

TRIAL LICENSE AGREEMENT

(the "Agreement")

1. Scope and Conclusion of Agreement

- 1.1 Travis CI GmbH, Rigaer Straße 8, 10247 Berlin ("**Travis**") has developed certain proprietary implementations of technology to enable users to test their software projects (the "**Software**"). The Software allows developers and teams to run the test suite every time they save changes they have made to their project.
- 1.2 The customer of Travis ("**Customer**") wishes to obtain a trial license from Travis to use the Software for the Term of this Agreement and for evaluation and trial purposes of the Software only. This Agreement may be concluded either manually by signing the Agreement below or electronically (e.g. by clicking the acceptance button provided by Travis).

2. Trial License

- 2.1 Subject to the terms and conditions of this Agreement, and for a period of 30 days after signature of this Agreement ("**Term**"), Travis grants Customer a trial license free of charge (the "**Trial License**").
- 2.2 The Trial License permits use of the Software only for internal demonstration, test, or evaluation purposes and is provided "AS IS" with no right to any warranty given by Travis or indemnification hereunder.
- 2.3 The Trial License shall be granted as non-exclusive, non-assignable, non-transferable, with no right to sublicense, worldwide limited right to use the Software subject to and in accordance with the terms of this Agreement. Customer is responsible for its staff's compliance with the terms of this Agreement.

3. General

- 3.1 This Agreement shall be governed by the laws of the Federal Republic of Germany. Both Parties submit to the exclusive jurisdiction of the courts of Berlin. If any of the provisions of this Agreement should be or become invalid or unenforceable in whole or in part for whatever reason, including a violation of any laws applicable to it, the validity of the other provisions hereof is not affected. In that case the invalid or unenforceable provision is deemed to be replaced by such valid and enforceable provision or arrangement that corresponds as closely as possible to the invalid or unenforceable provision and to the parties' economic aims pursued by and reflected in this Agreement. The same applies in the event that this Agreement does not contain a provision necessary to achieve the economic purpose as expressed herein (*Regelungslücke*).
- 3.2 The Parties agree that § 312i para 1, 1. to 3 German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply.
- 3.3 Upon expiration of the Term, the Trial License ceases immediately and Customer must delete all copies of the Software.

Signed for and on behalf of **Travis**

Signed for and on behalf of **Customer**

Signature

Signature

Name of Company:

Signed by:

Its: