



SOFTWARE EVALUATION TERMS

This Evaluation License (the “Agreement”) sets forth the terms and conditions pursuant to which RevBits is willing to provide software (the “Evaluation Software”) to potential customers or other persons for purposes of testing and evaluation. For purposes of this Agreement, “RevBits” refers to RevBits, LLC; and “You” refers to the individual who has requested access to the Evaluation Software, or, if access has been requested on behalf of a company or organization, then to such company or organization. You agree that You will use any Evaluation Software that is provided to You by RevBits in accordance with the terms and conditions of this Agreement.

1. Right to Use the Software

- a) RevBits hereby grants You a no-cost, revocable, non-exclusive, non-transferable right to use the Evaluation Software. You acknowledge that the Evaluation Software, or parts thereof, may be delivered by various means – including the furnishing of copies for installation on your own computers, the provision of access to hosted software and/or making applications available for download onto mobile devices – and agree that all of the Evaluation Software, regardless of the form or manner in which provided, shall be used only in accordance with the terms of this Agreement.
- b) You acknowledge and agree that the Evaluation Software is being provided for evaluation and testing purposes only and may not be used for any production or other purposes. Unless otherwise agreed in writing, all evaluation and testing shall be conducted internally and you will not provide access to the Evaluation Software to anyone outside of your company or organization.
- c) If the Evaluation Software is being provided to a company or organization, then, unless otherwise agreed in writing, access will be provided for ten (10) users. RevBits may, in its discretion, impose different or additional limitations on your use of the Evaluation Software.
- d) Unless otherwise agreed in writing, the term of your right to use the Evaluation Software will expire in thirty (30) days.
- e) Notwithstanding the preceding paragraph 1(d), RevBits reserves the right to terminate your right to use the Evaluation Software at any time, for any reason or no reason.

2. Provision of Feedback

- a) In consideration of the license hereby granted, You agree to provide RevBits with feedback concerning the Evaluation Software, including:
 - i) Reports concerning any anomalies that might be encountered or any deviation of operations from any associated documentation. Such reports shall be sent by e-mail to: support@revbits.com with a copy to the RevBits sales representative assigned to You.
 - ii) An overall evaluation of the Evaluation Software at the conclusion of the testing period.
- b) You agree that RevBits will own all patents, copyrights, trade secrets, know-how, trademarks, service marks and other proprietary rights (“Intellectual Property Rights”) with respect to:



SOFTWARE EVALUATION TERMS

- i) any and all comments, suggestions, ideas and/or other feedback concerning the Evaluation Software provided by You, whether provided in the manner described in the preceding paragraph 2(a) or in any other manner; and
- ii) any and all inventions, improvements, enhancements, additions to and/or modifications of the Evaluation Software of any kind that might result from such feedback.

You hereby assign to RevBits, all right, title and interest in and to the foregoing and agree that You will, at RevBits' request, execute and deliver to RevBits such documents as might be reasonably necessary to secure, perfect, record, or maintain the rights assigned to RevBits.

3. Software for Evaluation and Testing Purposes Only

- a) You acknowledge that the Evaluation Software or portions thereof may still be under development and may contain anomalies. RevBits shall have no obligation to correct reported anomalies or to provide You with corrected code. You will not rely upon the Evaluation Software for any cybersecurity or other actual production purposes.
- b) While it is anticipated that the parties will communicate and cooperate with each other as part of the evaluation and testing process, there shall be no particular obligation on the part of RevBits to provide installation, set-up, maintenance, support or other services with respect to the Evaluation Software.
- c) THE EVALUATION SOFTWARE IS BEING PROVIDED ON AN "AS IS" BASIS AND REVBITS HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EVALUATION SOFTWARE, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

4. Ownership of the Evaluation Software

All Intellectual Property Rights in or related to the Evaluation Software are and shall remain the exclusive property of RevBits (or its suppliers or licensors). You shall not infringe or take any action that jeopardizes the Intellectual Property Rights of RevBits (or its suppliers or licensors) or acquire any Intellectual Property Rights or other rights in the Evaluation Software, except the limited rights specifically set forth in this Agreement. You acknowledge that the making of any reproduction, translation, modification, adaptation, decompilation, or other derivation of the Evaluation Software that RevBits has not authorized may violate the Intellectual Property Rights of RevBits (or its suppliers or licensors) and give rise to legal sanctions under applicable law. You agree not to make any such reproduction, translation, modification, adaptation, decompilation, or other derivation of the Evaluation Software without RevBits' written authorization. You agree to indemnify and hold RevBits harmless against and from any and all losses, damages and expenses incurred by RevBits, including without limitation reasonable attorney's fees and court costs, arising from any breach by You of your obligations under this Section 4.

