



ARMIS PLATFORM EVALUATION AGREEMENT

This Evaluation Agreement (the “**Evaluation Agreement**”) is made upon Evaluator (as defined below) clicking through to trigger evaluation use of the Platform (as defined in the Armis Platform Terms and Conditions (“**Terms**” as available [here](#), and such date, the “**Effective Date**”)), by and between the relevant Armis entity referenced in Section 24 of the Terms (“**Armis**”), and the entity who is accessing and evaluating the Platform under this Evaluation Agreement (“**Evaluator**,” and provided that if no Evaluation Agreement is agreed to among Armis and Evaluator then the Evaluation provision in Section 5 of the Terms shall control the evaluation of the Platform by the Evaluator), unless another evaluation agreement is signed among the Parties referenced below in which case such agreement shall govern the Evaluator’s evaluation of the Armis Platform. Evaluator and Armis shall each be referred to as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used but not defined in this Evaluation Agreement shall have the meaning assigned to such terms in the Terms.

1. **Grant of Limited License.** Subject to the terms of this Evaluation Agreement, Armis hereby grants Evaluator a limited, nonexclusive, non-assignable and nontransferable, fully revocable license to conduct an Evaluation of the Platform solely for the purpose of evaluating the Platform to determine whether to enter into a commercial agreement for the licensing of the Platform. The Evaluation period is limited to 60 days commencing as of the Effective Date, unless a different Evaluation timeframe is stated in an applicable Purchase Order mirroring a Quote issued by Armis and expressly granting Evaluation rights among Evaluator and Armis (the “**Evaluation Period**”). At the end of the Evaluation Period, Evaluator shall immediately cease using the Platform and any Platform Assets.

2. **Restricted Use.** Evaluator may not, directly or indirectly, and will not permit or authorize any users or other third parties to (i) copy, modify, transfer, sell, sublicense, reverse engineer, decompile, disassemble, revise or enhance the Platform or attempt to discover the Platform’s source code; (ii) use the Platform for any commercial purpose, other than for Evaluator’s internal business purposes, or on behalf of users pre-approved by Armis; (iii) place any portion of the Platform onto a server so that it is accessible via a public network; (iv) develop any concept, material or product based on and/or containing any of the concepts and ideas contained in the Platform; (v) work around any technical limitations in the Platform; (vi) publish or make available in any manner, other than to Armis, any reviews, opinions or impressions about, or experiences with, the Platform, or any features of the Platform; (vii) use the Platform in violation of applicable law or to harass, threaten or otherwise interfere with the privacy of any person; (viii) interfere with or circumvent any features of the Platform, including any security or access control mechanism; (ix) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Platform (or any components thereof) or any a Documentation; (x) probe, scan or test the vulnerability of the Platform, or take any action in an effort to circumvent or undermine the Platform, except for the legitimate testing of the Platform Assets in connection with considering a subscription to the Platform; (xi) allow any third party, or attempt to do any of the foregoing. Evaluator will use the Platform only in accordance with the Documentation and ensure that it has and maintains all the necessary consents to ensure that the installation, operation, and collection of information over the Platform is done in accordance with applicable law.

3. **Title and Ownership**

3.1. The Platform and/or any copies thereof, including without limitation any derivative works made, as well as any enhancements, improvements, corrections, modifications, alterations, revisions, extensions and updates thereto, shall remain Armis' sole and exclusive property. All right, title and interest (including all intellectual property rights) evidenced by or embodied in and/or attached/connected/related to the Platform and any derivatives thereof and modifications thereto, are and shall be owned solely and exclusively by Armis. The results of the Evaluation shall be considered Armis' Confidential Information.

3.2. Armis reserves all rights not expressly granted herein to the Platform If Evaluator contacts Armis with feedback data (whether orally or in writing) (e.g., questions, comments, feedback data, reports, suggestions or the like) regarding the Platform (“**Feedback**”), such Feedback shall be deemed the exclusive property of Armis; and Evaluator hereby irrevocably transfers and assigns to Armis all intellectual property rights to the Feedback and waives any and all moral rights or economic rights that Evaluator may have in respect thereto.

