Amorphic Data Cloud for AWS

60-Day Evaluation Agreement

This Agreement, dated _____ , is made by and between Cloudwick Technologies, Inc., a California corporation ("Company"), with its principal place of business located at 39899 Balentine Dr #345, Newark, CA 94560, and _____ a corporation, with its principal place of business at _____ ("Recipient").

WHEREAS, Company is willing to supply within the protection of a confidential relationship, the materials listed on Schedule A attached hereto (the "Services") to Recipient solely for evaluating whether to enter the currently proposed business arrangement with Company ("Evaluation");

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereby agree as follows:

1. Access to the Services; Restrictions and Responsibilities. Subject to the terms of this Agreement, Company will provide Services to Recipient's AWS account solely for Recipient's internal Evaluation purposes during the term of this Agreement. The Company shall at all times retain all title to and ownership of the Services and all intellectual property rights thereto. Recipient agrees to use the Services only in the ordinary course of its Evaluation, and Recipient will not, and will not permit anyone else to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services that may be provided by or on behalf of Company (collectively, "Software") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Services or Software; use the Services or Software for any purpose other than its own internal use for the benefit of its employees, contractors and/or other Recipient representatives having a Recipient-issued email address; or use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations).

2. Confidentiality; Ownership. Recipient acknowledges that, in the course of using the Services and performing its duties under this Agreement, it may obtain information relating to the Services, Software and/or Company ("Proprietary Information"). Such Proprietary Information shall belong solely to Company and includes, but is not limited to, the existence of the Services and Software, their features and mode of operation, this Agreement, trade secrets, know-how,

inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, benchmarks, software documents, and other technical, business, product, marketing and financial information, plans and data. In regard to this Proprietary Information:

(a) Recipient shall not during the term of this Agreement and for a period of at least three (3) years after its termination, use (except as expressly authorized by this Agreement) or disclose Proprietary Information without the prior written consent of Company unless such Proprietary Information becomes part of the public domain without breach of this Agreement by Recipient, its officers, directors, employees or agents.

(b) During the period specified in (a) above, Recipient agrees to take reasonable measures to maintain the Proprietary Information and the Services and Software in confidence.

(c) During the period specified in (a) above, Recipient will disclose the Services and Proprietary Information only to those of its employees as are necessary for the use expressly and unambiguously licensed hereunder, and only after such employees have agreed in writing to be bound by the provisions of this Agreement for the Company's benefit; Recipient is responsible for any noncompliance by its employees. Recipient shall not, without the prior written consent of Company, disclose or otherwise make available the Services or Software, or copies thereof, to any third party.

(d) Recipient will not remove or export the Services, Software or any Proprietary Information or any direct product thereof from the AWS data center to which it is mutually agreed to by Company and Recipient to be installed for the Trial period.

(e) Recipient may from time to time provide suggestions, comments or other feedback to Company with respect to the Service ("Feedback"). Feedback, even if designated as confidential by Recipient, shall not create any confidentiality obligation for Company notwithstanding anything else. Recipient shall, and hereby does, grant to Company a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose.

3. Reports. Notwithstanding the foregoing subsection (a), Recipient agrees to notify Company by telephone or email within 3 days of the discovery of a material error or difficulty in the Services.

4. Warranty Disclaimer; Warning: The parties acknowledge that the Services and Software are experimental in nature and that the Services and Software are provided "AS IS" and may not be functional on any machine or in any environment. COMPANY DISCLAIMS ALL WARRANTIES RELATING TO THE SERVICES AND SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS,

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Limitation of Remedies and Damages: COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

6. Non assignability. Although fully assignable and transferable by Company, neither the rights nor the obligations arising under this Agreement are assignable or transferable by Recipient, and any such attempted assignment or transfer shall be void and without effect.

7. Execution of Agreement, Controlling Law, Attorneys' Fees and Severability. This Agreement shall become effective only upon its execution by both Company and Recipient and it shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions therein. In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the parties are expressly cancelled. Any modifications of this Agreement must be in writing and signed by both parties.

9. Equitable Relief. Recipient acknowledges and agrees that due to the unique nature of Company's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Recipient or third parties to unfairly compete with Company resulting in irreparable harm to Company, and therefore, that upon any such breach or threat thereof, Company shall be entitled to injunctions and other appropriate equitable relief without posting a bond in addition to whatever remedies it may have at law.

10. Termination. This Agreement terminates after 60 days. Upon termination, the license granted hereunder will terminate and Recipient shall immediately return the Services, together with any and all documents, notes and other materials regarding the Services to Company, including, without limitation, all Proprietary Information and all copies and extracts of the foregoing, but the terms of this Agreement will otherwise remain in effect.

11. Basis of Bargain. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL, BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO

ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

Company Recipient

By By

_____ _____

Name Name

_____ _____

Title Title

_____ _____

Date Date

Schedule A Services

Company to provide to Recipient a 60-Day Trial of Amorphic Data Cloud for AWS (Amorphic). The Amorphic software will be deployed to Recipient's AWS Account in a mutually agreed upon AWS Region.

The 60-Day Amorphic Software Trial is not intended for Production workloads.

Should the customer wish to continue using the Amorphic Software in Production an Amorphic Software Subscription Term of Service and Sales Order Form will need to be completed by parties.

Updated On June, 2022