



## MASTER EVALUATION AGREEMENT

This Master Evaluation Agreement is a binding contract and governs the use of and access to the services by you, agents, and end-users in connection with the free trial. Capitalized terms have the definitions set forth herein.

BY ACCEPTING THIS AGREEMENT, BY (i) CLICKING A BOX INDICATING ACCEPTANCE, (ii) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (iii) USING FREE OFFERINGS, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

The Offerings may not be accessed for purposes of monitoring their functionality, performance, or availability, or for any other benchmarking or competitive purposes.

Corelight’s direct competitors are prohibited from accessing the Offerings, except with Corelight’s express written consent. This Agreement is effective between Corelight and Customer as of the date of Customer’s acceptance of this Agreement (the “Effective Date”)

### 1. DEFINITIONS

“**Affiliate**” means any corporation or other entity that controls, is controlled by, or is under common control with a party to this Agreement. A corporation or other entity shall be deemed to control another corporation or entity if it (i) owns, directly or indirectly, greater than fifty percent (50%) of the voting shares or other interest, (ii) has the power to elect more than half the directors of such other corporation or entity, or (iii) has the ability, via contract or otherwise to direct the affairs of such other corporation or entity.

“**Agreement**” means this Master Evaluation Agreement.

“**Customer Data**” means electronic data and information submitted by Customer for or to the Offerings, excluding Non-Corelight Functionality.

“**Documentation**” means Corelight documentation related to the Offerings made generally available to Corelight’s customers. Documentation does not include any material content, or information, in any format, which is obtained or derived from third party sources outside of Corelight that Customer may access through, within, or in conjunction with Customer’s use of, the Offerings.

“**Free Trial Period**” means the term of evaluation of any Offerings.

“**Free Trial**” means Offerings that Corelight makes available to Customer free of charge for non-production, evaluation use.

“**Hardware**” means Corelight hardware.

“**Non-Corelight Functionality**” means software functionality provided by Customer or a third party that interoperates with an Offering.

“**Offerings**” means, collectively, Prototypes, Products, Support Services, and Subscriptions.

“**Products**” means Corelight Software and Hardware that may include embedded Software and/or firmware components.

“**Prototypes**” means a pre-production, pre-release, or early-stage concept, idea, technology, solution, or design that Corelight is under no obligation to release in a commercial form and to which Corelight has the right to unilaterally abandon development.

“**Software**” means the software, as well as any modifications and updates, either embedded on the Hardware or on a stand-alone basis.

“**Subscriptions**” means hosted services provided by Corelight.

“**Support Services**” means the support and maintenance services offered, if any, by Corelight for the Prototypes, Products, and Subscriptions.

### 2. CUSTOMER ACCESS AND USAGE

**2.1 Access and Use.** Subject to the terms of this Agreement, Corelight grants to Customer during the applicable subscription term (a) a non-sublicensable, non-transferable, non-exclusive, right to use the Software (in object code form only) and Documentation solely for Customer’s internal business operations for non-production use and (b) access and use to Subscriptions for Customer’s internal business operations and non-production use. Customer grants Corelight access to connect to its systems via remote access to: (a) provide Support Services and Subscriptions and (b) monitor the performance, use, and functionality of Offerings. Customer assumes sole responsibility for choosing to export data from Offerings and accepts any consequences arising therefrom.



**2.2 Customer Restrictions.** Customer will not (a) make any Offerings available to anyone other than Customer, or use any Offerings for the benefit of anyone other than Customer, (b) sell, resell, license, sublicense, distribute, rent or lease any Offerings, or include any Offerings in a service bureau or outsourcing offering, (c) use Offerings or Non-Corelight Functionality to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use Offerings or Non-Corelight Functionality to store or transmit code, files, scripts, or harmful programs, such as worms and viruses, or conduct load or security tests, (e) interfere with or disrupt the integrity or performance of any Offerings or third-party data contained therein, (f) attempt to gain unauthorized access to any Offerings or its related systems or networks, (g) permit direct or indirect access to or use of any Offerings in a way that circumvents a contractual usage limit, or use any Offerings to access, copy or use any of Corelight's intellectual property except as permitted under this Agreement, (h) monitor, publish, or disclose any performance, benchmarking, or comparison tests that Customer runs on the Offerings, (i) modify, copy, or create derivative works of Offerings or any part, feature, function or user interface thereof, (j) frame or mirror any part of any Offerings, other than framing on Customer's own intranets or otherwise for its own internal business purposes, (k) transmit or store any health information, financial or payment card information, or information that is protected by the Internal Traffic in Arms Regulation, (l) disassemble, reverse engineer, decode, or decompile any Offerings or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Offerings, (3) copy any ideas, features, functions or graphics of the Offerings, or (4) determine whether the Offerings are within the scope of any patent.

