

## **Trial Agreement**

*By clicking on the “Accept” button, you (“Customer”) are consenting to be bound by and are becoming a party to this Trial Agreement made between Customer and Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV”), with its principal place of business at 2120 Park Place, Suite 100, El Segundo, California 90245 (“NEOGOV”) for the purpose of testing and/or licensing NEOGOV’s PowerRecall product, which for purposes of this agreement (the “Agreement”) shall be referred to as the “SaaS Application.” Customer’s authorized representative represents that he/she is duly authorized to commit Customer to the terms and conditions of this Agreement and to accept the terms and conditions on Customer’s behalf.*

1. **Order Form.** This Trial Agreement shall be considered an “Order Form” under the most recently published version of NEOGOV’s standard terms and conditions available at <https://www.neogov.com/service-specifications> (the “NEOGOV Terms”) and Customer agrees to the NEOGOV Terms which shall be deemed to be part of and incorporated into this Agreement. Notwithstanding the foregoing, the parties agree that to the extent of a conflict between the NEOGOV Terms and the terms of this Trial Agreement, the terms of this Trial Agreement shall prevail. Terms undefined in this Trial Agreement shall have the meanings set forth in the NEOGOV Terms.
2. **License.** NEOGOV hereby grants to Customer and Customer hereby accepts from NEOGOV a royalty-free, non-perpetual, non-exclusive, non-transferable and non-sublicensable license during the Trial Period (as defined below) to use the SaaS Application for its own internal evaluation and testing only. Customer shall not make the SaaS Application available directly or indirectly to any third party and shall not use it for the benefit of any third party.
3. **Trial Period.** Customer agrees to test NEOGOV’s SaaS Application for a period of sixty (60) days following the date hereof (the “Trial Period”) provided NEOGOV does not terminate the Trial Period as set forth herein. NEOGOV shall have no obligation to continue to provide the SaaS Application during the Trial Period, or to support or provide support services to Customer during the Trial Period and may terminate this Agreement at any time during the Trial Period. NEOGOV may, however, make support services available to Customer at its sole discretion, including from time to time making available updates, enhancements and/or modifications to the SaaS Application, but NEOGOV is under no obligation to do so. Any such updates, enhancements and/or modifications to the SaaS Application shall be subject to the terms and conditions of this Agreement.
4. **Customer Feedback.** Customer agrees to use reasonable efforts to provide NEOGOV with feedback regarding the SaaS Application (“Feedback”) during the Trial Period. Feedback shall include, but is not limited to, all information regarding any problems or defects in the SaaS Application encountered by Customer. Customer shall transmit Feedback to NEOGOV in any medium reasonably requested by NEOGOV, including via NEOGOV’s Internet customer support page, or by telephone, facsimile, or written or electronic communication. All Feedback shall be considered “Confidential Information” under the NEOGOV Terms and become the sole and exclusive property of NEOGOV and may be used by NEOGOV in any way without restriction or obligation to Customer. NEOGOV has an unconditional right to use for any purpose any ideas, concepts, know-how, or techniques resulting from NEOGOV’s access to or work with any Feedback or other information exchanged pursuant to this Agreement.

5. **Subscription Following the Trial Period.** Following the Trial Period, Customer may execute a new Order Form to subscribe for the SaaS Application which shall incorporate the NEOGOV Terms. If Customer does not execute an Order Form to subscribe for the SaaS Application following the Trial Period, Customer's license to the SaaS Application shall terminate and NEOGOV shall terminate Customer's access to the SaaS Application.
6. **No Warranty.** Customer understands and agrees that NEOGOV makes no representation or warranties regarding use of any SaaS Application during the Trial Period. Customer shall have sole responsibility for adequate protection and backup of its data used in connection with each SaaS Application and Customer shall not have any claim against NEOGOV for lost data, re-run time, inaccurate input, work delays or lost profits resulting from the use of the SaaS Application during the Trial Period. THE PILOT SAAS APPLICATION AND TECHNICAL SUPPORT, IF ANY, ARE PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER WILL USE THE PRODUCT AT ITS OWN RISK.
7. **Limitation of Liability.** IN NO EVENT WILL NEOGOV OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SAAS APPLICATION DURING THE TRIAL PERIOD, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OF DATA, LOST SAVINGS OR ANY INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY LICENSEE BASED ON A THIRD PARTY CLAIM.
8. **AI Acknowledgement.** By using the SaaS Application Customer acknowledges and agrees that the SaaS Application incorporates Generative AI technology which may produce algorithmically generated content based on Customer's policies. NEOGOV does not guarantee the accuracy or suitability of the AI-generated content and disclaims all liability for any errors, inaccuracies, or omissions. Content generated by this technology is suggestive in nature only and must be critically assessed by users (using human review) for accuracy and applicability to Customer's specific needs. Customer may override the results of this feature at any time. By using this feature, Customer is indicating its acceptance to these terms and authorizes NEOGOV to scan Customer's policies for card creation using Generative AI technology.