure, and including any and all intellectual property owned by AppLogic Networks shall constitute “Confidential Information” of AppLogic Networks. End User shall hold in confidence and not disclose to any third party any of AppLogic Networks Confidential Information. For Trial Products and Trial Services, Confidential Information includes their appearance, operation, performance, specifications, features and functionality, which information may not be discussed or shown to the public by End User or anyone else in any manner unless and only then to the extent that it is publicly released by AppLogic Networks. Any unauthorized disclosure and use of Confidential Information by the End User may cause irreparable harm to AppLogic Networks for which damages may not be an adequate remedy. AppLogic Networks shall, in addition to any other rights or remedies it may have in law or equity, be entitled to seek an injunction preventing the End User from further use of the Confidential Information. The End User agrees that, upon request from AppLogic Networks, all documents, disks, and any other materials (including all copies) containing Confidential Information which may have been provided to it as part of the Trial, will be: (i) forthwith returned to AppLogic Networks; or (ii)

destroyed by the End User who shall, at the request of AppLogic Networks, provide written confirmation of such destruction.

- 8. No Warranty.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TRIAL TERMS, ANY OTHER AGREEMENT WITH APPLOGIC NETWORKS OR IN ANY SEPARATE WARRANTY CARD OR OTHER WARRANTY DOCUMENT PROVIDED FOR THE TRIAL PRODUCT, END USER ACKNOWLEDGES AND AGREES THAT TRIAL PRODUCTS AND TRIAL SERVICES ARE PROVIDED “AS IS”; WITH NO WARRANTY, INDEMNITY OR SUPPORT WHATSOEVER, EXPRESS OR IMPLIED; AND SOLELY FOR THE END USER’S TESTING AND EVALUATION PURPOSES. ACCORDINGLY, APPLOGIC NETWORKS IS UNDER NO OBLIGATION TO PROVIDE ANY WARRANTY OR OTHER SUPPORT FOR ANY TRIAL PRODUCTS AND TRIAL SERVICES. APPLOGIC NETWORKS, ITS AFFILIATES AND THEIR SUPPLIERS OR LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS FOR ALL TRIAL PRODUCTS AND THIRD PARTY ITEMS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF PARTICULAR WARRANTIES AND TO THE EXTENT THAT LAWS IN SUCH JURISDICTION ARE CONTROLLING, ONE OR MORE OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO END USER. For clarity, there is no warranty provided by AppLogic Networks that the Trial Products will: (i) meet End User specifications, unique requirements and circumstances including, without limitation, with respect to their budget, functional requirements, use case, policy customization, capacity requirements, compatibility requirements, subscriber base volume, subscriber demographics, data usage, data volumes, network infrastructure and network design (“**Circumstances**”); (ii) operate without interruption; (iii) be free from defects, errors, virus; or (iv) be secure.
- 9. Title and Risk.** No title and/or any rights of possession to Trial Products (if any) are granted by virtue of these Trial Terms. AppLogic Networks retains all intellectual property in the Trial Products and Trial Services, and all documentation and materials associated therewith, and in all AppLogic Networks patents, trademarks, trade names, inventions, copyrights, know-how and trade secrets including, without limitation: (i) relating to the design, manufacture, operation and service of the Trial Products; and (ii) any other AppLogic Networks hardware, software, service, and related user documentation. AppLogic Networks retains title and ownership of the tangible Trial Products provided to the End User. Risk of loss or damage shall pass to the End User upon delivery and the End User shall be responsible for any physical damage to the Trial Products while in the End User’s possession or under the End User’s control.
- 10. Trial Period.** The Trial period shall be the longer of forty-five (45) days from the date of shipment or delivery and the period specified by AppLogic Networks in writing to the End User. The Trial shall automatically expire thereafter unless, and only for the extended period, AppLogic Networks allows in writing. Notwithstanding the foregoing, the Trial period shall automatically terminate if these Trial Terms are terminated or expire sooner.
- 11. Termination of Trial.** AppLogic Networks may: (a) immediately terminate the Trial upon written notice to the End User due to the End User’s failure to comply with these Trial Terms, AppLogic Networks End User License Agreement, or any other agreement between the End User and AppLogic Networks; or (b) terminate the Trial for any or no reason by providing the End User with at least ten (10) business days prior written notice. Technical measures may be included with Trial Products that renders it inoperable after a specified period of time. Upon termination of the Trial, however caused, unless the End User has completed the purchase of the Trial Products, End User will immediately discontinue all use of the Trial Products and return all Trial Products to AppLogic Networks in full working order without damage (reasonable wear and tear excepted) by either (at the election of AppLogic Networks): (a) if the Trial solely consists of Trial Software, written confirmation that the Trial Software has been completely removed by the End User, or (b) shipping the hardware Trial Products to such location as AppLogic Networks may specify, or (c) allowing AppLogic Networks access to the Trial facility (or any other place where the Trial Products may be situated) in order to remove the Trial Products. Risk of loss or damage to the Trial Products will only pass back to AppLogic Networks once AppLogic Networks has taken