4. **No Warranty; Limitation of Liability**

- 4.1. Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Evaluation Agreement will not conflict with other agreements to which it is bound or violate applicable law.
- 4.2. **DATA DURING EVALUATIONS.** ANY DATA THAT EVALUATOR ENTERS INTO THE PLATFORM AND ANY CUSTOMIZATIONS MADE TO THE PLATFORM BY OR FOR EVALUATOR DURING THE FREE EVALUATION PERIOD WILL BE PERMANENTLY LOST UNLESS EVALUATOR PURCHASES A SUCCESSIVE SUBSCRIPTION THAT PROVIDES AT LEAST THE SAME LEVEL OF ACCESS AS THE EVALUATION OR EXPORTS SUCH DATA BEFORE THE END OF THE EVALUATION PERIOD.
- 4.3. **DISCLAIMER OF WARRANTY AND LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EVALUATION AGREEMENT, EVALUATOR'S ACCESS TO AND USE OF THE PLATFORM FOR EVALUATION IS PROVIDED "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING, AND CUSTOMER ASSUMES ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE PLATFORM AND ACKNOWLEDGES THAT THE USE OF THE SOLUTIONS, TO THE EXTENT APPLICABLE, MUST BE MADE IN STRICT CONFORMANCE WITH ARMIS' INSTRUCTIONS. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT ARMIS WILL NOT BE LIABLE FOR ANY NETWORK DOWNTIME OR PLATFORM DOWNTIME. FOR ALL EVALUATIONS OR USE UNDER A BETA PROGRAM ARMIS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA, LOSS OF PROGRAMS OR INFORMATION OR OTHER INTANGIBLE LOSS ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PLATFORM, OR INFORMATION, OR ANY PERMANENT OR TEMPORARY CESSATION OF THE PLATFORM OR ACCESS TO INFORMATION, OR THE DELETION OR CORRUPTION OF ANY CONTENT OR INFORMATION, OR THE FAILURE TO STORE ANY CONTENT OR INFORMATION OR OTHER COMMERCIAL OR ECONOMIC LOSS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF ARMIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THAT THEY ARE FORESEEABLE. ARMIS SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE PLATFORM ASSETS DURING THE FREE EVALUATION PERIOD OR USE UNDER BETA PROGRAM EXCEPT AS MANDATED UNDER APPLICABLE LAW, IN WHICH CASE ARMIS' LIABILITY WITH RESPECT TO THE ACCESS TO THE PLATFORM ASSETS PROVIDED DURING THE FREE EVALUATION PERIOD SHALL NOT EXCEED, IN THE AGGREGATE, \$1,000.00. WITHOUT LIMITING THE FOREGOING, ARMIS AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT CUSTOMER'S USE OF THE PLATFORM ASSETS DURING THE FREE EVALUATION PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERRORS, OR THAT ANY DATA PROVIDED DURING THE FREE EVALUATION PERIOD WILL BE ACCURATE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE PARTIES OBLIGATIONS UNDER THE CONFIDENTIALITY SECTION HEREIN.
5. **Confidentiality.** Each Party may have access to certain non-public and/or proprietary information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information (but excluding Customer Data collected automatically by the Platform as part of Evaluation) that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "Confidential Information"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, or use of, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Evaluation Agreement ("Permitted Use"). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates,

agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that it notifies the disclosing Party of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

6. **Term and Termination.** This Evaluation Agreement shall commence on the Effective Date and shall remain in force until the expiration of the Evaluation Period. Evaluator's unauthorized use of the Platform or otherwise failure to comply with the terms of this Evaluation Agreement shall result in automatic immediate termination of this Evaluation Agreement. Upon termination, Evaluator shall: (i) immediately cease use of the Platform; (ii) return all Platform materials and all copies thereof, as well as it related Documentation to Armis; (iii) erase or otherwise destroy all copies of the Platform in its possession (if any), which are fixed or resident in the memory or hard disks of its devices; and (iv) return to Armis any and all of Armis Confidential Information then in its possession. The following provisions shall survive the expiration or termination of this Evaluation Agreement: 3 (Title and Ownership), 4 (No Warranty and Limitation of Liability), 5 (Confidentiality), 6 (Term and Termination) and 7 (General).

7. **Entire Agreement.** This Evaluation Agreement sets forth the entire agreement and understanding of the Parties relating to Customer's evaluation of the Platform, and the Parties herein expressly agree that this Evaluation Agreement supersedes any prior or contemporaneous potentially or actually conflicting terms in any agreement, proposal, negotiation, conversations, discussions, and/or understandings, whether written or oral, with respect to the subject matter herein (including without limitation any nondisclosure agreement among the Parties relating to any other use of the Platform, any Quote or Purchase Order and/or another agreement among the Parties in connection with Customer's consideration and/or evaluation of the Platform), excluding only any written agreement executed by Armis, expressly referencing and superseding this Evaluation Agreement and only to the extent expressly superseding specific terms in this Evaluation Agreement.

8. **General.** This Evaluation Agreement shall be governed by and construed under the laws of the State of California, without reference to principles and laws relating to the conflict of laws. The competent courts of San Mateo County, California shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Evaluation Agreement. Evaluator shall not assign this Evaluation Agreement without the prior written consent of Armis. Any prohibited assignment shall be null and void. No waiver of rights arising under this Evaluation Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No failure or delay by either Party in exercising any right, power or remedy under this Evaluation Agreement shall operate as a waiver of any such right, power or remedy and/or prejudice any rights of such Party. Nothing in this Evaluation Agreement shall be construed to limit or delay either Armis or Evaluator's ability to seek immediate relief at law or in equity for any breach by the other. This Evaluation Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one and the same agreement.