CLOUD SERVICE EVALUATION AGREEMENT

Please scroll down and read all the following terms of use carefully. This is a legal agreement ("Agreement") between You and the Company (*defined in Section 11 below*) ("We," "Us," or "Our") stating the terms and conditions that govern Your access to and use of Our Cloud Service solely on an evaluation basis. Collectively, We and You shall be referred to as the "Parties" and individually as a "Party." For avoidance of doubt, this is not a sale or purchase agreement between the Parties.

By entering into this Agreement on behalf of Your organization, You represent that You have the authority to bind such entity to this Agreement, in which case the terms "You" and "Your" shall refer to such entity. All capitalized terms not defined herein are defined in Our End User License Agreement ("EULA").

BY USING THE CLOUD SERVICE FOR YOUR EVALUATION PURPOSES, YOU AGREE TO ALL THE TERMS AND CONDITIONS STATED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ATTEMPT TO ACCESS, OR USE THE CLOUD SERVICE.

1. CLOUD SERVICE; LICENSE

1.1 Subject to the terms and conditions of this Agreement, We grant to You a limited (pursuant to Section 3 below), non-exclusive, non-sublicensable, non-assignable, non-transferable evaluation license solely for Your internal business purposes in determining whether to purchase a commercial use license for the Cloud Services. To the extent that You are required to download Our Software in order to use the Cloud Service, such Software is considered "*Evaluation Software*" and subject to the terms of Our EULA.

1.2 You must evaluate the Cloud Services in a secure evaluation environment that is always protected against access or use in violation of this Agreement. You cannot use the Cloud Services in any production environment or for any external business purpose.

1.3 Except as otherwise provided for herein, as a part of the evaluation, We will not provide You with: (a) any other products or services that may be necessary to use the Cloud Services; or (b) any integration, implementation, maintenance, or support for the Cloud Services.

2. TITLE; RESTRICTIONS

2.1 We retain all right, title, and interest in and to the Cloud Services and all copies, improvements, enhancements, modifications, and derivative works of the Cloud Services, including, without limitation, all patent, copyright, trade secret, trademarks, and other intellectual property rights in the Cloud Services.

2.2 Except for the limited license granted in Section 1 (Cloud Service; License), We grant no expressor implied rights to You under this Agreement to any of Our patents, copyrights, trade secrets, trademarks, or other intellectual property rights. You will not authorize any third-party (person or entity) to use the Cloud Service and will not authorize others, to:

(a) sell, distribute, or sublicense the Cloud Service;

(b) copy, make modifications to, translate, disassemble, decompile, reverse engineer, otherwise decode or alter, or create derivative works based on the Cloud Service;

(c) operate the Cloud Service in a service bureau or for any business purposes;

(d) publish any benchmark results pertaining to the Cloud Service; or

(e) remove or alter any proprietary notices on or in the Cloud Service.

3. TERM; TERMINATION

This Agreement (including Your license to use the Cloud Service) commences as of the Effective Date and will automatically terminate after the agreed upondate established by Our representative after the Effective Date or upon notice from Us.

4. NO WARRANTY

THE CLOUD SERVICE MAY (A) HAVE LIMITED FEATURES; (B) FUNCTION FOR A LIMITED PERIOD OF TIME; OR (C) HAVE OTHER LIMITATIONS NOT CONTAINED IN A COMMERCIAL VERSION OF THE CLOUD SERVICE. THE CLOUD SERVICE IS PROVIDED "AS IS" AND "WITH ALL FAULTS". WE MAKE NO REPRESENTATIONS OR WARRANTIES, AND WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

5. DISCLAIMER; LIMITATION OF LIABILITY

IN NO EVENT WILL COMPANY BE LIABLE TO YOU FOR (A) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR EXTRA-CONTRACTUAL DAMAGES OF ANY KIND; OR (B) ANY LOSS OF DATA OR BUSINESS, DIMINUTION IN VALUE, LOSS OF PROFITS OR REVENUE, OR BUSINESS INTERRUPTION, REGARDLESS OF LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), WHETHER OR NOT FORESEEABLE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT TO THE EXTENT LIMITED BY APPLICABLE LAW, AND REGARDLESS OF THE BASIS FOR ANY CLAIM BY YOU (EVEN IF BASED ON NEGLIGENCE), OUR MAXIMUM AGGREGATE LIABILITY UNDER OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER IS LIMITED TO $50.00 USD. THE LIMITATIONS IN THIS SECTION 5 (DISCLAIMER; LIMITATION OF LIABILITY) WILL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE.

