

# Trial Period License Agreement

Effective July 1, 2019

The Santarlas Global, Inc., d/b/a "My Private Eye®", Restricted License ("Agreement") is dated on the registration date ("Effective Date") between Santarlas Global, Inc., d/b/a "My Private Eye®", (hereinafter, "SG"), and the undersigned Licensee ("Licensee"). SG and Licensee enter into this Agreement to set forth the terms by which SG is licensing the Software and Data (as set forth in Exhibit A) and associated documentation (the Software, Data and Documentation are referred to herein collectively as, the "Licensed Products") to Licensee in connection with the parties' negotiations of a possible business relationship.

Subject to Licensee's compliance with the terms and conditions of this Agreement and the payment by Licensee to SG of any Initial Set-Up Fees, if any, set forth on Schedule A, on the Effective Date, SG hereby grants to Licensee a non-exclusive, non-assignable, non-transferable, restricted rights license to use the Licensed Products to evaluate and demonstrate the Licensed Products solely on an internal basis and solely for the purpose of evaluating whether to enter into a business relationship with SG (the "Purpose"). No license is granted by SG to Licensee for any other use or purpose. Any other use of the services is strictly prohibited and a breach of this license. Licensee shall not distribute, rent, lease, sub-license, provide access to, assign or transfer the license or the Licensed Products to any third party. Licensee may use the Licensed Products solely for the Purpose, but Licensee shall not use the Licensed Products for the development of applications for any other purpose including for its' internal use, or for resale, license, sub-license or demonstration by Licensee to any third party. Licensee agrees to implement reasonable controls to ensure compliance with the intended use of the restricted license authorized by SG. SG reserves the right to perform a compliance audit of the licensee's use of the restricted license during licensee's normal business hours, upon reasonable notice and at SG's expense. Except for the rights expressly granted to Licensee by SG pursuant to this Agreement, SG hereby expressly retains all of its rights in the Licensed Products.

Without limiting the foregoing, Licensee further agrees that any other use of the Licensed Products (in whole or in part), including, but not limited to resale, distribution, rent, lease, or sub-license of the Licensed Products, whether during or after the Evaluation Period shall constitute a violation of the terms and conditions of this agreement and will result in immediate termination of services and this Agreement.

**The term of this restricted license ("Trial Period") is seven calendar days (7) from the Effective Date.**

SG shall have the right at its sole and complete discretion to terminate this Agreement without notice at an earlier date for any or no reason. On the date of the expiration or termination of this Agreement, Licensee shall immediately: (a) discontinue all use of all of the Licensed Products in whole or in part, (b) erase, destroy or return to

SG any of the Licensed Products, including copies contained in the computer memory or data storage apparatus, and (c) certify in writing to SG that Licensee has completed all actions required by this provision and that the licensee no longer possesses or controls any copies of the Licensed Products. On the date of expiration or at any time prior to the date of expiration, Licensee may make a monthly payment or an annual payment for continued usage of the program. In the event that the Licensee becomes or is a direct competitor of SG, this license shall immediately terminate. Termination of this license will not limit either party from pursuing any other remedies available to it, including injunctive relief.

The "Free Trial" offer automatically rolls to recurring monthly subscription (at our highest billable rate) unless you notify SG in writing of your desire to cancel the service. The notification to cancel service during the free trial period stage MUST be e-mailed or postmarked by the Licensee prior to the end of your free trial period date. Written notification to SG MUST be made by the Licensee via U.S.P.S. Certified Mail, Return Receipt or via our e-mail address located in the "Contact Us" section of our homepage. Licensee's failure to do so equates to Licensee's agreement to continue utilizing the "My Private Eye@", program(s) and SG's expectation to be paid for those services made available to the Licensee.

Licensee further agrees that registering with SG constitutes a recurring monthly payment obligation on the part of the Licensee. Licensee expressly grants SG to charge Licensee's account, credit card or debit card on a monthly recurring basis for the monthly service fees associated with Licensee's account. The first month charges, and each month thereafter, for the account shall be billed at our "Highest" billable rate in the event that the Licensee does not properly cancel its' account with SG or submit its' current fee prior to or on the due date.

Title and ownership rights in the Licensed Products are and shall at all times remain with SG and/or its suppliers. No license, right or interest in any trademark, trade name or service mark of SG is granted under this Agreement. Licensee shall not obliterate, obscure, modify or interfere with the display of any copyright or confidentiality notices included on or in the Licensed Products.

**SG WARRANTS THAT IT HAS THE RIGHT TO GRANT ALL LICENSES GRANTED TO LICENSEE IN THIS AGREEMENT. EXCEPT FOR THE FOREGOING, THE LICENSED PRODUCTS ARE PROVIDED BY SG TO LICENSEE "AS-IS," AND SG PROVIDES NO OTHER WARRANTIES UNDER THIS AGREEMENT OR THE LICENSE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, OR FITNESS FOR ANY USE OR PURPOSE. SG SHALL NOT BE LIABLE TO LICENSEE FOR ANY SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED PRODUCTS.**

Except as expressly contemplated herein, Licensee shall not copy, modify, alter, adapt, translate, port, use, disclose, sell or transfer, in whole or in part, the Licensed Products, or attempt to derive the source code thereof by any means including but not limited to decompiling, disassembling, reverse engineering, merging, reverse analyzing output data or creating derivative works of the Licensed Products. Licensee shall not bypass, disable or reverse engineer any protections put in place by SG against unlicensed use of the Licensed Products beyond the trial Period. The parties acknowledge that performance of this Agreement will not result in the acquisition or development by Licensee of any rights with respect to the Licensed Products including without limitation, modifications, improvements, enhancements, or other derivative material. Licensee shall not publish, nor disclose to any third party, any benchmark tests run on the Licensed Products without SG 's prior written consent.

