

FORM-WORLD[®] TRIAL AGREEMENT

NOTIC TO USER: Read this Agreement carefully before install Form-World and using the Form-World. By using the Form-World, you agree to be bound by the terms of this FORM-WORLD TRIAL AGREEMENT.

This Trial Agreement (the "Agreement") is made by and between **HONG KONG SYNERGY SOFTWARE COMPANY LIMITED** ("SYNERGY") and Users "Customer". If Customer does not agree to this FORM-WORLD TRIAL AGREEMENT, Customer does not install and use the software.

If Customer had been authorized by SYNERGY to use this Form-World software product(s), Customer does not need to read this Agreement.

1. Scope of Agreement. This Agreement sets forth the terms and conditions under which the Customer may install, use, trial and test certain products developed by HK Synergy Software Company Ltd. in name of "Form-World[®]" at Customer Site.

2. Definitions

2.1 "**Product**" means the Form-World[®] software product(s) being provided to Customer for trial and evaluation including Documentation provided by SYNERGY.

2.2 "**Documentation**" means any supporting materials, in printed or electronic format, which SYNERGY provides to Customer in connection with their use of the Product.

2.3 "**SYNERGY**" means Hong Kong Synergy Software Company Limited.

3. Software License.

3.1 **Product (Software) License Grant.** SYNERGY hereby grants to Customer a standard, non-transferable, non-exclusive revocable, trial period limited and free charge for the 100 users to use the Product solely for load an application module and data of testing and evaluating the Product only, is not allowed as commercial use. No other copies of the Product are to be made except for one archival copy.

4. Trial Period. Trial period is limited, default trial period is one month except for both parties have others agreements. Form-World does not notice to Customer in advance when trial period expiry. Completed a trial period, if Customer likes to use Form-World trial version again, Customer should request SYNERGY assign a new Key-Word for next trial period.

5. Ownership.

5.1 **Ownership.** Customer acknowledges that the Product is loaned free of charge to Customer for trail and evaluation, and that SYNERGY retains ownership of all right, title and interest to the Product and the intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the Product (Software) license granted in Section 6. Customer agrees not to (i) copy, modify, or reverse engineer the Product or design, make derivative works based upon the Product, or use the Product to develop any products, without SYNERGY's prior written approval or (ii) sell, license, rent, transfer the Product to any third party or open the Product for third party study. SYNERGY hereby reserves, and Customer hereby agrees, that SYNERGY shall have a security interest in the Product delivered under this Agreement.

6. Disclaimer of Warranty. The Product (including Documentation) is provided hereunder "as is". SYNERGY makes and Customer receives no warranties in connection with the Product, or modifications or improvements thereto, delivered hereunder, express, implied, statutory or in any

other provision of this Agreement or communication between SYNERGY and the Customer. SYNERGY specifically disclaims all implied warranties, including warranties of merchantability no infringement and fitness for a particular purpose, or arising from a course of dealing, usage or trade practice.

7. Limited Liability. In no event shall either party or its suppliers be liable for any, incidental or consequential damages, lost profits or lost data, or any other indirect damages even if it has been informed of the possibility thereof. Notwithstanding anything else herein, neither SYNERGY nor its suppliers be liable under this Agreement or otherwise.

8. Confidential Information. Customer acknowledges that, in the course of using the Product and performing its duties under this Agreement, it may obtain information relating to the Product and to SYNERGY that is of a confidential and proprietary nature (“**Confidential Information**”). Such Confidential Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, software source documents, data, customer lists, financial information, and sales and marketing plans or information which Customer knows or has reason to know is confidential, proprietary or trade secret information of SYNERGY. Customer shall at all times, both during the term of this Agreement and for a period of at least three years after its termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by SYNERGY under this Agreement, nor shall Customer disclose any such Confidential Information to third parties without SYNERGY’s written consent. Customer further agrees to immediately return to SYNERGY all Confidential Information (including copies thereof) in Customer's possession, custody, or control upon termination of this Agreement at any time and for any reason. The obligations of confidentiality shall not apply to information which (i) has entered the public domain except where such entry is the result of Customer’s breach of this Agreement; (ii) prior to disclosure hereunder was already in Customer's possession; or (iii) subsequent to disclosure hereunder is obtained by Customer on a non-confidential basis from a third party who has the right to disclose such information to the Customer. Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

9. General

9.1 Choice of Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed under the laws of the Hong Kong Special Administrative Region of the People’s Republic of China. In the event of a dispute, the parties shall attempt to resolve the dispute in good faith by senior level negotiations.

9.2 Waiver. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement.

9.3 Assignment. Customer shall not assign, in any manner, its right, obligation or interest in or under this Agreement without the prior written consent of SYNERGY.

9.4 End.