YOU ARE SOLELY RESPONSIBLE FOR ANY CONTENT, APPLICATION OR NON-COMPANY SOFTWARE THAT YOU LOAD INTO OR CREATE WITHIN THE EVALUATION ENVIRONMENT, AND AGREE, AT YOUR SOLE COST AND EXPENSE, TO DEFEND US AGAINST ANY CLAIM AND INDEMNIFY US FROM ANY DAMAGES, LIABILITIES, COSTS AND EXPENSES OR THE SETTLEMENT AGREED TO BY YOU, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY SUCH CONTENT, APPLICATION OR NON-COMPANY SOFTWARE. WE ARE NOT RESPONSIBLE FOR THE SECURITY OF ANY CONTENT, APPLICATION OR SOFTWARE THAT YOU LOAD INTO OR CREATE WITHIN THE EVALUATION ENVIRONMENT.

6. CONFIDENTIAL INFORMATION

6.1   If the Parties have previously entered into a mutual confidentiality agreement, it remains in effect, except with respect to specific information and disclosures made in connection with this Agreement.

6.2   In connection with this Agreement, each Party may receive or have access to confidential information and materials of the other Party. As used in this Agreement, "**Confidential Information**" means information that:

(a) is designated as "confidential" or by similar words by the disclosing Party at the time of disclosure and, if oral or visual, is confirmed as confidential by the disclosing Party in writing within 15 days of disclosure; or

(b) the receiving Party should reasonably have considered to be confidential underthe circumstances surrounding disclosure;

6.3 **Exclusions.** Confidential Information does not include any information that:

(a) was previously known to the receiving Party,

(b) is received from a third party without similar restriction,

(c) is or becomes publicly available other than through unauthorized disclosure, or

(d) is independently developed by the receiving Party without the use of the other Party's Confidential Information.

6.4 As between the Parties, the disclosing Party owns the Confidential Information it discloses to the receiving Party.

6.5 The receiving Party may use, reproduce, and disclose the disclosing Party's Confidential Information only:

(a) as necessary or appropriate for the receiving Party to perform its obligations or exercise its rights under this Agreement; provided, that, the receiving Party may only disclose the disclosing Party's Confidential Information to other persons and entities that have a need to know such Confidential Information and have agreed to maintain the confidentiality of such Confidential Information in accordance with terms and conditions at least as restrictive as those set forth herein; and

(b) to the extent required by law, provided that the receiving Party promptly notifies the disclosing Party of any such disclosure required by law and provides reasonable cooperation and assistance to the disclosing Party in any and all efforts of the disclosing Party to limit or avoid the disclosure.

6.6 In addition, We may use, reproduce, and disclose product and support related information, data, and material that is anonymized, deidentified, or otherwise rendered not reasonably associated or linked to an identifiable individual person or entity for product improvement and other purposes consistent with Our Privacy Notice.

6.7 The receiving Party will use the same efforts to protect the disclosing Party's Confidential Information from misuse or wrongful disclosure by the receiving Party (or any person or entity to which the receiving Party discloses the Confidential Information) as it uses to protect its own confidential information, data, and material of a similar nature. Neither Party will disclose any Confidential Information of the other Party to any third party for a period of five (5) years following the date of disclosure, except as otherwise expressly permitted under this Section 6 (Confidential Information).

7. YOUR CONTENT

7.1 Except as set forth in Our Data Privacy Agreement for Customers, We make no assurances that any of Your content or Your applications loaded into or created within the evaluation environment will be secured or that such data will remain confidential.

7.2 You acknowledge that Your use of the Cloud Services for Your evaluation purposes is not designed for use with production data (including business content and personal information) and accordingly, You will not include any production data in Your content or use the Cloud Service for any commercial purpose. **You should frequently back up any**

content, application,or software that You load into, or create within, the evaluation environment. We reserve the right at Our sole discretion to delete, at any time and for any reason, any content, application, or software in the evaluation environment, and any such content, application or software may become permanently lost if so deleted.

8.	INSTALLATION OF CLOUD SERVICE

At no charge to You, We will provide reasonable assistance to You as may be necessary to install and configure the Cloud Service for the sole purpose of Your evaluating the Cloud Service as permitted by, and subject to, the terms of this Agreement. We will provide such assistance and perform such installation and configuration services as We determine are necessary and, in the manner, required in Our sole discretion.

9.	PROFESSIONAL SERVICES

If We determine that professional services are required hereunder, Our performance and Your receipt of the professional services are subject to Our Professional Services Terms.

10.	GENERAL

10.1   **Feedback.** "Feedback" as used here, refers to any suggestion or idea or modifying the Cloud Service, including, without limitation, all intellectual property rights in any suggestion or idea. If You provide Us with Feedback in connection with Your use of the Cloud Service, all suchFeedback will be Our sole and exclusive property and We shall be free to use such Feedback on an unrestricted basis, without compensation to You or any person or third party.

