

RISK FOCUS
SOFTWARE EVALUATION END USER LICENSE AGREEMENT

This Evaluation End User License Agreement (the “Agreement”) is an agreement between Risk Focus, Inc. (“Risk Focus”) and you. These terms apply to the software with which they are distributed, including the media on which you received it, if any. The terms also apply to any Risk Focus updates, supplements, and support services for the software that Risk Focus may supply to you, unless other terms accompany those items. If so, those terms apply.

IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE SOFTWARE. BY USING THE SOFTWARE, YOU ACCEPT AND AGREE TO ABIDE BY THIS EVALUATION END USER LICENSE AGREEMENT (“Agreement”) UNLESS OR UNTIL IT IS SUPERSEDED BY A LATER AGREEMENT BETWEEN YOU AND RISK FOCUS THAT EXPRESSLY SUPERSEDES THIS AGREEMENT BY ITS OWN TERMS.

If you are accepting this Agreement on behalf of a corporate entity, such as your employer, by checking “I Agree”, you represent and warrant that you have all necessary right, title, and authority to bind the corporate entity to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which the parties acknowledge, the parties agree as follows:

1. Definitions.

- a. “Evaluation Materials” means the Software Components and the Other Materials.
- b. “Evaluation Term” means six (6) months.
- c. “Non-Commercial Environment” means an internal-use-only non-production environment where the Evaluation Materials are not used to manage assets or provide any other services that result in any form of consideration or payment.
- d. “Other Materials” means documentation, instructions, and/or examples provided by Risk Focus to you for use with the Software Components.
- e. “Recipient” means the party accepting this Agreement.
- f. “Software Components” means the evaluation version of the API repository titled APIXHUB™.

2. Use of Evaluation Materials and Software License.

- a. Subject to Recipient’s compliance with the terms and conditions of this Agreement, during the Evaluation Term, Risk Focus grants to Recipient a personal, non-transferable, nonsublicensable, nonexclusive license to use one copy of the Evaluation Materials during the Term, solely in Non-Commercial Environments, and solely in accordance with the documentation or instructions supplied by Risk Focus. Risk Focus shall at all times retain all title to and ownership of all copies of the Evaluation Materials, and as between the parties Risk Focus shall retain and control all intellectual property rights included or embodied within the Evaluation Materials. Recipient will use the Evaluation Materials only in the ordinary course of evaluation, and Recipient will not reproduce or modify the Evaluation Materials or any portion thereof.
- b. Recipient shall not (and shall not allow any third party to): (i) distribute, disclose, rent, sell, lease, sublicense, make available for timesharing or service bureau purposes or otherwise transfer any part of the Evaluation Materials or use them for the benefit of a third party (including by way of multiplexing or pooling); (ii) disassemble (e.g. physically take apart), reverse assemble, reverse compile or otherwise reverse engineer the Evaluation Materials, or otherwise attempt to discover any Evaluation Materials’ source code or underlying Proprietary Information (as that term is defined below) (except to the extent that applicable law prohibits reverse engineering restrictions or as otherwise expressly permitted by Risk Focus in a signed written agreement); (iii) disclose the existence of this relationship or the results of any benchmark testing, technical results or other performance data relating to the Evaluation Materials without Risk Focus’s prior written consent; or (iv) use any portion of the Evaluation Materials in violation of any laws or regulations. Recipient agrees to and shall indemnify, hold harmless and defend Risk Focus and its licensors from and against any

claims or suits, including attorneys' fees and expenses, which arise or result from any illegal or unauthorized use of the Evaluation Materials by (or knowingly and actively assisted by) Recipient.

