<u>Trial Timeframe and License Grant</u>. The Sage SalesLogix ("the Software") Free 30-day Trial (the "Trial") shall commence on the date the Software is made available to You and shall terminate thirty days thereafter (the "Trial Period"). For the Trial Period, Sage grants you a license to use and test the Software <u>in a non-production environment</u>. At the conclusion of the Trial Period (including any agreed extension(s)), Your license to use the Software shall terminate.

<u>License Limitations.</u> The license contained in this Agreement does not include the right to perform, and You agree to refrain from performing, any of the following:

- (a) Making any copy of the Software.
- (b) Distributing any copy of the Software (whether by renting, leasing, lending, sublicensing, time-sharing, or otherwise), except that, if Sage consents in writing, which consent will not be unreasonably denied.
- (c) Using the Software for personal, family, household, or other non-business purposes;
- (d) Altering, modifying, translating, decompiling, disassembling or reverseengineering the Software or creating any derivative work based upon the Software;
- (e) Removing or obscuring any copyright or trademark notices from the Software.
- (f) Using the Software in excess of the limitations set forth in this Agreement and Supplemental License Terms.

WARRANTY DISCLAIMER. THE TRIAL IS PROVIDED DURING THE TRIAL PERIOD "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. SAGE AND ITS SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, ITS QUALITY OR PERFORMANCE. SAGE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. YOU ASSUME ALL RISKS AND ACKNOWLEDGE THAT SAGE AND/OR ITS SUPPLIERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DAMAGES (DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY PUNITIVE, OR SPECULATIVE) INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, USE, THE RESULTS OF USE, OR THE INABILITY TO USE THE TRIAL SERVICE, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATING TO THE TRIAL.