delivery of the Trial Products or collected the Trial Products from the Trial facility. The costs of return shipment by the End User, if applicable, shall be paid by AppLogic Networks.

- 12. Purchase of Trial Products.** If: (a) the End User wishes to purchase the Trial Products from AppLogic Networks, (b) the End User fails to cease using the Trial Software or Trial Services, or properly return the Trial Products to AppLogic Networks within fifteen (15) days of the termination of the Trial, or (c) AppLogic Networks is denied access to the Trial Products to de-install and remove them within fifteen (15) days of the termination of the Trial, or (d) the Trial Products have been damaged, AppLogic Networks shall be entitled to invoice the End User for (and receive payment within thirty (30) days thereof) the then current AppLogic Networks list price for the Trial Products. Such purchase and license shall be subject to AppLogic Networks then current Quotation Terms and Conditions for the Supply of Products and Services which can be found here:

[https://www.applogicnetworks.com/hubfs/AppLogic\\_Networks/legal/quotation-terms.pdf](https://www.applogicnetworks.com/hubfs/AppLogic_Networks/legal/quotation-terms.pdf).

- 13. Trial Purpose; Feedback.** The sole purpose of any Trial is to enable the End User to test the Trial Products and to provide feedback (including responding to surveys) on the Trial Products to AppLogic Networks. In consideration of the right to test Trial Products, End User agrees to provide AppLogic Networks with feedback on the Trial Products as AppLogic Networks reasonably requests, without any compensation or reimbursement of any kind from AppLogic Networks. Unless AppLogic Networks otherwise agrees in writing, End User agrees that AppLogic Networks owns all feedback (including, without limitation, comments, suggestions, modifications, corrections, enhancements, derivatives, extensions, branding ideas, risks, return on investment data, ideas, concepts and changes) provided by End User to AppLogic Networks and all associated intellectual property rights (collectively the “**Feedback**”). AppLogic Networks shall own all changes or improvements to the Products developed or identified as a result of the Trial and Feedback, and all associated intellectual property rights related thereto. End User assigns to AppLogic Networks all rights, title and interest to the Feedback. End User agrees that it will not knowingly provide AppLogic Networks any Feedback that is subject to third party intellectual property rights. End User agrees to cooperate fully with AppLogic Networks with respect to signing further documents and doing such other acts as are reasonably requested by AppLogic Networks to confirm that AppLogic Networks owns the Feedback and to enable AppLogic Networks to register and/or protect any associated intellectual property rights and/or confidential information.
- 14. No Reporting; Benchmarking.** Except with the prior written consent of AppLogic Networks, the End User shall not make any report about the Trial Products to any third party or subject the Trial Products to any benchmark or similar testing.
- 15. AppLogic Networks Access.** The End User shall: (a) allow AppLogic Networks remote access to the Trial Products to monitor the Trial Products; and (b) share test reports, results and data relating to the Trial Products including but not limited to: (i) the version of the Trial Products, (ii) Trial Product diagnostics information, (iii) Trial Product key performance indicators, (iv) network, application and protocol-related data in the End User’s network (e.g., bandwidth data, details of unclassified or unknown traffic, support bundle, relevant snapshots of log, relevant packet captures and stats), and (v) any errors or defects that the Trial Products encounter and diagnostic outputs. The use of such data shall not constitute a breach of any confidentiality and/or non-disclosure and/or non-use obligations that may be in place between the End User and AppLogic Networks. For clarity, notwithstanding anything to the contrary, AppLogic Networks shall always have right to obtain the Retained Data from the Trial Products under Section 18(ix) of these Trial Terms.
- 16. DISCLAIMER.** TRIAL PRODUCTS MAY NOT BE AUTHORIZED FOR USE BY THE GENERAL PUBLIC OR CERTIFIED AS MEETING RULES OR STANDARDS PROMULGATED BY GOVERNMENT OR OTHER AUTHORITIES IN YOUR JURISDICTION, AND APPLOGIC NETWORKS MAKES NO REPRESENTATION THAT SUCH AUTHORIZATION OR CERTIFICATION WILL BE OBTAINED. ACCORDINGLY, END USER AGREES THAT TRIAL PRODUCTS ARE NOT, AND MAY NOT, BE OFFERED UNDER COMMERCIAL SALE OR LICENSE UNTIL SUCH AUTHORISATION IS OBTAINED. TRIAL PRODUCTS ARE NOT INTENDED FOR USE IN ANY PRODUCTION ENVIRONMENT, OR IN ANY OTHER