**3. HARDWARE LOAN.** Subject to Customer's compliance with the terms and conditions of this Agreement, Corelight will loan the appropriate Hardware, if applicable, as determined by Corelight, to Customer (for the applicable fee, if any) for a period of thirty (30) days, solely for Customer's internal, non-production use on premises owned or leased by Customer. If Customer is a reseller or distributor and wishes to have its end-customer evaluate the Hardware, Customer may only permit such end-customer to possess, use, examine or otherwise evaluate the Hardware (or any Software provided therewith) if: (a) Corelight pre-approves such end-customer in writing, (b) such end-customer has agreed to a written agreement at least as protective of Corelight and the Hardware (and any Software provided therewith) as the terms and conditions of this Agreement and Corelight is named as a third party beneficiary of such agreement and (c) Customer is liable for any violation of the terms and conditions of this Agreement by such end-customer. All Hardware shall remain the sole and exclusive property of Corelight.

#### **4. PROPRIETARY RIGHTS.**

**4.1 License by Customer.** Customer grants Corelight, its Affiliates and applicable contractors a worldwide, limited-term license to use, copy, transmit, host, and display any Non-Corelight Functionality and program code created by or for Customer using an Offering or for use by Customer with the Offerings, and Customer Data, each as appropriate for Corelight to provide and ensure proper operation of the Offerings and associated systems in accordance with this Agreement. If Customer chooses to use a Non-Corelight Functionality with an Offering, Customer grants Corelight permission to allow the Non-Corelight Functionality and its provider to access Customer Data and information about Customer's usage of the Non-Corelight Functionality as appropriate for the interoperation of that Non-Corelight Functionality with the Offering. Subject to the limited licenses granted herein, Corelight acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-Corelight Functionality, or such program code.

**4.2 Feedback.** Customer grants to Corelight and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable, right and license to use, distribute, disclose, make and incorporate any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Corelight's or Corelight's Affiliates' services.

**4.3 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Corelight reserves all rights, titles and interests in and to the Offerings, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**5. FREE TRIAL PERIOD.** The Free Trial Period shall be thirty (30) days, unless otherwise specified in writing by Corelight. Upon the expiration of the Free Trial Period (a) the right to use the Offerings (as applicable) granted to Customer under this Agreement will automatically terminate; (b) Customer will return to Corelight any Confidential Information in Customer's possession or control, and an officer of Customer will certify in writing to Corelight that it has complied with the foregoing; and (c), within five (5) days after any such expiration, Customer will, at its expense, return to Corelight all Hardware and Software (including any copies). Customer will be responsible to pay all shipping, insurance, and other charges required to return the Hardware and Software, and shall bear the risk of loss in transit. If any Hardware or Software is not returned within the timeframe set forth above, or if any Hardware is returned in other than good condition (reasonable wear and tear excepted), Customer agrees to pay the then current price for such Hardware and/or Software upon receipt of Corelight's invoice. Additional trial terms and conditions may appear on the trial registration web page or at [www.corelight.com/legal/agreements](http://www.corelight.com/legal/agreements). Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

#### **6. CONFIDENTIALITY**

**6.1 Confidential Information.** "Confidential Information" means the Offerings and all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, whether tangible or intangible, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Corelight includes the Offerings and the terms and conditions of this Agreement. Confidential Information of each party includes, but is not limited to, business and marketing plans, data, results,



customers, suppliers, technology and technical information, software, strategies, know-how, trade secrets, inventions, product plans and designs, documentation, and business processes disclosed by such party.

- 6.2 Exceptions.** Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of Corelight Offerings.
- 6.3 Disclosure and Use.** As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, Corelight may disclose the terms of this Agreement to a contractor or Non-Corelight Functionality Provider to the extent necessary to perform Corelight's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.
- 6.4 Return of Information.** At any time upon the request of the Disclosing Party or upon termination of the Agreement, the Receiving Party shall promptly return or destroy the Confidential Information. The Receiving Party shall not retain any copies of the Confidential Information and shall provide a written certification of destruction to the Disclosing Party, upon the Disclosing Party's request, that all Confidential Information has been returned or destroyed.

