

Services Evaluation Agreement

Last Updated: August 24, 2021

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING ANY SLASHNEXT, INC. ("SLASHNEXT") SERVICES, PRODUCTS, APPLICATIONS, AND/OR SOFTWARE (COLLECTIVELY, "SERVICES") ON AN EVALUATION BASIS. BY ACCEPTING THE TERMS OF THIS DOCUMENT OR OTHERWISE USING OR ACCESSING THE SERVICES, YOU (THE "RECIPIENT") ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS SERVICE EVALUATION AGREEMENT ("AGREEMENT"). IF RECIPIENT IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, RECIPIENT REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF RECIPIENT DOES NOT HAVE SUCH AUTHORITY, OR IF RECIPIENT DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, RECIPIENT MAY NOT ACCESS OR USE THE SERVICES.

This Agreement and Recipient's access to the Services will commence when Recipient clicks an "I Accept" button or check box presented with these terms or, if earlier, when Recipient commences use of any of the Services (the "Effective Date"), and will be effective through the Evaluation Period, as defined in this Section 1, unless terminated earlier as permitted under this Section 6.

1. Services; Evaluation Period

1.1. Subject to Recipient's acceptance of and compliance with this Agreement, and except as noted in Section 1.2 below, SlashNext shall make available to the Recipient the Services. The Services are provided to Recipient solely for Recipient's internal use and evaluation for a period of 30 days from the date that SlashNext makes the Services available to Recipient (the "Evaluation Period") or longer if authorized in writing by SlashNext.

1.2. If Recipient is an authorized reseller, distributor, system integrator, or similar channel partner ("Channel Partner") authorized by SlashNext to distribute or otherwise resell SlashNext's products or services to third party end customers ("Customers") and SlashNext has authorized Channel Partner to provide Customers with evaluation or trial access to the Services, the following will apply. Channel Partner: (a) may provide Customers with no-cost access to the Services during the Evaluation Period solely for the Customer's internal evaluation of the Services; (b) may not extend the Evaluation Period, or provide repeat access to the same Customer for multiple Evaluation Periods, without SlashNext's prior knowledge and consent (email will suffice); (c) may not charge Customers for evaluative access to the Services; (d) will be solely responsible for securing all rights, consents and permissions from the Customer for Channel Partner and SlashNext to upload, use, and/or process any Customer's data as necessary for the Services to operate; (e) may not commingle one Customer's data with data from any other Customer in conducting any assessments or evaluations using the Services, (f) is solely responsible and liable for any results of analysis or assessments performed by Channel Partner during an Evaluation Period for a specific Customer. SlashNext may immediately suspend Channel Partner's and/or any or all Customer's access to the Services under this Agreement if SlashNext knows or reasonably suspects that Channel Partner is engaged in any unauthorized use of the Services. Channel Partner agrees to indemnify and hold SlashNext and its employees, officers, shareholders, contractors, and representatives harmless from any third party claim from Customers or any other third party resulting from Channel Partner's breach of the terms of this Section and this Agreement. Channel Partner will not be liable for the acts or omissions of a Customer to the extent the Customer has itself consented to the terms of this Agreement, where such consent is verifiable through SlashNext's records. For purposes of this Agreement, a "Customer" excludes any competitor of SlashNext.

2. Confidentiality

Without prior written consent from SlashNext, and except as noted in Section 1.2 above with respect to Customers, Recipient may not disclose or otherwise make available to any third party the Services, or any information about the Services not generally available to the public. The Recipient will safeguard all of the foregoing (including copies of and access credentials for any of the foregoing) against disclosure or use by third parties using at least those measures that it employs to protect its own confidential information of a similar nature and in no event less than reasonable measures.

3. Reservation of Rights; Restrictions

Recipient agrees the Services and all intellectual property rights in and to the Services are owned by SlashNext or its suppliers. Recipient shall not remove or permit any third party to remove any of SlashNext's notices from the Services or any copies of the foregoing. Recipient agrees that it will not, and will not permit any third party to: (a) modify, translate, reverse engineer, decompile, or disassemble the Services; (b) defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection mechanisms in the Services, including without limitation any such mechanism used to restrict or control the functionality of the Services, or (c) attempt to derive the source code or the underlying ideas, algorithms, structure or organization from the Services.

4. No Warranties

SLASHNEXT SERVICES ARE PROVIDED SOLELY FOR RECIPIENT'S INTERNAL USE AND EVALUATION ONLY. THE SERVICES AND ANY RESULTS OF THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS

AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SLASHNEXT DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.

5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND REGARDLESS OF THE LEGAL THEORY ASSERTED, IN NO EVENT SHALL SLASHNEXT OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS, AGENTS OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF GOODWILL) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR RELATING TO THE SERVICES, EVEN IF SLASHNEXT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND REGARDLESS OF THE LEGAL THEORY ASSERTED, THE MAXIMUM CUMULATIVE LIABILITY, AND THE MAXIMUM CUMULATIVE REMEDY RECIPIENT MAY RECOVER FROM SLASHNEXT OR ITS OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS, AGENTS OR LICENSORS SHALL BE LIMITED TO FIFTY U.S. DOLLARS (\$50.00). RECIPIENT ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREUNDER, RECIPIENT'S RECEIPT OF THE SERVICES FOR THE EVALUATION PERIOD AT NO CHARGE REFLECTS THE FOREGOING ALLOCATION OF RISK AND LIMITATION OF LIABILITY UNDER THIS AGREEMENT.

6. Termination

This Agreement may be terminated effective immediately by SlashNext or Recipient for any or no reason and at any time by providing notice of termination to the other party. Upon the termination of this Agreement for any reason: (a) all rights and licenses granted to Recipient under this Agreement will immediately terminate; and (b) Recipient must promptly discontinue all access or use of the Services.

7. Miscellaneous

This Agreement will be governed by California law, without reference to conflicts of laws principles. All disputes arising out of or in connection with this Agreement will be settled by binding arbitration in San Jose, California under the rules of arbitration of the American Arbitration Association. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing arbitration provision, SlashNext may apply to any court of competent jurisdiction for injunctive relief. Recipient may not assign this Agreement without SlashNext's consent. SlashNext may freely assign this Agreement. This Agreement is the entire agreement with respect to the subject matter hereof and may only be modified in writing. The Recipient agrees not to export or re-export, or cause to be exported or re-exported, the Services, or the direct product of such Services, to any country which, under the laws of the United States, Recipient is or might be prohibited from exporting its technology or the direct product thereof. Any suggestions provided by Recipient to SlashNext with respect to SlashNext's Services or services shall be collectively deemed "Feedback." Recipient agrees to grant and hereby grants to SlashNext a nonexclusive, perpetual, irrevocable, royalty free, worldwide license to use and otherwise promote such Feedback within any SlashNext Services, services, or marketing materials.