ENVIRONMENT WHERE END USER IS RELYING ON THE PERFORMANCE OF THE TRIAL PRODUCTS. TRIAL PRODUCTS ARE NOT INTENDED TO REPRESENT OR PERFORM IN THE SAME MANNER AS COMMERCIAL PRODUCTS, AND END USER SHOULD ENSURE THAT IT REGULARLY BACKS-UP ANY DATA USED WITH TRIAL PRODUCTS. IN ADDITION, TRIAL PRODUCTS MAY CONTAIN FEATURES, FUNCTIONALITY OR APIs FOR SOFTWARE OR SERVICES THAT ARE NOT YET COMMERCIALY AVAILABLE. END USER ACKNOWLEDGES THAT SUCH ITEMS, OR ANY PORTION THEREOF, MAY NOT BE ANNOUNCED OR MADE COMMERCIALY AVAILABLE IN THE FUTURE, OR THEY MAY ONLY BE MADE AVAILABLE WITH SIGNIFICANT CHANGES, AND APPLOGIC NETWORKS HAS NO EXPRESS OR IMPLIED OBLIGATION TO END USER TO ANNOUNCE OR MAKE ANY OF SUCH ITEMS, OR ANY PORTION THEREOF, AVAILABLE. END USER ACKNOWLEDGES AND AGREES THAT ALL TESTING, EVALUATION AND DEVELOPMENT CONDUCTED BY END USER WITH RESPECT TO TRIAL PRODUCTS, AND ANY RELATED GOODS, SOFTWARE OR SERVICES IS DONE ENTIRELY AT END USER'S OWN RISK.

