EVALUATION AGREEMENT

*** IMPORTANT INFORMATION – PLEASE READ CAREFULLY ***

THIS PRODUCT CONTAINS COMPUTER PROGRAMS AND OTHER PROPRIETARY MATERIAL AND INFORMATION, THE USE OF WHICH IS SUBJECT TO AND EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THIS EVALUATION AGREEMENT (THE "AGREEMENT").

THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU (MEANING THE INDIVIDUAL PERSON OR THE ENTITY THAT THE INDIVIDUAL REPRESENTS THAT HAS OBTAINED THE SOFTWARE AND HARDWARE FOR EVALUATION IN ITS INTERNAL ENVIRONMENT AND NOT FOR OUTRIGHT RESALE) (THE "CUSTOMER") AND RSA (WHICH MEANS (I) RSA SECURITY USA LLC, IF CUSTOMER IS LOCATED IN THE UNITED STATES, MEXICO OR SOUTH AMERICA; (II) THE LOCAL RSA SALES AFFILIATE, IF CUSTOMER IS LOCATED OUTSIDE THE UNITED STATES, MEXICO OR SOUTH AMERICA AND IN A COUNTRY IN WHICH RSA HAS A LOCAL SALES AFFILIATE; OR (III) RSA SECURITY & RISK IRELAND LIMITED OR OTHER AUTHORIZED RSA ENTITY AS IDENTIFIED ON THE RSA SCHEDULE OR OTHER RSA ORDERING DOCUMENT, IF CUSTOMER IS LOCATED OUTSIDE THE UNITED STATES, MEXICO OR SOUTH AMERICA AND IN A COUNTRY IN WHICH RSA DOES NOT HAVE A LOCAL SALES AFFILIATE).

Unless RSA agrees otherwise in writing, this Agreement governs Customer's use and evaluation of the Product. By clicking on the "Agree" or "Accept" or similar button at the end of this Agreement, or proceeding with the installation, downloading, use or reproduction of this Product, or signing a Schedule that references this Agreement, or authorizing any other person to do so, you are representing to RSA that you are (i) authorized to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of this Agreement shall govern the relationship of the parties with regard to the subject matter in this Agreement and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this Agreement.

If you do not have authority to agree to the terms of this Agreement on behalf of the Customer, or do not accept the terms of this Agreement on behalf of the Customer, click on the "Cancel" or "Decline" or other similar button at the end of this Agreement and/or immediately cease any further attempt to install, download or use this Product for any purpose, and remove any partial or full copies made from this Product.

1. DEFINITIONS:

A. "Equipment" means the hardware identified on the applicable Schedule.

B. "Evaluation Period" means forty-five (45) calendar days unless earlier terminated pursuant to Section 11 herein.

C. "Installation Site" means the ship-to address or other location identified on the RSA Schedule or other document prepared by RSA as the site of installation and/or use of a Product, or a subsequent location approved by RSA.

D. "Product" means "Equipment" (which is the hardware delivered by RSA to Customer) and/or the "Software" (which means a series of instructions or statements in machine-readable, object code form only, including without limitation firmware incorporated in any Equipment and cloud software as a service).

E. "Schedule" means a Product evaluation schedule signed by Customer and RSA. Any fully executed Schedule shall be incorporated into and amend the Agreement.

2. LOAN AND ORDER: RSA agrees to loan and Customer agrees to accept the loan of the Products listed on the Schedule and to use such Products solely for evaluation in Customer's internal environment during the Evaluation Period ("Authorized Use"). There is no charge to Customer for Authorized Use during the Evaluation Period. At the end of the Evaluation Period, Customer shall purchase/license the Products for the price stated on a valid RSA Quotation provided to Customer or promptly return the same to RSA. If Customer fails to procure or return the Products at the end of the Evaluation Period, RSA may at any time during normal working hours, and not excluding any other remedies RSA may have, enter the Installation Site, de-install the Product and remove the Products with no liability to Customer or RSA and at Customer's expense; provided that if previously authorized by RSA in writing, Customer may de-install and/or wipe the Product pursuant to RSA's instructions.

3. TITLE, RISK OF LOSS, SHIPMENT, INSTALLATION AND PRODUCT RETURN: Title to Product shall remain with RSA at all times during the Evaluation Period. Risk of loss to the Product shall be with Customer during shipping and the Evaluation Period. Customer shall insure the Equipment and Software for its full replacement value during the Evaluation Period. RSA shall arrange and pay for shipment of the Equipment and Software to the Installation Site. Software may be

delivered by electronic means. At no time during the Evaluation Period shall the Customer move or remove the Product from the Installation Site or install the Product in a different environment without RSA's prior written authorization. During installation, Customer shall allow RSA to provide its personnel with remote access to the Products solely for problem resolution and diagnostic testing during the Evaluation Period. The parties hereto acknowledge and agree that RSA's potential access to confidential Customer information, which may include personal information, pursuant to such remote access and generally during the installation of the Product shall be deemed to have occurred pursuant to Customer's instructions and with Customer's consent. Notwithstanding anything to the contrary herein, Customer represents and warrants that Customer has obtained all consents and approvals required by applicable laws or regulations to allow RSA to access, use and/or disclose such confidential information for the purposes of the evaluation as stated herein. Following the Evaluation Period, Customer shall arrange return shipping of the Product pursuant to RSA's instructions and at RSA's cost. Customer shall wipe all Customer confidential information from the Product prior to returning the Product to RSA. Such wiping of the Product shall be done in accordance with RSA's guidelines. Equipment returned to RSA shall be in the same condition as received, less normal wear and tear and Customer shall be liable for noncompliance with this Section.

4. WARRANTY: DURING THE EVALUATION PERIOD, RSA (INCLUDING ITS SUPPLIERS) PROVIDES EACH PRODUCT "AS IS" WITHOUT INDEMNIFICATION AND MAKES NO EXPRESS WARRANTIES, WRITTEN OR ORAL, REGARDING SUCH PRODUCT. ALL OTHER WARRANTIES ARE SPECIFICALLY DISCLAIMED AND EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE, OR THAT THE SOFTWARE WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION.

5. SOFTWARE AND USE:

A. License: RSA grants Customer a license to use: (i) the core Software which is provided by RSA; and (ii) RSA Application Software, up to the permitted capacity, on the Equipment, network, device or central processing unit specified in the Schedule, in each case solely for the Authorized Use. Such license commences on shipment and remains in effect for the Evaluation Period, provided Customer complies with the Agreement. The foregoing licenses shall be non-exclusive, non-transferable, non-sub-licensable, temporary and limited. Customer shall not disclose the results of any comparative or competitive analyses, benchmark testing, infringement testing, or analyses of the Products to any third party. Customer shall not copy, modify, provide, disclose or otherwise make available the Products in any form to anyone other than Customer's employees, agents, consultants or independent contractors ("Personnel"), who shall use Products solely for the Authorized Use and in a manner consistent with this Agreement. Customer shall be fully responsible to RSA for the compliance of its Personnel herewith. Any new revision, update or replacement of the Products provided by RSA shall be governed by this Agreement.

B. Evaluation Scope: The Products provided during any Evaluation Period are provided solely for internal, non-production use. Customer must not use the Products in live environments or for any commercial purpose without RSA's prior written consent. RSA shall hold no liability and provide no warranty for any use in such manner, even if consent is provided.

C. Use of Product may be subject to additional terms from a third-party.

D. Customer may use the Product documentation provided with a Product solely in support of Customer's Authorized Use of the Product.

E. The Data Processing Addendum does not apply to Customer's use of a Product during the Evaluation Period.

F. Customer shall implement commercially reasonable safeguards to protect the Product and any data used. Customer must not put production data or data regulated by law or regulation into a Product during an evaluation. If Customer puts that data into a Product during the Evaluation Period, Customer does so at Customer's own risk and RSA will not be responsible for any data loss, breach, or misuse resulting from the Customer's actions.

G. Feature Availability: Available features during an evaluation may differ from those in the commercial version of Products. Certain features or functionality of a Product may not be available during the Evaluation Period. Providing any specific features or functionality during the Evaluation Period does not constitute RSA's commitment to offer that feature or functionality on a generally available basis. If Customer is participating in a separate RSA technical preview or beta program, then the terms of that program will apply.

H. Ownership: RSA or its licensors or suppliers are the exclusive owners of the Products (including in each case any revisions, modifications and enhancements thereto) and any other specifications, documentation, ideas, know- how, techniques, processes, inventions or other intellectual property that RSA or its licensors or suppliers may develop, conceive or deliver. Neither Customer nor any of its Personnel shall modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, reverse compile or otherwise reduce the Software to human readable form.

I. Customer further agrees to indemnify and hold harmless RSA and its Third-Party Providers from and against any and all costs, claims, damages, or liabilities (including reasonable attorneys' fees) arising from any breach of the limitations or restrictions set forth herein.

J. Feedback: Any Customer provided feedback given back to RSA regarding the Products shall be the sole property of

RSA and any changes to the Products based on any feedback shall not grant any rights or interest in any of the Products. RSA shall have no obligations to Customer based on feedback provided.

7. **LIMITATIONS OF LIABILITY:** The limitations, exclusions, and disclaimers stated below apply to any and all disputes, claims, or controversies (whether in contract, tort, or otherwise) related to or arising out of this Agreement or any Schedule, quote or Order ("Dispute"). The terms of this Section are agreed allocations of risk constituting part of the consideration for RSA's sale of products and services to Customer and will apply even if there is a failure of the essential purpose of any limited remedy, and regardless of whether a party has been advised of the possibilities of the liabilities.
   A. Limitations on Direct Damages. Except for Customer's obligations to pay the current price list price for products and services, Customer's violation of the restrictions on use of products and services or RSA's or its Affiliates' intellectual property rights, each party's total liability arising out of any Dispute or any matter under this Agreement, is limited to the amount Customer paid to RSA during the twelve months before the date that the matter or Dispute arose for the product, services, or both that are the subject of the Dispute, but excluding amounts received as reimbursement of expenses or payment of taxes but in no event shall exceed US $1,000.
   B. No Indirect Damages. Except for Customer's payment obligations and violation of RSA's or its Affiliates' intellectual property rights, neither RSA nor Customer has liability to the other for special, consequential, exemplary, punitive, incidental, or indirect damages, or for lost profits, loss of revenue, loss or corruption of data, or loss of use, or procurement of substitute products or services.
   C. Regular Back-ups. Customer is solely responsible for its data, including but not limited to the back up of its data. If applicable law prohibits exclusion of liability for lost data, then RSA will only be liable for the cost of the typical effort to recover the lost data from Customer's last available back-up.
   D. Limitation Period. Except as stated in this Section, any permissible claims must be made within the period specified by applicable law. If the law allows the parties to specify a shorter period for bringing claims, or the law does not provide a time at all, then claims must be made within twelve months after the cause of action accrues.
   E. Hold Harmless. Customer assumes all risks associated with the installation and use of the Software and agrees to indemnify and hold harmless the Licensor from any claims arising from such use.

8. **CONFIDENTIALITY:**
   A. Confidential Information: As a result of the relationship entered into under this Agreement, the parties hereto acknowledge that they may from time to time require or gain access to information that is confidential or proprietary to one another. All information disclosed by a party hereunder that (a) is in writing and marked with an appropriately restrictive legend indicating the confidential or proprietary nature of the information, (b) is disclosed orally and reduced to a writing marked with an appropriately restrictive legend promptly after the oral disclosure, or (c) by its nature or under the circumstances of its disclosure should reasonably be understood to be confidential is referred to herein as "Confidential Information." For avoidance of doubt, Customer shall treat the terms of this Agreement as RSA's Confidential Information.
   B. Obligations: The receiving party (1) shall hold all Confidential Information in confidence; (2) shall use the Confidential Information only for the purpose of performing its obligations under this Agreement; (3) shall reproduce the Confidential Information only to the extent necessary for such purpose; (4) shall restrict disclosure of the Confidential Information to its Personnel; and (5) shall not disclose or cause to be disclosed the Confidential Information to any third party without prior written approval of the disclosing party, except as allowed under (4) above.
   C. Exceptions: The foregoing restrictions do not apply to Confidential Information that (1) is or becomes a part of the public domain through no wrongful act or omission of the receiving party; (2) was in the receiving party's lawful possession before the disclosure as shown by written documentation obtained by the receiving party either directly or indirectly from the disclosing party; (3) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (4) is independently developed by the receiving party without reference to or reliance on the Confidential Information; or (5) the disclosing party agrees in writing is free of such restrictions. In addition, if the receiving party is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, then the receiving party shall, to the extent legally permissible, promptly notify the disclosing party in writing of such request(s) to enable the disclosing party to seek an appropriate protective order. If no such order is obtained within a reasonably prompt time, the receiving party may, without liability hereunder, disclose that portion of the Confidential Information that the receiving party's legal counsel advises is legally required to be disclosed. Such disclosure shall not relieve any other duties of confidentiality on the disclosed information or any other Confidential Information.

9. **PRODUCT MAINTENANCE:** RSA is not obligated to provide support, updates, or service-level guarantees during the Evaluation Period. Any support provided is at RSA's sole discretion and does not imply future commitments. At its discretion, RSA may provide new revisions of Product and may provide continuous support and maintenance for Products in accordance with RSA's then current policies and procedures ("Product Maintenance"), at no additional charge during the Evaluation Period. During the Evaluation Period, Customer shall:
   i. not move the Product from the Installation Site without RSA's approval;

ii. maintain an environment consistent with Product specifications;
iii. notify RSA promptly if the Product fails; and
iv. permit changes to the Product by RSA at RSA's expense which do not adversely affect performance or interchangeability or are required by law or for safety or reliability.
v. Use commercially reasonable safeguards to secure the Product from loss, destruction, or modification.

Failure to comply with the foregoing shall allow RSA to terminate this Agreement or the applicable Schedule, pursuant to Section 11, without liability or obligation to Customer. RSA may change the scope of Product Maintenance at any time. Product Maintenance does not include efforts to remedy, repair or replace Products as a result of:

i. accident or neglect;
ii. problems relating to or residing in other items or services with which the Product(s) are used;
iii. installation not in accordance with RSA's instructions or the applicable specifications;
iv. use in an environment, in a manner, or for a purpose for which the Product was not designed; or
v. installation, modification, alteration or repair by anyone other than RSA or its authorized representatives.

If applicable, all replaced Equipment, or portions thereof, shall be returned to and become the property of RSA. Customer authorizes RSA to store diagnostic programming tools and related materials used in warranty or maintenance services at Customer's site, but Customer shall (1) not copy or make any use thereof whatsoever; and (2) protect such tools and related materials from disclosure to any third party and give RSA reasonable access thereto.

10. **TRADE COMPLIANCE:** Customer's evaluation and purchase of licenses for Software and access to related technology ("Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except with prior written authorization by RSA, or its affiliates and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions. Customer understands and will comply with all applicable provisions of the U.S. Arms Export Control Act (AECA) and the U.S. International Traffic in Arms Regulations (ITAR) in Customer's receipt, use, transfer, modification, or disposal of Software. Customer acknowledges that any use, modification, or integration of the Software in or with defense articles or in the provision of defense services is not authorized by RSA, and that RSA will not provide warranty, repair, customer support, or other services in connection with such end uses. Customer certifies that any software, disk images, or other data provided to RSA in connection with the purchase of the Software will not contain technical data, software, or technology controlled by the ITAR or AECA, and that if Customer later returns the Software to RSA or grants RSA access to the Software, Customer will not include or otherwise make available to RSA any such technical data, software, or technology. Customer agrees to indemnify and hold RSA harmless for any liability, loss, damage, cost, expense, or penalty arising from Customer's non-compliance with the AECA, ITAR, or the provisions of this Section.

11. **Term/Termination:** This Agreement will continue in effect for the Evaluation Period unless a longer period is authorized by RSA.

A. This Agreement and any Schedule(s) may be terminated at any time by either Party at its option, without liability. Upon termination of a Schedule or the Agreement, Customer shall cease immediately all use and return the Products to RSA, or, at RSA's option, certify destruction thereof (including copies) to RSA.
B. Customer may request an extension of the Evaluation Period of up to thirty (30) days. If approved, RSA will confirm the new expiration date via email and all other terms of this Agreement will remain unchanged.
C. If Customer breaches any of its obligations under this Agreement, then the rights granted to Customer hereunder are immediately revoked and RSA shall, in addition to any and all other remedies it may have hereunder, at law or in equity, have the sole discretion to (a) terminate this Agreement immediately upon notice to Customer; and/or (b) claim the reasonable value of unauthorized use of the Product from Customer.
D. If Customer does not enter into a separate license agreement with RSA for the Product at the end of the Evaluation Period, or prior to termination of this Agreement, Customer shall immediately cease use of and expunge the Product and other materials delivered by RSA or made by Customer thereof incorporating the Product in the possession of Customer from its systems upon termination of this Agreement.

12. **MISCELLANEOUS:** Customer shall not assign this Agreement or any right or delegate any performance. This Agreement is the complete statement of the agreement of the parties with regard to the subject matter hereof and may be modified only by a writing signed by both parties. This Agreement is governed by: (i) the laws of the Commonwealth of Massachusetts when RSA means RSA Security USA LLC; (ii) the laws of the applicable country in which the applicable RSA affiliate is registered to do business when RSA means the local RSA affiliate (as applicable), and (iii) the laws of Ireland when RSA means RSA Security & Risk Ireland Limited. In each case, the applicability of laws shall exclude any conflict of

law rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, Customer consents to the sole and exclusive personal jurisdiction of the courts of competency in the location where RSA is domiciled. In case of an inconsistent or conflicting term set forth on a Schedule, the Schedule shall control. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this Agreement is held unenforceable, the validity of the remaining provisions shall not be affected. The relationship between Customer and RSA is solely that of independent contractors and not that of an agency, partnership, or joint venture. Neither party has the authority to represent or bind the other.