



RAPID4CLOUD - RAPIDTEST TRIAL AGREEMENT.

Last updated: 19th June 2023

General Terms of the RAPIDTest Trial:

- Available for use with an Oracle Vision Demo Cloud server only
- Available to use with any of the Financial modules [GL,AP,AR,FA,CM,PAYMENTS]
- We require you to list the top 5 needs you want to be sure this test will achieve.
- By default, the trial will be available only 5 days but if your 5 needs cannot be achieved in that timeline, we will work out an appropriate one with you.
- We will provide training and support.
- We will not provide customizations as part of the trial [mandatory custom DFF's, or custom screens, etc]
- Only one user needs access to the trial.

1. THE AGREEMENT

This RAPID Cloud Services Agreement (this "Agreement") is between RAPID4CLOUD LLC. ("RAPID," "RAPID4CLOUD," "we," "us," or "our") and the individual identified in the Appendix 1 ("You"). This Agreement sets forth the terms and conditions under this Agreement.

You are responsible for carefully reading the terms of this trial agreement before clicking SUBMIT or ACCEPT and/or accessing or using any RAPID services. By Clicking SUBMIT or ACCEPT and/or accessing or using such services, you confirm that you have read and accept this agreement. In addition, by registering for the trial, you grant RAPID the permission to contact you with trial information and to receive promotional, sales and marketing emails from RAPID during the trial period. You will have the option to unsubscribe to these emails at anytime, by following unsubscribe procedures and/or providing a written email notice to RAPID at info@rapid4cloud.com.

2. LICENSE GRANT

This Trial Agreement ("Agreement") is made and entered into on the first day that the Trial Services are activated for Your use ("Trial Service Activation Date"), and will remain in effect for the duration of the Trial Period as specified below. The individual who has registered and signed up for the Trial Services represents and warrants that he or she has the legal power and authority to enter into this Agreement and to be legally bound to the terms of this Trial Agreement. The terms and conditions of this Agreement shall govern the Trial Services to be provided by RAPID during the Trial Period. The term "RAPID" shall include Rapid4Cloud, and any third parties which are providing third party services or products, on behalf of RAPID, as part of the Trial Services. A Definitions section is included at the end of this Agreement which includes further applicable definitions used in this Agreement.

Subject to the terms and conditions of this Agreement, RAPID hereby grants You a non-exclusive, non-transferable, non-assignable, limited license to use the Trial Services during the Trial Period solely for business purposes and strictly for purposes of Your own internal evaluation of the RAPID Services and not for any commercial or competitive purpose. All rights not expressly granted to You are reserved by RAPID. RAPID reserves the right to make changes, modifications, reduction in functionality and enhancements to the Trial Services, at any time, and from time to time without prior notice.

3. THE TRIAL PERIOD

The Trial Period for the Trial Services will be for five (5) days from the Trial Service Activation Date, unless: a) such Trial Period is for a longer term as specified by RAPID; or b) is extended by mutual Agreement of the parties. You acknowledge and agree that, at the end of the Trial Period, Your access to the Trial Services will be AUTOMATICALLY terminated, with or without notice, unless You elect to license the Services on a paid subscription basis. In the event You wish to enter into a full subscription license for the use of the RAPID Services, You will be required to execute an Order Form, detailing the Services, duration and pricing applicable to the use of the Services.

4. YOUR RESPONSIBILITIES

You are responsible for all activity occurring under Your designated User accounts and shall comply with all applicable laws and regulations in connection with Your use of the Trial Services, including but not limited to those related to data privacy, international communications, the transmission of technical or personal data and export control laws and regulations. You shall: (i) notify RAPID immediately of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the Services; (ii) report to RAPID immediately and use reasonable efforts to stop immediately any copying or distribution or misuse of Content, RAPID Technology, Services or Deliverable that becomes known or suspected by You and (iii) not impersonate another RAPID user or provide false identity information to gain access to or use the Services.

5. YOUR DATA

The Trial Services must not be used with PRODUCTION systems. To the extent You enter any Data into the Services, You, not RAPID, shall have sole responsibility for the accuracy, quality, integrity, legality, and intellectual property ownership or right to use all Data, and RAPID shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of such Data. Your use of Data shall be limited to the purpose of providing the Trial Services. To the extent You enter Data into the Services, You agree and acknowledge that RAPID is not obligated to retain any Data after termination or expiration of the Trial Period, and (ii) RAPID may delete Data after the end of the Trial Period, without further obligation or liability.

6. OWNERSHIP RIGHTS AND RESTRICTIONS

RAPID shall own all right, title and interest, including all related Intellectual Property Rights, in and to the RAPID Technology, the Content and the Services and Deliverables (if any), including to any and all enhancements, enhancement requests, suggestions, modifications, extensions and/or derivative works thereof. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Services, to any Deliverable, the RAPID Technology or the Intellectual Property Rights owned by RAPID. The RAPID name, the RAPID logo, and the product names associated with the Services of RAPID and no right or license is granted to use them.

7. SUSPENSION AND TERMINATION

RAPID reserves the right to suspend or terminate this Agreement and the Trial Services, with or without cause, at any time, with or without notice. You may terminate the Trial Services, with or without cause, at any time, by providing a written notice to RAPID at info@rapid4cloud.com.

8. DISCLAIMER OF WARRANTY

THE SERVICES ARE PROVIDED "AS IS" AND RAPID MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND RAPID SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR THE USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. RAPID DOES NOT WARRANT THAT THE SERVICES, (INCLUDING PROFESSIONAL SERVICES OR RELATED DELIVERABLES, IF ANY), ARE OR WILL BE ERROR-FREE, WILL YOU'RE YOUR REQUIREMENTS, OR BE TIMELY OR SECURE. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF RAPID TO ANY THIRD PARTY. RAPID'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. RAPID IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS NOT CAUSED BY RAPID.