10.2   **Governing Law and Venue**. The validity, performance and interpretation of this Agreement will be governed by and construed in accordance with the laws of the jurisdiction and the courts as set forth in the table below:

Name of Legal Entity	Choice of Law	Venue
Musarubra US LLC	State of California, United States	State courts in Santa Clara California or in the Federal District Court for the NorthernDistrict of California
Trellix Public Sector LLC	State of California, United States	State court in Santa Clara California or in the Federal District Court for the NorthernDistrict of California
Musarubra Ireland Limited	Laws of the Republic of Ireland	Courts of Dublin, Ireland
Musarubra Japan KK	Laws of Japan	Tokyo District Court of Japan
Musarubra Singapore Pte Ltd.	Laws of the Republic of Singapore	Courts of the Republic of Singapore
Musarubra Australia Pty Ltd.	Laws of Australia	Courts of New South Wales, Australia

The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary.

10.3   You acknowledge that the Cloud Service may be subject to, and You agree to comply with, applicable U.S. and other country export laws and regulations.

10.4   **Entire Agreement.** This Agreement contains the complete agreement between You and Us relating to its subject matter and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication, whether oral or written, relating to the subject matter of this Agreement.

10.5   **Other**. This Agreement may be amended only in writing, signed by each Party. No waiver of any right by either Party under this Agreement shall be of any effect unless such waiver is express, in writing and signed by the waiving Party. In the event that any one or more provisions in this Agreement should be held to be unenforceable in any respect, such unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such unenforceable provision had not been contained herein. This Agreement may not be assigned nor transferred by You without Our prior written consent.

10.6   **U.S. Government Rights**. **If the Cloud Services are being evaluated by the U.S. Government**, the Cloud Services, and any associated Software and documentation, are considered "commercial computer software" and "commercial computer software documentation" developed exclusively at private expense and shall be subject to the license terms of this Agreement, pursuant to 48 C.F.R. 12.212 of the Federal Acquisition Regulation, and its successors, and 48 C.F.R. 227.7202, DoD FAR Supplement, and its successors.

10.7   **Notice**. Notices and consents required or permitted to be given under this Agreement must be in writing. Notices will be considered delivered upon the earliest of (a) when received, (b) the next business day after being sent to a domestic address by pre-paid, nationally recognized, overnight air courier with tracking capabilities, and (c) 5 business days after being sent by registered or certified airmail, domestically or internationally, return receipt required, postage prepaid. Notices to Company shall be made to the applicable addressed provided below.

10.8   **Survival.** Sections 2 (Title; Restrictions), 3 (Term; Termination), 4 (No Warranty), 5 (Disclaimer; Limitation of Liability), 6 (Confidential Information), and 10 (General) and 11 (Company Defined) shall survive the termination of this Agreement.

11.   DEFINITIONS

"**Company**" means one of the following legal entities who offer the Cloud Service for evaluation purposes to You in the applicable country/region as identified below:

For customers in North, Central or South America: **Musarubra US LLC,** located at 6000 Headquarters Drive, Ste. 600, Plano, TX 75024, USA;

For U.S. Public Sector customers and healthcare customers located in the United States: **Trellix Public Sector LLC,** located at 11911 Freedom Drive, Suite 400, Reston, VA. 20190, USA; and

For customers in Europe, Middle East, Africa: **Musarubra Ireland Limited**, located at Building 2000, City Gate, Mahon, Cork, Ireland;

For customers in Japan: **Musarubra Japan KK**, located at Shibuya Mark City West, 1-12-1

Dogenzaka, Shibuya-ku, Tokyo 150-0043, Japan;

For customers in Asia, other than in Japan, Australia, or China: **Musarubra Singapore Pte Ltd.,** located at 238A Thomson Road, #12-01/05 Novena Square, Tower A, Singapore, 307684;

For customers in Australia: **Musarubra Australia Pty Ltd.,** located at 40 Mount Street, Level 16, North Sydney, NSW 2060, Australia.

"**Data Privacy Agreement**" means the Company's data privacy agreement at https://www.skyhighsecurity.com/en-us/about/legal.html.

"**EULA**" means Company's End User License Agreement at: https://www.skyhighsecurity.com/sse/en-us/assets/docs/legal/SkyhighSecurity_EULA_7_26.pdf.

"**Privacy Notice**" means Company privacy notice at https://www.skyhighsecurity.com/en-us/about/privacy.html

"**Professional Service Terms**" means the Company terms and conditions for professional services at https://www.skyhighsecurity.com/en-us/about/legal/professional-service-terms-conditions.html.

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