

Trial License Agreement for OpticsMRO™ Software (Trial Version)

This Trial License Agreement (this “**Agreement**”) is a binding contract between you (“**you**” or “**your**”) and Robbins-Gioia, LLC (“**RG**,” “**Provider**,” “**we**,” “**our**,” or “**us**”). This Agreement governs your access to and use of the OpticsMRO™ Software (Trial Version), which you may access and use solely for your internal evaluation purposes during the Evaluation Period (as defined below).

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK “ACCEPT” OR FIRST ACCESS OR USE THIS SOFTWARE (the “**Effective Date**”). BY CLICKING “ACCEPT” OR BY ACCESSING OR USING THIS SOFTWARE, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT, AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

1. Trial Version Access/Use

- a. Subject to the terms and conditions of this Agreement, RG hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the OpticsMRO™ Software (Trial Version) described on RG’s website available at <https://www.teamrg.com/lynx> (the “**Software**”) and any related documentation (the “**Documentation**”) during the Evaluation Period solely for your internal evaluation purposes by Authorized Users in accordance with the terms and conditions of this Agreement.
 - i. The “**Evaluation Period**” means the period starting on the Effective Date and ending fourteen (14) calendar days from the Effective Date.
 - ii. “**Authorized Users**” means you and your employees, consultants, contractors, and agents (i) who are authorized by you to access and use the Software under the rights granted to you pursuant to this Agreement and (ii) for whom access to the Software has provided hereunder through provision of a unique password and URL to that Authorized User by RG. Each such password and URL shall be specific to an individual Authorized User and shall not be shared.

Please note that although the trial version of the Software is intended for use only by specific individuals who are Authorized Users, other versions of OpticsMRO™ (not provided under this Agreement) may enable enterprise collaboration.

- iii. This Agreement does not entitle you to any support, maintenance, upgrades, or modifications to the Software.
- b. You shall not, and shall not permit any Authorized User to, use the Software, any software component of the Software, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized User to: (i) copy, modify, or create derivative works of the Software, any software component of the Software, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or Documentation; or (v) use the Software or Documentation for any unlawful, fraudulent, offensive, or obscene activity, or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.
- c. You are responsible and liable for all uses of the Software and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software and the Documentation and shall cause Authorized Users to comply with such provisions. You are responsible for keeping your passwords and access credentials associated with the Software confidential. You will not sell or transfer them to any other person or entity or permit any Authorized User to share passwords or access credentials with any other person (including another Authorized User).

You will promptly notify us about any unauthorized access to your passwords or access credentials.

2. Data Collection and Usage

- a. Information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of your or any other Authorized User through the Software (the “**Customer Data**”) may be used to improve our product and services. You hereby grant to RG a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data. You will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data.
- b. You acknowledge and agree that RG shall have no obligation to you to back up or create archival copies of Customer Data or other data generated in connection with this Agreement, and that your and all Authorized Users' access to such data shall end immediately upon termination of this Agreement.
- c. You may be asked to participate in a survey following the trial period.
- d. By registering for the trial, you consent to receive future communications from Robbins-Gioia, LLC, including updates, product announcements, and event invitations.

3. Disclaimer and Limitation of Liability

- a. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND RG HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. RG MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

- b. TO THE GREATEST EXTENT PERMITTED BY LAW, RG SHALL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (1) DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (2) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (3) LOSS OF GOODWILL OR REPUTATION; (4) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (5) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
- c. For the avoidance of doubt, Robbins-Gioia, LLC shall not be liable for any decisions, outcomes, damages, or losses arising out of or resulting from your or any Authorized User's use of or access to the Software during the Evaluation Period.

4. **Indemnification**

- a. You shall indemnify, hold harmless, and, at RG's option, defend RG from and against any losses, damages, liabilities, or costs (including attorneys' fees) resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on your or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Software or the Documentation in a manner not authorized by this Agreement; or (iii) use of the Software or the Documentation in combination with data, software, hardware, equipment, or technology not provided by RG or authorized by RG in writing. In the event RG seeks indemnification or defense from you under this provision, RG shall promptly notify you in writing of the claim(s) brought against RG for which RG seeks indemnification or defense. RG reserves the right, at its option and in its sole discretion, to assume full control of the defense of the claim(s) with legal counsel of RG's choice. You may not enter into any third-party agreement which would, in any manner whatsoever, affect RG's rights, constitute an

admission of fault by RG, or bind RG in any manner, without Provider's prior written consent.

5. Intellectual Property

- a. RG reserves all rights not expressly granted to you in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, you or any third party any intellectual property rights or other right, title, or interest in or to RG's intellectual property, including but not limited to the Software, the Documentation, or any other intellectual property provided to you or any Authorized User in connection with the foregoing. All rights to the software, including source code, remain the exclusive property of RG. Unauthorized reproduction or distribution of the Software or the Documentation is strictly prohibited.
- b. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or the Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

6. Termination

- a. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until the expiration of the Evaluation Period.
- b. RG may immediately terminate this Agreement if you or any Authorized User fails to comply with any term or condition of this Agreement. Upon such termination Licensee must immediately cease using the Software and the Documentation.
- c. RG reserves the right, at its sole discretion, to terminate this Agreement without cause upon notice to you at any time prior to the end of the Evaluation Period.

- d. Paragraphs 1(b) and 1(c) and Sections 2, 3, 4, 5, 6, and 7 of this Agreement shall survive termination.

7. Miscellaneous

- a. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement, and that modified terms become effective on posting. You will be notified of modifications by email or by communication in the Software. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Software after the effective date of the modifications will be deemed acceptance of the modified terms.
- b. The Software utilizes software and technology that may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software or the software or technology included in the Software to, or make the Software or the software or technology included in the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or the software or technology included in the Software available outside the United States.
- c. The Software is “commercial computer software” as that term is defined at 48 C.F.R. § 2.101. If you are a department, agency or other instrumentality of the U.S. government, the Software and the Documentation are provided subject to the terms of this Agreement and with only those rights expressly granted herein, notwithstanding any other clause or provision of the Federal Acquisition Regulation (“FAR”) or its agency supplements, and the provisions of this Agreement apply except to the limited extent prohibited by federal law. If and to the extent any provision of this Agreement is so prohibited, such provision will be deemed modified only to the extent reasonably necessary to conform to applicable law but to give maximum effect to the provision as written.
- d. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision. Any legal suit, action, or proceeding arising out of or related to this Agreement or the rights granted hereunder will be instituted exclusively in the federal courts of

- the United States or the courts of the Commonwealth of Virginia in each case located in the city of Alexandria, VA, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.
- e. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
 - f. Any notices to us must be sent by email to productsupport@teamrg.com. You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Software. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.
 - g. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.
 - h. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches.
 - i. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.

By clicking “Accept,” you acknowledge that you have read and agree to these terms. If you do not agree, click “Decline” to exit the trial software.