

## Riscure, Inc. Product Evaluation Terms and Conditions

### 1. DEFINITIONS.

**Agreement** means the Evaluation Quotation into which these Product Evaluation Terms and Conditions are incorporated.

**Confidential Information** means non-public information of or about a Party that other Party gains access to in oral, written, electronic or any other form in the course of carrying out the Agreement and includes, without limitation, (i) with respect to each Party, the terms of the Agreement, and (ii) with respect to Riscure, Software.

**Customer** means the customer identified in the Agreement.

**Hardware** means any hardware that is developed by Riscure and is provided by Riscure hereunder, excluding any third-party hardware that is incorporated therein or is provided therewith.

**Party** means Riscure or Customer.

**Product** means any Software, Hardware, or Third-party Product.

**Riscure** means Riscure, Inc., a California corporation.

**Software** means any software (including, as applicable, training modules) that is developed by Riscure and is provided by Riscure hereunder, excluding any third-party software that is incorporated therein or is provided therewith.

**Product Evaluation Terms and Conditions** means the terms and conditions set forth in this document.

**Third-party Product** means any software or hardware that is developed by a third party and is provided by Riscure hereunder.

2. **PAYMENT.** In consideration of Riscure's delivery of the Products, Customer will pay the fees, if any, specified in the Agreement on the terms set forth therein. Customer is responsible for payment of any applicable taxes other than Riscure's franchise taxes and taxes on Riscure's net income.

3. **COMPLIANCE WITH LAWS.** Customer will use the Products and, as applicable, will export any Product in compliance with all applicable laws and regulations. Furthermore, Customer will not use any Product to cause any financial or operational harm to any third party.

4. **SOFTWARE LICENSE.** Riscure and its licensors hold all intellectual property rights in the Products. So long as the Agreement remains in effect and Customer satisfies its obligations thereunder, Riscure hereby grants to Customer a non-exclusive, worldwide, fully-paid, non-transferable, non-sublicensable license to use, reproduce and modify (as applicable) the Software solely for the purposes of the Agreement for the term set forth therein. Customer will not make the Software available to any third party. Customer will implement security controls that preclude access to the Software by unauthorized persons. Customer will not reverse engineer or decompile the Software. Upon expiration or termination of the Agreement, Customer will

permanently remove and delete any copies of the Software in its possession.

5. **CONFIDENTIALITY.** If there is a separate, signed confidentiality agreement between the Parties that applies to Confidential Information, then the Parties' rights and obligations regarding Confidential Information will be governed by that agreement; otherwise, those rights and obligations will be as set forth below. Each Party will protect the other Party's Confidential Information by (i) using it only for the purposes of the Agreement, (ii) disclosing it only to the Party's personnel strictly on a need-to-know basis and not to any third party, and (iii) taking such measures as it takes to protect its own confidential information of like kind, and in any event a reasonable level of care. The obligations set forth in the preceding sentence will not apply in the event, and only to the extent, that the Confidential Information is (i) already in the receiving Party's possession without obligation of confidentiality, (ii) obtained from a third party without obligation of confidentiality, (iii) independently developed by the receiving Party, (iv) disclosed by the other Party to a third party without obligation of confidentiality, or (v) required to be disclosed by applicable law or governmental order, in which case the receiving Party will, as promptly as possible and before making the disclosure, notify the other Party of its intention to make the disclosure.

6. **DISCLAIMER OF WARRANTIES. THE PRODUCT IS PROVIDED AS-IS. RISCURE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED. INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RISCURE HAS NO OBLIGATION TO REPAIR OR REPLACE THE PRODUCT.**

7. **LIMITATION OF LIABILITY. EXCEPT AS CONCERNS CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS CONCERNS CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS, THE MAXIMUM CUMULATIVE LIABILITY OF RISCURE FOR ANY AND ALL DAMAGES ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT THAT CUSTOMER HAS PAID TO RISCURE UNDER THE AGREEMENT.**