3. Confidentiality; Ownership. Recipient acknowledges that, in the course of using the Evaluation Materials and performing its duties under this Agreement, it may obtain information relating to the Evaluation Materials and/or Risk Focus ("Proprietary Information"). Such Proprietary Information shall belong solely to Risk Focus and includes, but is not limited to, the existence of the Evaluation Materials, features and mode of operation, this Agreement, trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, benchmarks, software documents, and other technical, business, product, marketing and financial information, plans and data. In regard to this Proprietary Information:
 - a. Recipient shall not, during the term of this Agreement and for a period of at least five (5) years after its termination, use (except as expressly authorized by this Agreement) or disclose Proprietary Information without the prior written consent of Risk Focus unless such Proprietary Information becomes part of the public domain without breach of this Agreement by Recipient, its officers, directors, employees or agents.
 - b. During the period specified in (a) above, Recipient will take all necessary measures to maintain the Proprietary Information and Evaluation Materials in confidence.
 - c. During the period specified in (a) above, individual employees of Recipient will not share or copy the Evaluation Materials and Proprietary Information with any other individuals. Individual employees of Recipient shall not, without the prior written consent of Risk Focus, disclose or otherwise make available the Evaluation Materials or copies thereof to any third party.
 - d. Recipient will not remove or export the Evaluation Materials or any Proprietary Information or any of its direct products to any region where export is restricted by law, including, without limitation, Proprietary Information may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. By using the Confidential Information, Recipient represents and warrants that Recipient is not located in any such country or on any such list. Recipient also agrees that Recipient will not use the Confidential Information for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons.
 - e. Recipient hereby does and shall assign to Risk Focus any invention, work of authorship, mask work, idea, information, feedback or know-how (whether or not patentable) that is conceived, learned or reduced to practice in the course of using the Evaluation Materials and any patent rights, copyrights (including moral rights; provided that any non-assignable moral rights are waived to the extent permitted by law), trade secret rights, mask work rights and all other intellectual and industrial property rights of any sort with respect thereto. Recipient agrees to take any action reasonably requested by Risk Focus to evidence, perfect, obtain, maintain, enforce or defend the foregoing.
 - f. In the event that Recipient becomes aware of any breach of this Section 3, Recipient shall immediately inform Risk Focus in an email to legal@RiskFocus.com.
4. Warranty Disclaimer.
 - a. The parties acknowledge that every aspect of the Evaluation Materials is experimental in nature and that the Evaluation Materials are provided "AS IS" and may not be functional on any machine or in any environment. RISK FOCUS DISCLAIMS ALL WARRANTIES RELATING TO THE EVALUATION MATERIALS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
5. Limitation of Remedies and Damages.

RISK FOCUS SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE

GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS. RISK FOCUS SHALL NOT BE RESPONSIBLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

6. Nonassignability. Although fully assignable and transferable by Risk Focus, neither the rights nor the obligations arising under this Agreement are assignable or transferable by Recipient, and any such attempted assignment or transfer shall be void and without effect.
7. Execution of Agreement, Controlling Law, Attorneys' Fees and Severability. This Agreement shall become effective only upon its execution and it shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws provisions. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with its Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
8. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and any and all written or oral agreements previously existing between the parties are expressly cancelled. Any modifications of this Agreement must be in writing and signed by both parties.
9. Equitable Relief. Recipient acknowledges and agrees that due to the unique nature of Risk Focus' Proprietary Information, there can be no adequate remedy at law for any breach of its obligations, that any such breach may allow Recipient or third parties to unfairly compete with Risk Focus resulting in irreparable harm to Risk Focus, and therefore, that upon any such breach or threat of breach, Risk Focus shall be entitled to injunctions and other appropriate equitable relief without posting a bond, in addition to whatever remedies it may have at law.
10. Termination. The "Term" of this Agreement shall be the period of time commencing on the Effective Date and ending upon the earlier of the end of the Evaluation Term or any termination under this Section 10. Additionally, this Agreement may be terminated immediately upon notice of any breach by Recipient of any provision of this Agreement. Upon termination, the license granted under this Agreement will terminate and Recipient shall immediately destroy or return the Evaluation Materials, together with any and all documents, notes and other materials regarding the Evaluation Materials to Risk Focus, including, without limitation, all Proprietary Information and all copies and extracts of the foregoing.
11. Basis of Bargain. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL, BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.