- 17. Professional Services.** For clarity, a Trial does not include any AppLogic Networks professional services, which, if required, must be acquired separately from AppLogic Networks and fees may apply. The End User is responsible for installation and operation of the Trial Products including, without limitation, obtaining all necessary permits, licenses or certificates required for the installation or use thereof.
- 18. License Conditions.** The licenses set out in these Trial Terms are at all times subject to the following restrictions and any contravention of these restrictions shall constitute a material breach of these Trial Terms:
- (i) The Trial Products and any Third Party Items are protected by United States and international laws and regulations including those related to: (a) copyright, patent, trade secret and other intellectual property rights, and (b) international trade laws and regulations – End User shall not remove, alter, cover, obfuscate or destroy any copyright notices, proprietary markings, proprietary legends, other proprietary rights notices, or any other notices or markings placed upon or contained within the Trial Products and Third Party Items (including, without limitation, any copyright or other attribution statements such as for open source software);
  - (ii) End User shall not, and shall not permit, authorize or engage any third party to, copy, modify, translate, alter, adapt, reverse engineer, disassemble, decompile, create derivative works of the Trial Product or any Third Party Item (or any part thereof), or, in relation to Trial Software, attempt to derive source code;
  - (iii) Notwithstanding that the hardware Trial Products may be sold to End User, the Trial Software and Third Party Items are not sold to End User and title to the Trial Software remains with AppLogic Networks and its affiliates and their suppliers and licensors and title to Third Party Items remains with the third party – End User has no authority or right to sell, sublicense, rent, loan, provide software-as-a-service, distribute, transfer, disclose, reveal or otherwise communicate directly or indirectly the Trial Product or Third Party Items, or any information about the Trial Product or Third Party Items, to any person, firm, corporation or other entity;
  - (iv) End User shall comply with all laws and regulations applicable to End User's use of the Trial Product and Third Party Items including, without limitation, any privacy/data protection laws and regulations, export controls, economic sanctions, and national security related laws, orders and regulations;
  - (v) End User shall not use the Trial Products for mass surveillance of individuals or for individual surveillance or other targeted actions on the basis on race, gender, sexual orientation, religion, or other protected classes;
  - (vi) End User shall not use the Trial Product or any Third Party Item to redirect subscribers to websites infected with malware or spyware;
  - (vii) End User shall not use the Trial Product or any Third Party Item to determine or attempt to determine the identity of individual users who go to a specific website;

- (viii) End User shall not use the Trial Product or any Third Party Item, alone or in combination with other activities, products or services, in any activity or manner that violates, or supports, assists, facilitates, enables, constitutes or is otherwise deemed to be a violation of:
- i. any law, order or regulation, or is otherwise for criminal purposes; or
  - ii. any fundamental human rights standards of any person, group, or community, as set forth in applicable internationally-recognized human rights instruments, such as the Universal Declaration of Human Rights, (<https://www.un.org/en/universal-declaration-human-rights/>), the International Covenant on Civil and Political Rights (<https://www.ohchr.org/en/professionalinterest/pages/ccpr.aspx>), and the International Labor Organization Declaration on Fundamental Principles and Rights at Work (<https://www.ilo.org/declaration/thedeclaration/textdeclaration/lang--en/index.htm>)
- including, without limitation, by:
- (A) End User: End User, any End User affiliate, employee, contractor, licensor, supplier or customer;
  - (B) AppLogic Networks: AppLogic Networks, any AppLogic Networks affiliate, employee, contractor, licensor or supplier of AppLogic Networks; or
  - (C) Government: any federal, state, local, judicial or other governing body having jurisdiction over any of the foregoing.
- (ix) End User accepts that the following types of information may be obtained from End User, or may be sent by the Trial Product or Third Party Item to AppLogic Networks and/or the third party licensor of the Third Party Item (collectively "**Retained Data**"):
- a. operational system information concerning the Trial Products and Third Party Items, including the version of the Trial Product or Third Party Item installed, Product or Third Party Item diagnostics information, basic Trial Product or Third Party Item performance, and any errors that the Trial Product or Third Party Item encounters,
  - b. aggregated or anonymized information concerning the traffic in End User's network, and
  - c. if End User uses Interconnect Bypass Services information about and relating to unlicensed gateways.
- The foregoing information may be used in order to: (A) enable AppLogic Networks and/or the third party licensor of the Third Party Item to better monitor the health and performance of the Trial Products and/or Third Party Items, (B) enhance and improve the performance of AppLogic Networks products and services, (C) develop and commercialize new products and services or new functionalities, (D) optimize and support AppLogic Networks research and development activities, and (E) prepare and share reports about Internet and electronic communication data trends (provided that they shall not identify the End User or any End User Data that has not been anonymized and aggregated).
- End User hereby consents to the transfer, collection and use of such information and agrees that such transfer, collection and use for the purposes set out herein shall not constitute a breach of any confidentiality and/or non-disclosure and/or non-use obligations that may be in place between the End User and AppLogic Networks.
- (x) End User grants AppLogic Networks and Affiliates, and their applicable suppliers and licensors, a worldwide, perpetual, irrevocable, sub-licensable, transferable, royalty-free and non-exclusive license to use, distribute, reproduce, modify, adapt and perform End User content solely for the purpose of performing these Trial Terms and End User warrants and covenants that it has the right to grant such a license.
- (xi) Retained Data will be deemed to be owned by AppLogic Networks and AppLogic Networks shall have unrestricted title, rights, and interest to the Retained Data, which may include, without limitation, rights to use, distribute, transmit, transfer, share, and assign the