8. **INDEMNIFICATION.** Riscure will defend, indemnify and hold harmless Customer against any third-party claim that any Software infringes the third party's United States patent, copyright or trademark or misappropriates the third party's trade secret if Customer promptly notifies Riscure of such claim. Riscure will be entitled to control, and will assume full

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responsibility for, the defense of such claim. Customer will cooperate in all reasonable respects with Riscure, at Riscure's expense, in the investigation, trial and defense of such claim and any appeal arising therefrom. Riscure will be relieved of the foregoing obligations to the extent that any claim relates to (i) modification of the Software by Customer or any third party, (ii) non-Riscure software, (iii) Customer's combination of the Software with any product not provided by Riscure, (iv) use or distribution of the Software other than as contemplated by the Agreement, (v) Customer's continued use of the Software after receiving notification of the third-party claim, or (vi) any Software that Riscure has provided to Customer at no charge.

9. **FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing any obligation under the Agreement, other than payment obligations, because of war, terrorism, sabotage, riot, strikes, lock-outs, labor stoppage, freight embargoes, fires, explosions, flood, earthquakes, other acts of God, failure of electrical power or telecommunications services, or any other circumstances beyond the Party's reasonable control.

10. **AMENDMENT.** The Parties may amend the Agreement only by a written instrument signed by each Party.

11. **ASSIGNMENT.** Neither Party may assign the Agreement without the written consent of the other Party.

12. **TERMINATION AND SURVIVAL.** Either Party may terminate the Agreement immediately upon notice to the other Party if (i) the other Party fails to perform any material obligation hereunder and does not cure such failure within 30 days of receiving notice thereof, or (ii) the other Party admits an inability to pay its debts; enters into a composition or arrangement with its creditors; has a trustee or receiver appointed, with or without the other Party's consent; or files or has filed against it a petition for relief under the Bankruptcy Code or any similar

federal or state statute. Sections 1 through 9 and 13 through 17 will survive termination or expiration of the Agreement.

13. **INDEPENDENT CONTRACTOR.** Riscure is an independent contractor of Customer. Neither Party will have any right, power or authority to create any obligations on behalf of the other.

14. **NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries of the Agreement.

15. **ENTIRE AGREEMENT; SEVERABILITY.** The Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all previous negotiations, proposals and understandings regarding that subject matter. If any provision of the Agreement is found to be invalid or unenforceable, then the remainder of the Agreement will remain in full force and effect, and that provision will be deemed deleted.

16. **INJUNCTIVE RELIEF.** The Parties acknowledge that a breach of Section 4 or 5 may give rise to irreparable injury for which damages are not adequate compensation. Accordingly, each Party may seek, without obligation to post any bond, injunctive relief against any such breach or threatened breach in addition to any other remedies that the Party may have.

17. **CHOICE OF LAW; JURISDICTION AND VENUE.** The Agreement will be governed by and construed in accordance with the laws of the State of California excluding its conflict of laws provisions. The Parties consent to the exclusive jurisdiction of the state and federal courts in the City and County of San Francisco, California and expressly waive any objection or defense based on lack of personal jurisdiction or venue in connection with any dispute arising out of or relating to the Agreement or its breach. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

**Riscure, Inc. DRAFT Evaluation Quotation**

**EVALUATION QUOTATION**

This document (the **Quotation**) specifies the terms under which the customer identified below (the **Customer**) will evaluate the Riscure product identified below (the **Product**). The Product Evaluation Terms and Conditions are incorporated into this Quotation.

Customer Name:

Customer Address:

	<b>Terms</b>	<b>Further information</b>
<b>Product being evaluated</b>		
<b>Evaluation term/available renewals</b>		
<b>Agreed fee for evaluation, if any</b>		
<b>Further evaluation agreements (as part of MVP or other collaborative processes)</b>		

The Parties have read this Quotation, understand it, and agree to it. By signing below, each individual warrants that he or she has full power and authority to bind his or her Party hereto.

**Riscure, Inc. (Riscure)**

**[Customer Name] (Customer)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_