

SOFTWARE EVALUATION AGREEMENT

This Software Evaluation Agreement (the "Agreement") is made and entered into by and between Luro Ventures, Inc., a Delaware corporation ("Company") and any person who completes the registration process to test and evaluate the Evaluation Software or any entity on whose behalf any person completes the registration process to test and evaluate the Evaluation Software ("Customer").

BY CLICKING THE BUTTON INDICATING ACCEPTANCE OR ACCESSING OR USING ANY PART OF THE EVALUATION SOFTWARE, CUSTOMER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED AND CUSTOMER MUST NOT ACCESS OR USE ANY PART OF THE EVALUATION SOFTWARE.

The parties hereby agree as follows:

1. **Evaluation Software.** "Evaluation Software" means any and all of the dashboard and analytics platform services, software and other offerings provided by Company pursuant to this Agreement, including the SaaS Platform, the offerings provided through <https://luroapp.com>, any mobile applications, related materials and documentation, and APIs provided by Company, and all such services and software labeled as alpha, beta, pre-release, trial, preview or otherwise. For the purpose hereof, "SaaS Platform" means everything at <https://luroapp.com>, and related services located in the <https://luroapp.com>, domain and subdomains, including software, code, algorithms, hosted services, and web interfaces.
2. **Evaluation Period.** The "Evaluation Period" shall commence on the Effective Date and continue for one (1) month thereafter.
3. **License.** Subject to the terms and conditions of this Agreement, Company grants to Customer a personal, limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Evaluation Software solely for the purposes of internal testing and evaluation. Customer shall not modify, rent, sell, lease, loan, transfer, or make copies of the Evaluation Software. Except as authorized with respect to Evaluation Software source code, Customer shall not disassemble, de-compile, reverse engineer, or otherwise attempt to discover the source code of the Evaluation Software. Further, except with respect to Customer demonstration calls for Customer's instance/dashboard of the Evaluation Software for which Customer has received the prior written approval from Company, Customer shall not demonstrate the Evaluation Software to third parties, allow third parties to access or use the Evaluation Software, or use the Evaluation Software for the benefit of any party other than Customer or Company.
4. **Usage and Results.** Customer agrees to use the Evaluation Software on a regular basis during the Evaluation Period. After Customer has completed its evaluation (but in any event prior to the end of the Evaluation Period), Customer shall provide Company with a written report which discloses: (i) which portions of the Evaluation Software has been utilized, (ii) the nature of that utilization, (iii) the extent or amount of utilization, (iv) the errors or difficulties discovered, (v) the characteristic conditions and symptoms of the errors and difficulties, so that Company may recreate the errors and difficulties itself, and (vi) at Customer's

discretion, suggested modifications, additions and improvements (collectively, the "Results"). Notwithstanding the foregoing, Customer agrees to notify Company by telephone within three (3) business days of the discovery of a material error or difficulty in the Evaluation Software. Upon Company's request, Customer will consult with Company in Company's review and analysis of the information within the report.

5. **Term.** This Agreement shall commence on the Effective Date and continue in full force and effect until terminated in accordance with this section. This Agreement shall terminate upon the earliest to occur of (a) the end of the Evaluation Period, (b) Customer's breach of this Agreement, or (c) thirty (30) days prior written notice from either party to the other party. Promptly upon termination of this Agreement, Customer shall return to Company or destroy all copies of Evaluation Software, accompanying materials related thereto, and all Company Confidential Information. Sections 4 and 6-12 shall survive termination of this Agreement.

6. **Confidentiality.** The Evaluation Software, all accompanying documentation, this Agreement, and all information disclosed by Company to Customer hereunder or otherwise in connection with the Evaluation Software or Company's business, including without limitation performance data, features and other information relating to or obtained from the Evaluation Software, (collectively "Confidential Information") shall be deemed to be confidential information of Company and shall not be disclosed by Customer to any third party. Customer shall only use the Confidential Information in furtherance of the intended purpose of this Agreement, and in no other manner. Customer agrees to take all necessary precautions to avoid disclosure and misuse of the Confidential Information. Each of Customer's employees with access to the Confidential Information shall be bound by a written non-disclosure agreement that is at least as protective of the Confidential Information as is this Agreement. Customer shall promptly notify Company if Customer becomes aware of any breach of this section, and agrees to assist Company in remedying any such breach.

7. **Ownership.** All right, title, and interest in and to the Evaluation Software and all intellectual property embodied therein or related thereto shall be and shall remain the sole and exclusive property of Company. Customer hereby assigns and agrees to assign to Company all right, title, and interest in and to all Results and other feedback provided to Company that relates to the Evaluation Software. To the extent any such assignment is held to be invalid, Customer grants to Company an exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use and exploit the Results and other feedback without any restriction whatsoever. Except for the express license granted herein, Company does not grant to Customer any other licenses or rights, whether express or implied, to the Evaluation Software or any other Company intellectual property.

8. **Publicity.** Customer agrees that Company may include the name, logo, and success stories of Customer on Company's website, press releases, promotional and sales literature, and advertising materials, and that Company may use Customer as a reference customer in its marketing and customer prospect materials. Furthermore, Customer shall use commercially reasonable efforts to (a) cooperate with Company with regard to the publication of at least one (1) press release and (b) participate in one (1) case study each

of (a) and (b) regarding Customer's use of the Evaluation Software.

9. Customer Representations. The person indicating acceptance of these terms on behalf of a party hereby represents that they are duly authorized to bind such party and execute this Agreement on behalf of that party and is operating within the scope of their authority, and that the execution, delivery and performance of this Agreement and the consummation of any transactions provided herein have been duly authorized by all necessary action of the respective party.

10. Disclaimer of Warranty. THE EVALUATION SOFTWARE AND ANY SUPPORT, CUSTOMER SERVICE, OR OTHER MATERIALS OR SERVICES RELATED THERETO ARE EXPERIMENTAL IN NATURE AND ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY THAT THE EVALUATION SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES UNDER OR RELATED TO THIS AGREEMENT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO \$1,000.00. THE PARTIES AGREE THAT THE LIABILITY AND WARRANTY LIMITATIONS SET FORTH IN THIS AGREEMENT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

12. Injunctive Relief. A breach by Customer of its license restrictions or confidentiality obligations will result in irreparable damage to Company for which there is no adequate remedy at law. Therefore, Company shall be entitled to seek injunctive relief in addition to any other relief as may be obtainable, without the requirement of posting bond.

13. General. This Agreement shall be governed by the laws of Texas without reference to conflict of laws principles. All disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Travis County, Texas, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. Customer shall not assign this Agreement in any manner, and any purported assignment shall be void. Company may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets. Customer shall comply in all respects with all U.S. and foreign export laws and regulations. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior negotiations and understandings between the parties, both oral and written,

regarding such subject matter. No waiver or modification of this Agreement shall be valid unless in a formal writing signed by an officer of each party. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall be fairly interpreted in accordance with its terms and conditions without any strict construction in favor of or against either of the parties.