Retained Data, and to incorporate or use them, or any functionality or features developed using them, in AppLogic Networks products and services at any time.

- (xii) End User shall assume sole responsibility for: (a) the establishment of appropriate security measures, and (b) taking appropriate measures to back up computers and take other measures to prevent any loss of files or data.
- (xiii) Where a AppLogic Networks-authorized reseller is performing the installation and/or configuration of Trial Software, the AppLogic Networks-authorized reseller, and not AppLogic Networks, is responsible for such installation and/or configuration.

**19. Third Party Items.** Certain Third Party Items may be incorporated into Trial Products or Trial Products may be used in conjunction with Third Party Items. Third Party Items, and all intellectual property rights therein and relating thereto (including, without limitation, all trade secrets, know-how and copyrighted material in any form), shall remain the exclusive property of the third party licensor and End User acquires no ownership rights in the Third Party Item. Third Party Items may contain unpublished information and embody valuable trade secrets proprietary to the third party and its suppliers and licensors. Third Party Items shall constitute "Confidential Information" and may be or contain trade secrets. End User shall hold in confidence and not disclose to any third party, indefinitely, any Third Party Items, or any other unpublished or confidential information about the Third Party Items. Third Party Items may be subject to:

- a. separate and/or additional fees,
- b. a limited license or usage period,
- c. license conditions and/or restrictions (including, without limitation, Third Party Item can only be used: in conjunction with a Product; by a specified type of users; by a specified number of named-users; on a specified type or number of servers; in compliance with other system characteristics, usage, installation environments, archiving requirements; with data models provided by AppLogic Networks; for a limited time period; by the specific End User without any right to transfer or assign the Third Party Item to anyone else), and
- d. separate, additional and/or different terms, conditions, warranties and/or support.

AppLogic Networks will use commercially reasonable efforts to provide applicable information about Third Party Items to the End User in a timely manner. If the third party provides a warranty or support directly to end users for the Third Party Item, then End User shall be entitled to such warranty or support from the third party. Notwithstanding the foregoing: (I) nothing in these Trial Terms is intended to extend to any End User any warranty, support or indemnity obligation on behalf of any third party by AppLogic Networks; and (II) there is no warranty or support provided by AppLogic Networks for any Third Party Items unless and to the extent specifically and expressly stated by AppLogic Networks in these Trial Terms. End User shall assume sole responsibility for End User's selection, use, access, cost or implementation of any Third Party Item, regardless of how End User acquires or obtains access to the Third Party Item, whether independent of or through AppLogic Networks. END USER ACKNOWLEDGES AND AGREES THAT WHERE THE APPLOGIC NETWORKS SOLUTION IS DESIGNED TO FACILITATE END USER'S ACCESS TO THIRD PARTY ITEMS, APPLOGIC NETWORKS HAS NO CONTROL OVER THE FUNCTIONALITY OR PERFORMANCE OR NON-PERFORMANCE OF SUCH THIRD PARTY ITEMS AND MAY NOT BE ABLE TO PROVIDE A FIX OR WORKAROUND FOR A PROBLEM THAT END USER IDENTIFIES WITH THE APPLOGIC NETWORKS SOLUTION.

