

TRIAL AGREEMENT

THIS TRIAL AGREEMENT ("Agreement") is made by and between Continental Broadband, LLC, a Virginia limited liability company d/b/a Expedient Data Centers ("Expedient"), and the party entering into this Agreement by electronic signature and acceptance below ("Company").

BACKGROUND

Expedient has developed and maintains a proprietary cloud environment, together with related modifications, enhancements, improvements, updates, documentation and other related material, both now-existing and as hereafter developed (collectively, the "Expedient Cloud Environment"). Company desires to test the performance of its applications, databases and/or other products ("Company Materials") within the Expedient Cloud Environment, on a free trial basis, in connection with its consideration of a long-term arrangement with Expedient. Expedient is willing to allow Company to test Company Materials within the Expedient Cloud Environment, on such limited trial basis, in accordance with this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:

1. Expedient hereby grants to Company a non-exclusive, non-transferable, limited, revocable right to access and use the Expedient Cloud Environment solely for internal, non-commercial testing and evaluation of the performance of Company Materials within the Expedient Cloud Environment, on and subject to the terms and conditions herein. Company will have access to the Expedient Cloud Environment via a private, secure Log-in authentication process, specific to Company. To avoid any doubt, the parties acknowledge and agree that this is a limited trial arrangement entered into solely for Company's internal evaluation and testing of the Company Materials within the Expedient Cloud Environment and not for any commercial purposes whatsoever.
2. Company shall not, in connection with its access and use of the Expedient Cloud Environment hereunder, upload, post, transmit, distribute or otherwise publish, through use of the Expedient Cloud Environment, any Company Materials (or any other material or information) that: (a) infringes or misappropriates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any person or entity, (b) violates any law, statute, ordinance, or regulation, (c) is threatening, defamatory, libelous, harassing, vulgar, obscene or profane, in each case as determined by Expedient in its sole discretion, (d) contains any virus, Trojan horse, worm or other malicious code or system

component that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information, or (e) includes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation. In addition to and not in limitation of the foregoing restrictions, and any other rights and remedies of Expedient hereunder or at law, (i) Expedient may suspend or restrict Company's access to the Expedient Cloud Environment if Expedient determines, in its sole discretion, that Company has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein or any other conduct or behavior that, in Expedient's opinion, poses any risk to the Expedient Cloud Environment or to Expedient's other businesses or customers; and (ii) Expedient may refuse to post and/or remove in whole or in part any Company Materials submitted by or on behalf of Company in connection with its trial use of the Expedient Cloud Environment that Expedient determines, in its sole discretion, either are violate this Agreement or pose any risk to the Expedient Cloud Environment or to Expedient's other businesses or customers.

3. Company shall comply with all applicable laws, rules and regulations in connection with its use of the Expedient Cloud Environment under this Agreement. Without limiting the generality of the foregoing, (a) Company acknowledges and agrees that the Expedient Cloud Environment constitutes proprietary property of Expedient and includes valuable trade secrets of Expedient; and (b) Company shall treat the Expedient Cloud Environment as confidential and will not publish or otherwise disclose to any third party any information relating to the performance or quality of the Expedient Cloud Environment, including, but not limited to, any results derived from the testing/evaluation of any Company Materials within the Expedient Cloud Environment.
4. (a) The term of this Agreement shall be a period of thirty (30) days after Company's electronic acceptance hereof, unless Expedient otherwise agrees in writing to extend the term.

(b) Upon termination or expiration of this Agreement, Company shall either (i) enter into Expedient's standard form Managed Services Agreement for commercial (non-test) use of the Expedient Cloud Environment (and/or other Expedient products and services) on terms and conditions, including fees, mutually agreeable to both parties; or (ii) immediately discontinue all use of the Expedient Cloud Environment, following which all data and configurations used to evaluate the Company Materials within the Expedient Cloud Environment shall be destroyed.
5. (a) COMPANY ACKNOWLEDGES AND AGREES THAT, IN LIGHT OF THE "TRIAL" NATURE OF THE ARRANGEMENT CONTEMPLATED UNDER THIS AGREEMENT, (i) THE EXPEDIENT CLOUD ENVIRONMENT IS PROVIDED SOLELY "AS IS" AND "AS AVAILABLE", WITHOUT ANY REPRESENTATIONS OR

WARRANTIES OF ANY KIND OR NATURE, (ii) EXPEDIENT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EXPEDIENT CLOUD ENVIRONMENT AND ANY ALL USES THEREOF, AND (iii) COMPANY SHALL BEAR THE ENTIRE RISK ARISING OUT OF OR OTHERWISE RELATED TO ITS USE OF THE EXPEDIENT CLOUD ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, ALL RISK OF LOSS OR DAMAGE TO ANY AND ALL COMPANY MATERIALS TESTED OR EVALUATED WITHIN THE EXPEDIENT CLOUD ENVIRONMENT.

- (b) IN NO EVENT SHALL EXPEDIENT BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND OR NATURE WHATSOEVER (WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHERWISE) ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR THE PARTIES' RELATIONSHIP HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY DAMAGES ASSOCIATED WITH COMPANY'S USE OF OR INABILITY TO USE THE EXPEDIENT CLOUD ENVIRONMENT, EVEN IF EXPEDIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Company shall indemnify and hold harmless Expedient and its affiliates, and its and their directors, officers, employees and agents, from and against any and all claims, demands, actions and proceedings asserted by any third party, and all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including reasonable legal fees and expenses) incurred in connection with such third party claims, arising out of or resulting from (a) any breach by Company of this Agreement, (b) Customer's use of the Expedient Cloud Environment, and/or (c) any Company Materials, or other data or information, that Company tests, evaluates, accesses and/or views in connection with its use of the Expedient Cloud Environment hereunder, including as a result of or in connection with any claim that such information constitutes copyright infringement or infringement of any other intellectual property rights of any third party
7. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior negotiations, representations, agreements and understandings with respect to such subject matter are superseded hereby. No agreements or amendments altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties. Company may not assign this Agreement any of its rights or obligations hereunder. Failure of Expedient to enforce any right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved. This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

☐ ***I ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.***

BY CLICKING ON THE ABOVE "ACCEPT" BUTTON OR ACCESSING THE EXPEDIENT CLOUD ENVIRONMENT, COMPANY ACKNOWLEDGES AND AGREES THAT (i) ONE OR MORE OF ITS REPRESENTATIVES HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENT AND (ii) COMPANY AGREES TO AND SHALL BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. If Company does not accept the terms of this Agreement, Company will not receive access to the Expedient Cloud Environment.