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- Trial Capacity Limits: Unlimited
- Trial Use Period: Thirty (30) Days

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10. Term and Termination. The test period for the MEMSQL Technology will be thirty (30) days unless the parties otherwise agree. This Agreement may be terminated by either party for any reason or no reason upon prior written notice to the other party. Upon expiration or termination of this Agreement, Licensee will destroy and erase the MEMSQL Technology and will destroy or return to MEMSQL all MEMSQL Technology, instructions and other material in Licensee’s possession related to the Trial Project. If requested by MEMSQL, Licensee will certify in writing within three (3) days of the request that Licensee has complied with this provision.

11. Effect of Termination. Upon the date of termination or expiration of this Agreement, the License shall immediately terminate. Sections 3 (“License Restrictions”), 4 (“Ownership”), 5 (“Confidentiality”), 6 (“Evaluation”), 7 (“Data Security and Storage”), 8 (“Warranty Disclaimer”), 9 (“Limitation of Liability”), 10 (“Term and Termination”), 11 (“Effect of Termination”) and 12 (“Miscellaneous”) will survive expiration or termination of this Agreement.

12. Miscellaneous. Neither the rights nor the obligations arising under this Agreement are assignable (by operation of law or otherwise) or transferable by Licensee, and any such attempted assignment or transfer shall be void and without effect. This Agreement (including all of MEMSQL’s rights arising under this Agreement) are freely assignable or transferable by MEMSQL. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws provisions thereof and the exclusive jurisdiction and venue of the federal and state courts located in the State of California and County of San Francisco. Any required notice shall be given in hard copy writing by customary means with receipt confirmed at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other, with an email copy to the emails below. Notices will be deemed to have been given at the time of actual delivery in person, 1 day after delivery to an overnight courier service, or 3 days after deposit in the U.S. mail. Waiver of
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