**20. Exclusion and Limitation of Liability.** IN NO EVENT WILL APPLOGIC NETWORKS, ITS AFFILIATES OR THEIR SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES WHATSOEVER OR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, DESTRUCTION, LOSS, ALTERATION OR DISCLOSURE OF INFORMATION OR DATA, OR OTHER PECUNIARY LOSS, OR ANY LOSSES ASSOCIATED WITH ANY TRIAL PRODUCTS OR ANY THIRD PARTY ITEMS, IRRESPECTIVE OF THE CAUSE OF ACTION, EVEN IF APPLOGIC NETWORKS, ITS AFFILIATES OR THEIR SUPPLIERS OR LICENSORS BECOME AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THESE TRIAL TERMS OR OTHERWISE, APPLOGIC NETWORKS CUMULATIVE LIABILITY FOR ALL

CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TRIAL TERMS WILL NOT EXCEED THE AMOUNT PAID TO APPLOGIC NETWORKS BY END USER FOR THE TRIAL PRODUCTS. NOTWITHSTANDING ANYTHING ELSE, AFFILIATES, SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY FOR ANY CLAIMS IN CONNECTION WITH THE TRIAL PRODUCT OR THESE TRIAL TERMS. THIRD PARTY SUPPLIERS AND LICENSORS HAVE NO LIABILITY TO AN END USER UNDER THESE TRIAL TERMS.

- 21. Compliance with Laws, Export Controls and U.S. Government Restricted Rights.** End User shall conduct its business with the Trial Products and Third Party Items in an ethical manner and comply with all applicable laws, ordinances, codes, regulations and policies applicable to End User's receipt or use of and/or access to the Trial Products and Third Party Items including, without limitation, ensuring compliance with industry-specific laws and regulations applicable to End User and/or its business prior to or during its use and/or access to the Trial Products and Third Party Items. End User represents that: (a) End User is eligible to receive and/or access the Products and Third Party Items under applicable law, and (b) End User shall ensure that its receipt and use of and/or access to the Trial Products and Third Party Items is in accordance with the restrictions in this subsection. The Trial Product and Third Party Items, or any part thereof, including, without limitation, any technical data related thereto and any direct product thereof may not be exported or re-exported contrary to the laws and regulations of the United States and of other countries and End User will not export or re-export the Trial Product or Third Party Items from the country where the Product was originally delivered to End User. The Trial Software and Third Party Items are considered commercial computer software and documentation developed exclusively at private expense and are a "Commercial Item" as defined in 48 C.F.R. § 2.101 (and as it is defined and used in all corresponding agency specific Federal Acquisition Regulation supplements). If the End User is the U.S. Government or any agency or department thereof, the Product and Third Party Items are only delivered as a Commercial Item subject to the license grants and conditions as specified in these Trial Terms.
- 22. Governing Law and Forum.** These Trial Terms shall be governed by and construed in accordance with the laws of the state of New York, United States of America, excluding the United Nations Convention on Contracts for the International Sale of Goods and any conflict of laws rule or principle, foreign or domestic, which might refer such interpretation to the laws of another jurisdiction. Each party irrevocably consents and submits to the exclusive jurisdiction of the federal and provincial courts situated in the city of New York, United States of America and waives any objection thereto on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law. The parties waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to these Trial Terms.
- 23. Code of Conduct.** End User acknowledges, understands, and agrees that: (a) measures taken by or on behalf of End Users to restrict access to the Internet, at the direction of governments or otherwise, must be exceptional, grounded in law, strictly necessary, limited in scope and duration, communicated and explained transparently, and proportional to a legitimate and lawful government aim - the denial of users' individual rights, including online, should be supported by legitimate, compelling, and substantiated reasons, not merely by vague and unspecified claims of national security or by unsubstantiated claims for the need to use police power for the purported safety of the people; (b) AppLogic Networks prohibits its employees, subcontractors and suppliers, and AppLogic Networks-authorized resellers from configuring AppLogic Networks products and services in a manner that will result in the violation of applicable laws, these Trial Terms, any restrictions set out by AppLogic Networks business ethics committee, or any international human rights standards and best practices, and requires them to inform AppLogic Networks compliance officer of any such request or on becoming aware of any such activity; and (c) End User represents, warrants, covenants, and confirms that, should it learn of or have reason to suspect any breach of these Trial Terms, End User will take appropriate remedial steps and promptly notify AppLogic Networks in writing.