

SOFTWARE TRIAL AGREEMENT

BY CLICKING ON THE "SUBMIT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND THE LICENSE AGREEMENT(S). IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, LEAVE THE WEBSITE.

This limited Software Trial Agreement (this "Agreement") is made between Gigamedia Access Corporation d/b/a GigaTrust™ ("Licensor") and you, the person who has Clicked on the ACCEPT button_ ("Licensee") for the evaluation of GigaCloud™ ("Service(s)").

1. The Licensee is authorized to install, use and evaluate the Service(s) for a **30** day evaluation (the "Evaluation Period") commencing upon installation of the software at Licensee's location, at no charge **(\$0) with a maximum commitment of 20 Authorized Users.**
2. The Licensee acknowledges, covenants and agrees that the Service(s) constitute confidential and proprietary information of Licensor and covenants and agrees to maintain the Service(s) in confidence to the same extent that Licensee maintains such confidentiality to protect its own proprietary information. Licensor hereby reserves all of its rights to the Service(s) under the United States and international copyright laws and applicable trade secret laws. Accordingly, Licensee is strictly forbidden from any: (i) duplication of the Service(s), (ii) disclosure of the Service(s) to persons outside of Licensee's company, or (iii) use of the Service(s) for any purpose other than evaluation.
3. Upon acceptance of this receipt of this Agreement, either via electronic assent or execution and delivery of this Agreement or by activation of an account, Licensor agrees to arrange for the distribution of software products and documentation of the Service(s) for use during the Evaluation Period. Continued use and access to the Service(s) by the Licensor is subject to, and governed by, the License Agreements, as such term is defined below. Licensor covenants that the then current Service Agreement, Service Level Agreement and End User License Agreement (collectively, the "License Agreement(s)") are and, shall be, available for review and download on Licensor's website: www.gigatrust.com. Use of the Service(s) is at all time subject to the terms and conditions of the License Agreements, which are incorporated herein by reference (including the Licensor's audit rights) and made a part of this Agreement.
4. Licensor acknowledges and agrees at the conclusion of the Evaluation Period that Licensee is under no obligation to enter into any License Agreement for the Service(s); provided, however, if a the parties do not enter into the License Agreements, Licensee agrees that all copies of the Service(s) will be removed from any machine which they have been installed, no copies or backups will have been made, and all originals will be returned in good condition or destroyed, as the case may be.