5. Confidentiality



SOFTWARE EVALUATION TERMS

- a) You acknowledge that the Evaluation Software, together with any documentation or other related information that might be provided, incorporates confidential and proprietary information developed, acquired by or licensed to RevBits. You shall take all precautions necessary to safeguard the confidentiality of the Evaluation Software and related information, including without limitation (i) those taken by You to protect your own trade secrets or similarly significant confidential information and (ii) those which RevBits or its authorized representatives might reasonably request from time to time.
- b) You will not disclose the Evaluation Software or related information to any individual, company, or organization, except any employees of your company or organization who (i) require access for purposes of evaluation and testing in accordance with the terms set forth in this Agreement, and (ii) agree to comply with the use and nondisclosure restrictions applicable to the Evaluation Software and related information that are set forth in this Agreement. If requested by RevBits, You will cause such employees to execute appropriate confidentiality agreements.
- c) Absent the prior written consent of RevBits, You will not disclose or publicize any information concerning the Evaluation Software, including without limitation any feedback of the types described in Section 2 or the results of your evaluation and testing.
- d) Upon the expiration or termination of your right to use the Evaluation Software, You shall, with respect to any tangible copies of the Evaluation Software and related information that might be in your custody or control, either return the same to RevBits or, at the option of RevBits, destroy all copies of the same; and, with respect to all electronic copies of the foregoing, delete the same from your computer systems and any mobile devices; and in all cases deliver to RevBits a letter signed by You or on behalf of your company or organization that certifies your compliance with the foregoing obligations.
- e) Notwithstanding the foregoing, You shall not have a confidentiality obligation with respect to information that (i) was independently developed before receiving it from RevBits; (ii) is lawfully obtained from a third party under no confidentiality obligation; (iii) becomes available to the public other than as a result of any act or omission by You; or (iv) is required to be disclosed pursuant to a subpoena or other legal process, provided that RevBits shall be notified as soon as possible of any such required disclosure so that it may contest the same if it chooses, and further provided that the extent of any disclosure to be made shall be limited to the minimum degree of disclosure required by such legal process and applicable law.

6. Limitation of Liability

- a) REVBITS SHALL NOT HAVE ANY LIABILITY ARISING FROM OR RELATED TO THE EVALUATION SOFTWARE OR ITS USE BY YOU, WHETHER IN CONTRACT OR TORT OR OTHERWISE. IF SUCH EXCLUSION OF LIABILITY SHOULD BE FOUND TO BE INVALID UNDER APPLICABLE LAW, THEN REVBITS' MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ALL CLAIMS ARISING FROM OR RELATED TO THE SOFTWARE OR ITS USE BY YOU SHALL BE \$1,000 (OR, IF GREATER, THE MINIMUM AMOUNT PERMITTED BY APPLICABLE LAW).
- b) UNDER NO CIRCUMSTANCES SHALL REVBITS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING, BUT NOT LIMITED



SOFTWARE EVALUATION TERMS

TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK, OR IMPAIRMENT OF OTHER ASSETS.