At all times during the term hereof and at all times thereafter, Licensee shall keep confidential and not disclose, directly or indirectly, and shall not use for the benefit of itself or any other individual or entity any Confidential Information of SG. Without limiting the foregoing, Licensee shall take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to comply with the provisions of this paragraph with respect to the Confidential Information of SG. "Confidential Information" means any trade secrets or confidential or proprietary information whether in written, digital, oral or other form which is unique, confidential or proprietary to SG, including, but not limited to, the Licensed Products, and any other materials or information related to the business or activities of SG which are not generally known to others engaged in similar business or activities. "Confidential Information" will not include information (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party. SG's failure to mark any Confidential Information as confidential, proprietary or otherwise shall not affect its status as Confidential Information hereunder.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and both parties agree to submit to the exclusive jurisdiction of federal or state courts located in Hillsborough County, Tampa, Florida. Each party agrees not to bring suit in any other courts, nor to seek to remove such actions to courts outside of Florida.

Upon any violation of this Agreement by Licensee, SG shall have the right to seek any and all remedies available to it under the law and in equity. Additionally, each party expressly acknowledges and agrees that any breach or threatened breach of this Agreement may cause immediate and irreparable harm to the other party which may not be adequately compensated by damages. Each party, therefore, expressly agrees that in the event of such breach or threatened breach and in addition to any and all available equitable and legal remedies, each party shall have the right, after providing timely notice to the other party, to seek equitable injunctive relief in connection with such breach or threatened breach.

If SG is successful in bringing an action to enforce the terms hereof or declare rights hereunder, it shall be entitled to recover reasonable attorney's fees, private investigative fees, process server fees, legal assistant's fees and any/all costs incurred in connection with such action. The foregoing shall include fees and costs associated with an appeal or otherwise, including those incurred in arbitration, mediation, administrative or bankruptcy proceedings.

This Agreement sets forth the entire agreement between the parties respecting this subject matter, and this Agreement supersedes all prior agreements and understandings between the parties related to such subject matter. Any modifications or additions to this Agreement are null and void unless specifically agreed in writing by an authorized officer of both parties.

All provisions of this Agreement which expressly or by their nature are to continue after termination, cancellation or expiration of the Agreement shall survive and remain in effect.

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. The acceptance of this Trial Terms and Conditions Agreement and/or the usage of the My Court Calendar software program also binds the licensee to the General Terms and Conditions as set forth on the homepage found at [www.mypi.us](http://www.mypi.us) .

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**EXHIBIT A**

**Santarlas Global, Inc, d/b/a "My Private Eye®"**

Trial Period License

Licensed Products

**Licensed Software ("Software")**

<b>Products</b>	<b>Initial Set-Up Fee</b>
Santarlas Global, Inc, d/b/a "My Private Eye®"	\$00.00

**Licensed Data ("Data")**

<b>Products</b>	<b>Initial Set-Up Fee</b>
Santarlas Global, Inc, d/b/a "My Private Eye®" source code and all data contained therein.	\$00.00

**Created July 1, 2019**

# SANTARLAS GLOBAL, INC.

## CREDIT CARD AUTHORIZATION FORM

Subscriber Name: \_\_\_\_\_

Subscriber Address: \_\_\_\_\_

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### Credit/Debit Card Information

\_\_\_\_\_ Visa      \_\_\_\_\_ MasterCard

Name on Credit Card: \_\_\_\_\_

Card #: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_

(Address where monthly credit card statements are received)

Phone Number Including Area Code: \_\_\_\_\_

(Associated with credit card)

### Terms of Credit Card Authorization Charges

The above listed subscriber agrees that Santarlas Global, Inc. has the authorization to make a charge on my credit/debit card in the amount of (\$165.00) One-Hundred, Sixty-Five U.S. Dollars. The charge will be made at any time after the free trial period in my account unless I abide by the terms and conditions for cancellation set forth in this agreement. I also agree to allow Santarlas Global, Inc. to charge my credit/debit card on a recurring monthly basis for the amount due thereafter based upon the terms and conditions in this agreement or my level of service selection in my account. Payment(s) will be applied for monthly subscription fees based upon the level of service, due date in my account and the trial and/or general terms and conditions of Santarlas Global, Inc. d/b/a My Private Eye®. In the event this card is invalid, subscriber agrees to provide another card to be utilized for the payment described herein. There is a convenience fee associated with making a payment which is separate from the payment obligation that you are paying to My Private Eye. This convenience fee is paid to NAB, a third party processing company with an e-mail address of <https://www.nab.com.au/>. No portion of the convenience fee is sent to Santarlas Global, Inc. as part of your payment. You agree to the NAB Terms in their entirety and that they are a valid and enforceable agreement between You and NAB.

This authorization is intended to be a binding contract. The credit card holder of record agrees that sales are final and no refunds will be applied or credits made to the credit/debit card. These charges are valid regardless of whether or not the subscriber utilizes the software program(s). The court of jurisdiction for any legal disputes is Hillsborough County, Tampa, Florida. As the card holder or entity representative, by signing below I understand and agree to the terms set forth in this agreement, agree to pay, and specifically authorize Santarlas Global, Inc. to charge my credit/debit card, for the amount listed above. I also agree to be held personally liable in the event the entity refuses to remit payment (s).

**Signature of Credit/Debit Card Holder:** \_\_\_\_\_

**Printed Name of Credit/Debit Card Holder:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_