



By participating in this free trial ("Trial") of **teamthink Envoy** ("Envoy"), you agree to be bound by our Terms & Conditions (the "Agreement"). The Trial period will be for seven (7) days from the date you activate the Trial. At the end of the seven-day period, you will no longer have access to Envoy. Athenium LLC ("Athenium Analytics", "our", "we") may terminate the Trial at any time by giving written notice to you. Athenium Analytics reserves the right to make any modifications to Envoy at any time. By clicking the button on the online registration web page to accept the Agreement, you represent that you have the full legal authority to enter this Agreement on behalf of the party identified in the registration process, and in that capacity you acknowledge such party's agreement to be bound by the Terms & Conditions set forth or referenced below. If you do not wish to be bound by these Terms & Conditions, you must not access or use Envoy.

Terms & Conditions Free Trial

1. Access to Envoy. Upon your acceptance of these Terms & Conditions, Athenium Analytics will provide access to Envoy for test and evaluation purposes and we hereby grant to you a limited, non-transferable, non-exclusive license to use Envoy during the Trial Period (as defined below). There will be no cost to you for use of Envoy during the Trial Period.
2. No Obligation to Purchase. Nothing in these Terms & Conditions will obligate either party to proceed with any further transaction between them, and each party reserves the right, in its sole discretion, to terminate discussions regarding any such further transaction.
3. Trial Period. The Trial Period shall begin when access to Envoy is provided to you and extends for a period of 7 days. You shall use Envoy solely for purposes of evaluating its functionality and performance and shall not use Envoy for any commercial purposes or for the benefit of any third party.
4. Termination. Athenium Analytics may terminate your access to Envoy, in its sole discretion and without notice if you fail to comply with these Terms & Conditions.
5. Restrictions. You shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of Envoy or disclose any of the foregoing; (ii) attempt to circumvent any user limits, timing or use restrictions that are built into Envoy; or (iii) use Envoy or any data provided by Athenium Analytics, to violate applicable law, including applicable law about data protection, privacy, or information security.
6. Feedback. In exchange for free access to Envoy during the Trial period, you agree to provide feedback to us. We may, without restriction, use, reproduce, copy, sell, license, distribute, publicly display or perform, incorporate into Envoy, or otherwise exploit any suggestions, enhancement requests, recommendations or other feedback provided by you.

7. Disclaimers. ENVOY IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND AND ATHENIUM ANALYTICS DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY. THE CUMULATIVE LIABILITY OF ATHENIUM ANALYTICS TO YOU FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED FIFTY DOLLARS (\$50.00). NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL ATHENIUM ANALYTICS OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF ANTHENIUM ANALYTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IS NEGLIGENT.

9. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard for the principles of conflicts of laws.

10. Confidentiality. As used herein, “Confidential Information” means all confidential information disclosed by either party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (a) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its personnel on a need-to-know basis under contractual, fiduciary or ethical obligations to protect such Confidential Information as required hereunder.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written representations or agreements.