

# Trial Agreement

This is an agreement between

- \_\_\_\_\_ (hereinafter the "Client")

and

- Brain Srl, via Principe Amedeo 12, 10123, Torino, Italy, Registration number 11607240014 (hereinafter "Brain").

This Agreement consists of the following terms and conditions (hereinafter the "Terms").

## 1 Description and Purpose of the Service

Brain owns a dataset called Brain Language Metrics on Earnings Calls Transcripts (hereinafter the "Service") aimed at the financial sector industry. The dataset is the results of Brain proprietary analytics models.

## 2 The Trial Period

Brain grants to the Client a free limited-time trial period of the Service for the purpose of evaluation ("The Trial Period") for the duration of 60 days.

The Client will be under no obligation to buy a subscription to use any paid service as a result of a subscription to the Trial Period.

## 3 Disclaimer of Warranties

The Client expressly understands and agrees that the use of the Service is at his sole risk. The Service is provided on an as-is-and-as-available basis.

Brain expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Brain makes no warranty that the Service will be uninterrupted, timely, secure, or error free.

The Client agrees that Brain will not be liable to the Client or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of the Service for any reason.

The Client agrees to indemnify and hold harmless Brain from and against any losses, damages, fines and expenses arising out of or relating to any use of the Service.



Brain makes no guarantees regarding the accuracy and completeness of the information provided by the Service.

The Service is provided for informational purposes only and do not constitute an offer to sell, a solicitation to buy, or a recommendation or endorsement for any security or strategy, nor do they constitute an offer to provide investment advisory or other services by Brain.

#### 4 End of Trial Period

After the end of the Trial Period, the Client will have the option to perform a paid monthly subscription to the Service. If such subscription is not performed the Client should delete all data related to the Service.

#### 5 Illegal Activities

The Client agrees not to use the Service for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, or is otherwise objectionable, or that which infringes or may infringe intellectual property or other rights of another.

Brain reserves the right to terminate the Client access to the Service if there are reasonable grounds to believe that the Client has used the Service for any unauthorized or illegal activity.

#### 6 Authority of the Client to Utilize Data

The Client may not resell or otherwise redistribute the Service data to anyone.

The Client is not authorized to sell derived data (analysis and aggregation) based on the Service data.

#### 7 Duration and Termination

The Agreement comes into force from the acceptance date of the Terms and it has a duration of 30 days. After the end of the agreement termination, the Client will have the option to perform a paid monthly subscription to the Service. If such subscription is not performed the Client should delete all data related to the Service.

#### 8 Governing Law and Jurisdiction

The existence, validity and implementation of this Agreement shall be governed by and construed in accordance with Italian Law;

Any controversy or claim arising out of or relating to this Agreement shall be finally settled by the Italian courts in Milan, Italy.

#### 9 Contacts



For any questions or concerns regarding the Terms, Brain can be contacted at the email address [contact@braincompany.co](mailto:contact@braincompany.co)

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In accordance with article 1341, second comma, of the Italian Civil Law, the parties declare to have read and to specifically approve the content of the sections:

- a) Section 1, Description and Purpose of the Service;
- b) Section 2 The Trial Period;
- c) Section 3, Disclaimer of Warranties;
- d) Section 5, Illegal Activities;
- e) Section 6, Authority of the Client to Use Data;
- f) Section 7, Duration and Termination;
- g) Section 8 Governing Law and Jurisdiction.

For Brain

Date:

Name: Francesco Cricchio

Title: Chief Executive Officer

Signature:

For the Client

Date:

Name:

Title:

Signature: