

Riscure Evaluation Product License Conditions - 20190101

1. **Scope of the Agreement**
 These Evaluation Product License Conditions shall apply to any agreement and all other legal relationships connected with the delivery of Product(s) identified in the [evaluation quotation]. The [evaluation quotation] and these Evaluation Product License Conditions, if applicable, constitute the agreement between parties (hereafter: "the Agreement"). The Agreement shall be concluded between customer (hereafter: "Licensee") and Riscure B.V. (hereafter: "Riscure"). Any terms and conditions proposed or stipulated by Licensee shall not apply - not even in addition to these General License Conditions - and any applicability is expressly excluded and rejected unless otherwise expressly agreed in writing.

2. **License Grant**
 - 2.1 Subject to the Agreement Riscure grants Licensee a non-exclusive, temporary, subscription license to use, reproduce and modify (if applicable) the Software in the form delivered to Licensee, solely for evaluation purposes and for the limited term identified in the Agreement. At the expiration of the limited term, the license to the Software, lapses and Licensee will permanently remove and delete all copies of the Software or return these to Riscure.
 - 2.2 The license cannot be carried over to a third party. The Software shall only be used by the Licensee's employees. Any modifications, reverse engineering, decompilations (except where allowed under mandatory law), renting, leasing, lending, hosting, sublicensing or reproducing of the Software outside the license is prohibited.
 - 2.3 Access to workstations or servers on which the Software is used shall be limited to authorized personnel only. The Licensee is responsible for putting in place adequate security controls to prevent the Software from being accessed on a workstation or via a network connection by an unauthorized individual.

3. **Ethical use & compliance with laws**
 The Product is designed for the purposes as described in the software description. It is not permitted to use the Product for any illegal purposes. This includes, but is not limited to, breaking the security of a product with the aim to financially exploit the vulnerabilities that are detected.

4. **Warranty**
 The Product is provided as-is and without any warranties. Riscure is under no obligation to repair or replacement of the Software.

5. **Confidentiality**
 For the purposes of the General License Conditions, "Confidential Information" means all information disclosed by a party ("the Disclosing Party") to the other party ("the Receiving Party"), whether orally or in writing, that is designated as confidential or can reasonably be assumed to be confidential given the nature and character of the information and the circumstances of the disclosure. Any source code that may be included in the Software is deemed to be confidential. The Licensee agrees to hold information on methods, code and other knowledge that already exist in the Software in strict confidence and shall use the information only for the purpose of the Agreement. Licensee agrees to use the Confidential Information only for the limited term of its license and solely for the purpose of evaluation, and to take all steps reasonably necessary to maintain and protect the Confidential Information in the strictest confidence for the benefit of Riscure.
 Both parties will take all reasonable measures to ensure safe preservation or storage with respect to the Confidential Information in whatever form, or on whatever kind of data medium. The Receiving Party hereby acknowledges that, due to the unique nature of the Disclosing Party's Confidential Information, any breach of its obligations hereunder would result in serious damage being sustained by the Disclosing Party.
 The confidentiality clause does not apply to information which:
 - At the date of disclosure to the Receiving Party or thereafter can be shown by the Receiving Party to be already generally available to the public and/or which comes into the public domain other than through an action or inaction by the Receiving Party (or any employee, agent, consultant or affiliate) in breach of the Agreement.
 - Was lawfully in the Receiving Party's possession or known by the Receiving Party prior to receipt from Disclosing Party.
 - Was lawfully disclosed to the Receiving Party by a third party who was in lawful possession of such information and who was not under any confidentiality obligations.

- Was invented or developed by the Receiving Party.
 - Is information output originating from the use of the Software
- 6. Intellectual property**
- 6.1 The intellectual property rights on the Product are owned by Riscure.
- 6.2 Riscure shall indemnify Licensee against any action at law based on the allegation that the Product infringe(s) any intellectual property right, provided that Licensee shall notify Riscure promptly in writing of the claim and give Riscure sole control over its defence or settlement. The Licensee agrees to provide Riscure with reasonable assistance in defending the claim, and Riscure will reimburse Licensee for reasonable out of pocket expenses that it incurs in providing that assistance. This obligation to indemnify shall cease to exist if and insofar as the infringement concerned relates to (i) any modifications which Licensee has made in the Products, equipment or materials or caused to be made therein by third parties, (ii) non-Riscure software; (iii) Licensee's combination of the Product with (or damages based on the value of) a non-Riscure product, data, or business process; (iv) the use or redistribution of the Product in violation of this Agreement; (v) Licensee's continued use of the Product after being notified to stop due to a third party claim; or (vi) Products or fixes provided free of charge.
- 7. Export**
- Licensee agrees and warrants that it will comply with all applicable national and international (re-) export control laws and regulations, such as but not limited to the Wassenaar Arrangement and end-user, end use and destination restrictions by U.S. and other governments related to Riscure Products, services, and technologies.
- 8. Termination**
- Parties shall, in any event, be entitled to immediately rescind the Agreement in the event that:
- The other party is in material breach of its contractual obligations and has not remedied such breach within thirty (30) days after receipt of a written notice of default from the other party.
 - The other party is declared bankrupt, is granted a suspension of payments or begins negotiations for a composition with its creditors or is otherwise insolvent.
- Termination of the Agreement is solely possible as specified in the Agreement.
- 9. Liability**
- Riscure delivers the Product as-is, excludes any liability for direct or indirect damages caused by the Product and is not responsible for any consequences of misuse of the tool and any mistakes in the platform.
- The limitations contained in the Agreement will not apply with respect to (i) Riscure's obligations under the Agreement to defend third party claims of intellectual property infringement, and to pay damages resulting from any final adjudication (or settlement to which Riscure consents) of such claims, or (ii) Riscure's liability for damages resulted from gross negligence or wilful misconduct of Riscure's senior management or (iii) for damages caused in violation of mandatory applicable law or where liability cannot be excluded or limited under applicable mandatory laws.
- 10. Applicable law**
- The Agreement and any dispute connected thereto shall be governed by the laws of the Netherlands, without effect to its conflict of laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.
- 11. Resolving conflicts**
- Any dispute arising from the Agreement shall be submitted to the jurisdiction of the competent court of the country of the defendant. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.
- 12. Severability**
- In the event any provision clause, sentence, phrase, or word in these General License Conditions, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof, or of the application of any such provision in any other circumstances. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the provision to the extent permissible under applicable law.
- 13. Entire agreement**
- The Agreement constitutes the entire agreement of the parties with respect to the use of the Products. The Agreement may be modified only by means of a duly executed written amendment signed by the authorized representatives of both parties.



Licensee declares to have read the Evaluation Product License Conditions and accepts the conditions that are presented to him/her in the Agreement.

Name:

Signature:

Place and
Country:
Date:

Please return the signed document by courier, ordinary post, email or fax to Riscure



Evaluation Quotation

This document serves as formal quotation for Client to evaluate a Riscure product. Irrespective of the product, the Riscure Evaluation Product License Conditions are always an inherent part of this document once signed.

Client Company Name:

Client Address:

	Terms	Further information
Product being evaluated		
Agreed duration/available renewals		
Agreed fee for evaluation if any		
Further evaluation agreements (as part of MVP or other collaborative processes)		

Riscure

Name:
Title:

Name:
Title:

Signature/Place/Date

Signature/Place/Date