

LandVisionSM TRIAL AGREEMENT

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5. **Confidentiality.** Company agrees to keep confidential all Confidential Information (defined below) disclosed to it by LightBox in accordance herewith, and to protect the confidentiality thereof, in the same manner in which Company protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). For purposes of this Agreement, “**Confidential Information**” means information that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by Company to be, proprietary or confidential. Confidential Information does not include information that: (i) is publicly available information or generally becomes available to the public without violation of any obligation of confidentiality or non-disclosure obligation; (ii) was already in possession of Company prior to the creation and delivery of the Report; or (iii) was or is provided to Company by others without violation of any confidentiality or non-disclosure obligation. Notwithstanding the foregoing, Company acknowledges and agrees that the Report and the information contained therein constitutes Confidential Information of LightBox. Company further acknowledges and agrees that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the Information, or copies of any portions thereof, will (i) substantially diminish the value the intellectual property in the Information and (ii) render LightBox’s remedy at law for such unauthorized use, disclosure, or transfer inadequate. Company agrees that money damages would not alone be a sufficient remedy for any breach or threatened breach of this Agreement by Company, and that in addition to all other remedies, LightBox shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and Company agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

6. **Governing Law.** This Agreement and the rights and obligations of the parties under this Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Company agrees that the exclusive venue and jurisdiction for any controversy, dispute or claim arising out of or relating to this Agreement shall be the federal and state courts located in the State of Delaware. Company submits to the exclusive venue and jurisdiction of such courts, agrees that it will not bring any suit or judicial proceeding in any forum other than such courts, and agrees not to assert any objection that it may have to the venue or jurisdiction of such courts. In the event LightBox employs attorneys to enforce any right arising out of or relating to this Agreement, Company shall reimburse LightBox its reasonable attorneys’ fees and costs.

7. **Miscellaneous.** Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from this Agreement to the extent necessary to comply with law. The relationship between Company and LightBox is solely contractual and not in the nature of an employer/employee, partnership, joint venture, or general agency. Neither party may speak nor act on behalf of the other, nor legally commit the other. This Agreement constitutes the sole and entire agreement between Company and LightBox regarding the subject matter herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter herein. This Agreement may not be altered, amended or modified except by a written amendment signed by LightBox and Company. No waiver of any condition, term or provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of such condition, term or provision or of any condition, term or provision hereof.

[END OF AGREEMENT]