SeismiCat Terms for Trial Usage Subscription

ImageCat, Inc. (ImageCat) hereby grants to the undersigned (hereafter called the Subscriber), subject to the terms and conditions of this Agreement, a free trial Subscription for use of the SeismiCat website. The Subscription granted authorizes the Subscriber to use the Software System solely for the purpose of functional testing, and not for use in earthquake risk analysis.

Upon acceptance of this agreement, the Subscriber will be issued a user ID and password for use during the trial period. The Subscriber agrees not to make business decisions for any property based on the trial usage of the SeismiCat website. The Subscriber agrees not to provide the user ID and password to others, nor to allow others to use the SeismiCat website with their user ID and password. The Subscription shall commence on the date of execution of this agreement and continue for a period of one (1) month, permitting analysis of up to 10 sites. Upon expiration of the Subscription, the Subscriber may choose a paid subscription. If the subscriber elects not to renew the Subscription, ImageCat will disable the Subscriber's access to the SeismiCat system, and the Subscriber must delete and dispose of all copies of the reports and data generated by the SeismiCat website.

The Subscriber acknowledges that the Software System and all documentation related thereto are valuable, proprietary products of ImageCat, the design and development of which reflect the efforts of skilled professionals and the investment of considerable time and money. The Subscriber acknowledges that the Software System and all program data files and documentation related thereto contain substantial confidential and proprietary information of ImageCat, which ImageCat has entrusted to The Subscriber to use in accordance with the provisions of this Agreement. The Subscriber agrees that it shall not modify, reverse engineer the SeismiCat website or underlying software system or any part thereof. The Subscriber shall not at any time disclose or disseminate confidential and proprietary information embodied in the SeismiCat website or underlying software system or any supporting documentation except as expressly agreed in writing by ImageCat prior to such disclosure or dissemination.

Execution of Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year as shown below.

Sign and return to:

William Graf, C.E.
Vice President of Engineering

ImageCat, Inc.
444 W Ocean, Suite 705
Long Beach, CA 90802

wpg@imagecatinc.com
562-547-5711

Support: James Colannino
jc@imagecatinc.com
562-628-1675

Subscriber

By:_____
(Signature/Date)

Title:_____

Client address
_____

_____

Phone number: _____

Email address: _____