## 7. ADDITIONAL PROVISIONS

- 7.1 Orders.** Corelight reserves the right to accept or decline any request for Offerings. Corelight shall have no liability whatsoever in the event that it decides to decline any request for Offerings submitted by Customer.
- 7.2 Customer Data Removal** Customers are responsible for wiping all Customer Data from all devices after each Free Trial Period.
- 7.3 Shipping.** Corelight will pay insured shipping to Customer, and Customer will pay insured shipping back to Corelight upon termination of the Free Trial Period.
- 7.4 Indemnity.** Customer agrees to indemnify and hold harmless Corelight against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from or relates to an alleged violation of this Agreement by Customer.

## 8. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY. ANY DATA CUSTOMER ENTERS INTO THE OFFERINGS, AND ANY CUSTOMIZATIONS MADE TO THE OFFERINGS BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD.

DURING THE FREE TRIAL PERIOD THE OFFERINGS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND CORELIGHT SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE OFFERINGS FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE CORELIGHT'S LIABILITY WITH RESPECT TO THE OFFERINGS PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, CORELIGHT AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE OFFERINGS DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE OFFERINGS DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. FOR THE AVOIDANCE OF DOUBT, CORELIGHT SHALL NOT BE RESPONSIBLE FOR DAMAGE TO OR LOSS OF OR SECURITY OF ANY MEDIA, PROGRAMS, CONFIGURATIONS, OR DATA. CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO CORELIGHT AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE OFFERINGS DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

CUSTOMER SHALL REVIEW THE APPLICABLE OFFERING'S DOCUMENTATION DURING THE FREE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE OFFERING BEFORE MAKING A PURCHASE OF ANY OFFERING IN PRODUCTION.



## 9. TERM AND TERMINATION.

- 9.1 Term.** The term of this Agreement will be for a period of two (2) years from the Effective Date, unless sooner terminated as provided below.
- 9.2 Termination.** Either party may terminate this Agreement at any time, with or without cause, upon five (5) days' written notice to the other party. Corelight may terminate this Agreement immediately upon written notice to Customer in the event that Customer breaches the Agreement. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.
- 9.3 Effect of Termination.** Upon any termination or expiration of this Agreement: (a) the rights granted to Customer under this Agreement will automatically terminate; (b) Customer will return to Corelight any Confidential Information in Customer's possession or control, and an officer of Customer will certify in writing to Corelight that it has complied with the foregoing; and (c), within five (5) days after any such termination or expiration, Customer will return to Corelight all Hardware and Software (including any copies) in Customer's possession. If any Hardware or Software is not returned within the timeframe set forth above, or if any Hardware is returned in other than good condition (reasonable wear and tear excepted), Customer agrees to pay the then current price for such Hardware and/or Software upon receipt of Corelight's invoice.
- 9.4 Survival.** For the avoidance of doubt, any provision of the Agreement that contemplates or governs performance or observance subsequent to its termination or expiration will survive the expiration or termination of this Agreement for any reason.

## 10. GENERAL PROVISIONS.

- 10.1 Assignment.** Customer may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of Corelight. Any attempted assignment without such consent will be null and of no effect.
- 10.2 Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California, without regard to the United Nations Convention on the International Sale of Goods.
- 10.3 Severability.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect.
- 10.4 Waiver.** The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default.
- 10.5 Equitable Relief, Legal Proceedings.** The parties acknowledge that money damages are inadequate to remedy breaches under "Customer Access and Usage" section and "Confidentiality" section above. Accordingly, the non-breaching party will have the right, in addition to any other rights at law, in equity or under this Agreement, to obtain injunctive relief from a court of competent jurisdiction to restrain any breach or threatened breach of such sections. In the event of any legal proceeding under this Agreement, the substantially prevailing party is entitled to recover (in addition to all other relief arising out of this Agreement), its reasonable attorney fees and expenses.
- 10.6 Notices.** Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator or individual designated by Customer.
- 10.7 Updates.** Corelight may update the terms of the Agreement from time to time. The terms of the updated Agreement will apply only after Corelight posts the updated Agreement to a publicly available URL.
- 10.8 Headings.** Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision.
- 10.9 Entire Agreement.** This Agreement and the attached exhibits constitute the entire and exclusive agreement between the parties pertaining to the subject matter hereof, and supersede any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.