7. User Data

a) The Evaluation Software is being provided to You for use in a test environment with sample data. REVBITS SHALL NOT HAVE ANY LIABILITY ASSOCIATED WITH THE LOSS OR UNAVAILABILITY OF ANY ACTUAL DATA OR INFORMATION THAT YOU MIGHT CHOOSE TO USE IN CONJUNCTION WITH THE EVALUATION SOFTWARE, WHETHER RESULTING FROM THE OCCURRENCE OF A CYBER-ATTACK OR OTHERWISE.

b) You agree that you will not transmit to, store on or process using RevBits' servers or systems, or otherwise place into the custody or control of RevBits in connection with the evaluation or testing of the Evaluation Software, any information of yours or of any third party that is confidential or proprietary, consists of personally identifiable information or information protected by data privacy laws, or is of a similarly sensitive nature. REVBITS SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO ANY INFORMATION PLACED INTO ITS CUSTODY OR CONTROL CONTRARY TO THE FOREGOING AND YOU HEREBY AGREE TO INDEMNIFY AND HOLD REVBITS HARMLESS AGAINST AND FROM ANY AND ALL LOSSES, DAMAGES AND EXPENSES INCURRED BY REVBITS, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND COURT COSTS, ARISING FROM ANY BREACH BY YOU OF YOUR OBLIGATIONS UNDER THIS PARAGRAPH 7(b).

8. Hosted Software

With respect to any Evaluation Software that is provided to You on a hosted basis or otherwise involves access to RevBits' servers or systems, You agree:

a) that You will keep the login credentials and/or other access information provided to You confidential and not permit any person outside of your company or organization to access RevBits' servers or systems;

b) that You will not access or utilize RevBits' servers or systems for any purpose other than the evaluation and testing of the Evaluation Software; and

c) that upon the expiration or termination of your right to use the Evaluation Software RevBits shall have no obligation to maintain any data or information that was stored on its servers or systems during the course of the evaluation and testing process and may delete the same without further notice.

9. Use of Information

a) If in the course of the evaluation and testing contemplated by this Agreement RevBits obtains or is provided by You with information concerning a cyber-attack or attempted cyber-attack, then RevBits shall have the right to use all information, including without limitation any information concerning the method, means, source, malware, ransomware or other malicious code employed (including any new, previously unidentified malicious



SOFTWARE EVALUATION TERMS

code), the e-mail messages or other techniques employed in a phishing attempt (including any new, previously unidentified phishing techniques) or any other aspect of a cyber-attack or attempted cyber-attack, for any purpose, including without limitation the development or improvement of cybersecurity products and services, and RevBits shall exclusively own any inventions, works of authorship (including without limitation software code) or other technological developments or know-how that might be developed or created by RevBits on the basis of such information, together with all Intellectual Property Rights therein.

10. Miscellaneous

a) Assignment. You shall not assign this Agreement or any of your rights or obligations hereunder without RevBits' prior written approval. Any purported assignment made without such approval shall be void and of no effect.

b) Notice. All notices, approvals or other communications required or permitted under this Agreement ("Notices") must be in writing and may be given by e-mail. Notice given by e-mail shall be deemed to have been given as of the date sent if sent before 5:00 p.m. (recipient's time) on a business day; otherwise the notice shall be deemed to have been given on the next business day.

c) No Representations. No representations or warranties have been made by any party to the other except as expressly set forth herein.

d) Choice of Law; Venue. This Agreement shall be governed by and interpreted in accordance with the law applicable to a contract made and performed within the State of New York, U.S.A., without regard to principles of conflict of laws. Any litigation pertaining to the Evaluation Software or this Agreement shall be venued in the New York State Supreme Court, Nassau County, or the United States District Court for the Eastern District of New York, and the parties hereby submit to the jurisdiction of such courts.

e) Partial Invalidity. If any provision of this Agreement is determined by a court or adjudicative body to be unenforceable, then such determination shall not affect the validity of the other provisions of this Agreement, which shall remain in effect and be enforced as nearly as possible in accordance with their original intent.

f) Entire Agreement. This Agreement, together with the terms and conditions set forth on any web page or portal maintained by RevBits for the purpose of requesting or obtaining access to the Evaluation Software, constitute the complete understanding between the parties with respect to the subject matter.

g) No Oral Modification. No waiver of any of the terms or conditions applicable to your use of the Evaluation Software shall be valid or binding on a party unless such party makes the waiver in writing. The failure to enforce any of the terms and conditions, or the failure to require at any time the performance of any of the terms and conditions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability to enforce each and every provision thereafter. The terms and condition may not be altered, amended, modified, or otherwise changed in any way except by a written instrument.