9. LIMITATION OF LIABILITY

YOU ARE SOLELY RESPONSIBLE FOR ANY CONTENT YOU LOAD INTO OR CREATE WITHIN THE TRIAL ENVIRONMENT, AND AGREE, AT YOUR SOLE COST AND EXPENSE, TO DEFEND RAPID AGAINST ANY CLAIM AND INDEMNIFY RAPID FROM ANY DAMAGES, LIABILITIES, COSTS AND EXPENSES OR THE SETTLEMENT AGREED TO BY YOU, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY SUCH CONTENT. RAPID IS NOT RESPONSIBLE FOR THE SECURITY OF ANY CONTENT THAT YOU LOAD INTO OR CREATE WITHIN THE TRIAL ENVIRONMENT. RAPID RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO THE SERVICES, RAPID PROGRAMS AND TRIAL AT ANY TIME WITHOUT NOTICE.

10. CONFIDENTIALITY

Each party (as a "**Receiving Party**" hereunder) shall not disclose to any third party, any Confidential Information of the other party (as a "**Disclosing Party**" hereunder) provided to such Receiving Party in anticipation of, or in connection with the performance of this Agreement or the Post Trial Agreement. For the avoidance of doubt, this includes Confidential Information provided to the Receiving Party prior to the Effective Date of this Agreement. As used herein, the term "Confidential Information" refers to any and all financial, technical, commercial, or other information concerning the business and affairs of the Disclosing Party, including, without limitation, any cost or pricing information, contractual terms and conditions, marketing or distribution data, business methods or plans. If Confidential Information is (a) provided as information fixed in tangible form or in writing (e.g., paper, disk or electronic mail), such shall be conspicuously designated as "Confidential" (or with some other similar legend) or (b) provided orally, such shall be identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure, unless a reasonable person would understand such information to be confidential based on its content. Notwithstanding the above, RAPID Confidential Information shall include the RAPID Technology and all pricing terms offered to You under any Order Form, and Your Confidential Information shall include Your Data. Confidential Information does not include information which (i) becomes generally available to the public other than as a result of a disclosure by the Receiving party, (ii) was available to a party on a non-confidential basis prior to its disclosure by the other party or in connection with the performance by such party of its obligations under this Agreement, or (iii) becomes lawfully available to a party on a non-confidential basis from an independent third party. The Receiving Party will not use Confidential Information for any purpose other than carrying out its obligations as set forth in this Agreement or, if applicable, the Post Trial Agreement, and shall not disclose Confidential Information to any third party, without the prior written consent of the Disclosing Party and an agreement in writing from the third party that it will adhere to the confidentiality obligations imposed herein. Third parties shall not include agents of the Receiving Party, employees or affiliates of the Receiving Party, attorneys, accountants, and other professional advisors of the Receiving Party, in each case such person must have a legitimate reason to have access to such Confidential Information and must be under a duty to protect such Confidential information which duty is substantially equivalent to the obligations contained herein. Each Receiving Party's confidentiality obligations with respect to such Confidential Information, shall remain in effect for the term of this Agreement and Post Trial Agreement and for a period of three (3) years after the termination or expiration of this Agreement and, if applicable, the Post Trial Agreement.

11. GENERAL NOTICES

This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Trial Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Austin, Texas. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between You and RAPID as a result of this Agreement or use of the Trial Services. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. This Agreement, (including any other documents referenced therein), comprises the entire agreement between You and RAPID regarding the subject

matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. All notices from You to RAPID may be made by emailing info@rapid4cloud.com and RAPID may give notice by emailing Your contact as specified on the registration form.

12. DEFINITIONS

As used in this Agreement and/or in any Trial Service materials associated herewith:

"Content" means the audio and visual information, documents, software, products and services contained in or made available via the Trial Services, other than Your Data; **"Your Data"** means any data, information or material that You may disclose or submit to RAPID or the Trial Services in the course of using the Trial Services; **"Sample Data"** means any pre-populated data provided in the Trial Services to enable You to use the Trial Services without entering its Your own Data; **"Intellectual Property Rights"** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; **"Order Form(s)"** means the form evidencing the initial subscription order for the Services and any subsequent Order Forms submitted online or in written form, specifying, among other things, the Services contracted for, the applicable Fees, the billing period, and other charges as agreed to between the parties; **"RAPID Technology"** means all of RAPID's proprietary technology (including Sample Data, software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to You by RAPID in providing the Trial Services; **"Service(s)"** means RAPID's online integrated subscription to which You are being granted access to on a trial basis under this Agreement, including the RAPID Technology, the Content and any product, service or license belonging to a any third party that is part of the Trial Services; **"User(s)"** means You as defined by your name and email address in the Appendix form who is authorized to use the Trial Services. **"Trial Services"** means access to a designated sub-set of Services and functionality for the purpose of enabling You to evaluate the Services during the Trial Period; **"Trial Period"** means the duration of the Trial Period, starting on the Trial Service Activation Date, and ending at the end of five (5) days or such other period as mutually agreed by the parties; **"Deliverables"** means any copyrightable works, products, discoveries, developments, designs, work product, deliverables, improvements, inventions, processes, techniques and know-how made, conceived, reduced to practice or learned by RAPID (either alone or jointly with You or others) that result from professional services (if any) provided in connection with the Trial Services.

13. OTHER

We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.