



## FACTEUS

### Data Evaluation Agreement

This Data Evaluation Agreement (“**Agreement**”) is made as of [Click here to enter text.](#) (the “**Effective Date**”), by and between Facteus, Inc., a Delaware corporation with a principal place of business at 4145 SW Watson Avenue Suite 200, Beaverton, OR 97005 (“**Facteus**”), and [Click here to enter text.](#), a [Click here to enter text.](#) with a principal place of business at [Click here to enter text.](#) (“**Licensee**”), for the purpose of testing the Facteus data products and services (collectively, the “**Facteus Data Product(s)**”).

#### GENERAL TERMS AND CONDITIONS

- A. Facteus has developed, compiled, maintained, and/or collected the Facteus Data Product, including all modifications, enhancements, improvements, updates, additions, derivative works, documentation, and related material.
- B. Facteus is willing to provide a Facteus Data Product for Licensee’s non-commercial, internal evaluation purposes (“**Evaluation**”).
- C. Licensee wishes to evaluate the one or more Facteus Data Product(s).

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

1. **License Grant.** Subject to Licensee’s compliance with the terms of this Agreement, Facteus hereby grants Licensee a temporary, non-exclusive, revocable, non-transferable, limited license for Licensee and its Agents to use the Facteus Data Product specified in [Exhibit A](#) during the Evaluation Period at Licensee’s business location solely for the Evaluation. “**Agents**” shall mean Licensee’s third party contractors and agents who agree on in writing to be bound by the obligations of use and confidentiality in this Agreement. Facteus owns, or if applicable, has acquired license rights from a third party, and has the authority to grant this license. Title to the data will remain with Facteus or its third party owner.
2. **Licensee Obligations.** Licensee agrees to utilize and evaluate the Facteus Data Product, conduct tests and evaluations of the Facteus Data Product, and report the results of Licensee’s use, testing and evaluations to Facteus in a timely manner.
3. **Confidentiality and Non-Disclosure.** Licensee acknowledges that in the course of the Evaluation and performing its duties under this Agreement, it may obtain confidential information relating to the Facteus Data Product and/or Facteus (“**Confidential Information**”). Such Confidential Information shall belong solely to Facteus and Licensee shall not without the express written authorization of Facteus:
  - a. Copy, sell or market the Facteus Data Product to any third party; or
  - b. Publish or otherwise disclose to any third party any data included as part of the Facteus Data Product or that is otherwise made available to Licensee as part of the Facteus Data Product, or any other information relating to performance or quality of the Facteus Data Product; or
  - c. Modify, reuse, disassemble, decompile, personalize, reverse engineer or otherwise translate the Facteus Data Product or any portion thereof.

Licensee shall maintain the confidentiality of any Confidential Information received pursuant to this Agreement for so long as any of the Confidential Information remains confidential to Facteus, regardless of whether the parties enter into a definitive agreement for a business relationship or ultimately pursue separate interests.

4. **Term.** The term of this Agreement begins on the Effective Date and shall continue until the expiration of the Evaluation Period (“**Term**”).

5. **Evaluation Period.** The evaluation period (“**Evaluation Period**”) shall be specified in Exhibit A, or if no period is specified, the Evaluation Period is the sixty (60) day period beginning upon Licensee’s receipt of the Facteus Data Product.
6. **Optional Daily Feed.** If Licensee elects to receive the Daily Feed (as defined in Exhibit B), the terms and conditions of Exhibit B, including all payment obligations of Licensee, shall apply to this Agreement.
7. **Feedback.** Licensee agrees to be available to discuss the status of the Evaluation within a reasonable time after the delivery of the Facteus Data Product. Licensee agrees to answer questions and disclose, among other things: (a) what future enhancements could be made; and (b) what problems, if any, were unresolved. Licensee agrees that any written evaluations and all inventions, product improvements, modifications, or developments that Facteus conceived or made during or subsequent to this Agreement, including those based partly or wholly on Licensee’s feedback, will be the sole and exclusive property of Facteus. Facteus will have exclusive rights, title, and interest in all such property. This Section 7 shall survive the termination or expiration of this Agreement.
8. **Termination.** Either party will have the right to terminate this Agreement, in whole or in part, for its convenience immediately upon written notice to the other party. Upon: (a) the expiration of the Evaluation Period; or (b) the earlier termination of this Agreement; or (c) Facteus’ earlier request, Licensee must either, at Facteus’ option, return the Facteus Data Product to Facteus, in addition to any and all documents, records, memoranda, notebooks, drawings, prototypes, and other repositories or embodiments including or containing any data or data structures included as part of the Facteus Data Product, no matter the character, nature or description, or destroy the same (and certify such destruction in writing). No breach of this Agreement by Facteus shall be considered material unless Facteus is given notice and the opportunity to cure within 15 business days.
9. **Intellectual Property.** Licensee acknowledges and agrees that any software, technology, underlying source code, algorithms, data structures, data, methods, processes, screen formats, report formats, ideas and concepts contained in or associated with the Facteus Data Product are valuable intellectual property owned by Facteus and its licensors, including all associated patent, copyright, trade secret, trademark, and other intellectual property rights. Licensee agrees not to, except as expressly authorized and only to the extent established by applicable statutory law, attempt to (or permit others to) decompile, personalize, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms or file formats of the Facteus Data Product by any means. Licensee will not develop methods to enable unauthorized parties to use the Facteus Data Product or any copy thereof, or to develop any other product containing any of the concepts and ideas contained in the Facteus Data Product. Licensee will not modify the Facteus Data Product or incorporate any portion of the Facteus Data Product into or with any third-party content or materials, or create a derivative work of any portion of the Facteus Data Product. Licensee will not remove any copyright or other proprietary notices from the Facteus Data Product or any copies thereof. Facteus reserves all rights not expressly granted hereunder. The license granted herein does not constitute a sale of the Facteus Data Product or any portions or copies thereof. Licensee agrees not to challenge Facteus’ ownership or rights in and to the Facteus Data Product and related materials, including without limitation, all copyrights, and other proprietary rights. Licensee acknowledges and agrees that any violation of the terms of this Section 9 would irreparably harm Facteus and that Facteus may enforce the terms of this Section 9 through injunctive relief, without limitation to any other rights and remedies available to Facteus.
10. **No Warranty.** THE FACTEUS DATA PRODUCT IS PROVIDED “AS IS” AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, VALIDITY AND/OR NON-INFRINGEMENT. THE ENTIRE RISK



ARISING OUT OF THE USE OR PERFORMANCE OF THE FACTEUS DATA PRODUCT REMAINS WITH LICENSEE.

- 11. **Limitation of Liability.** IN NO EVENT SHALL FACTEUS BE LIABLE FOR ANY DAMAGE WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE FACTEUS DATA PRODUCT, EVEN IF FACTEUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THIS AGREEMENT.
- 12. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Oregon, USA, excluding its choice of laws rules. The United Nations Convention for International Sales of Goods shall not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in a federal or state court located in Multnomah County, Oregon, USA, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. Any notice required by this Agreement shall be given by prepaid, first-class, certified mail, return receipt requested to the above address, or such other address as may be given from time to time under the terms of this notice provision. Licensee shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement. Facteus may assign this Agreement without notice or Licensee's consent.
- 13. **Severability.** If any provision of this Agreement shall be found by a court to be void, invalid, or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

In witness whereof, the parties have caused this Agreement to be executed by their authorized representatives as of the Effective Date.

**FACTEUS, INC.**

**LICENSEE**

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date: