

This Evaluation Agreement (including any applicable Order, this "Agreement") is between IronNet Cybersecurity, Inc., or one of its affiliates, ("IronNet" or "we" or "us" or "our") and you ("Customer" or "you" or "your"), each identified in an agreed order document (in any format) ("Order") referencing this Agreement. Any Order submitted by you is subject to acceptance by IronNet.

This Agreement provides you the right to access the IronNet products, services, licenses or subscriptions identified in your Order ("Products") so that you can test and evaluate our Products in an IronNet-approved environment.

You accept this Agreement by agreeing to an Order that refers to this Agreement, including by clicking on the appropriate online button that refers or links to this Agreement. The individual accepting this Agreement on behalf of Customer represents that he or she has the authority to enter into this Agreement and bind Customer. If you do not agree to this Agreement, or if you are not authorized to accept the Agreement on behalf of the Customer, you are not permitted to download, install, access, or use any of the Products.

## 1. Use of Products.

- a) IronNet will provide or grant you access to the Products, which may include generally available object code version of software products ("Software"), sensors or other hardware ("Hardware"), software as a service solutions ("SaaS") and/or APIs. We will also provide you with standard documentation related to the Products ("Documentation"). Software may be provided in downloadable object code form, through SaaS, and/or embedded in Hardware.
- b) Any Hardware is loaned to you for the term of this Agreement. You agree to maintain or affix any label or marking we supply, evidencing our ownership of the Hardware and to maintain all Hardware in good operating order and condition at your expense.
- c) Support and maintenance services are not included in this Agreement.
- d) Evaluation of IronNet's IronDome collective defense offering is subject to the IronDome Participation Terms and Conditions, found at [www.ironnet.com/idptc](http://www.ironnet.com/idptc) (the "IronDome Terms").

**2. Term.** The term of this Agreement (the "Term") begins on the date Customer signs the Order and the Order is accepted by IronNet ("Effective Date") and continues for the term set forth in the Order (if no term is set forth in the Order, the Term is 30 calendar days).

## 3. License and Ownership.

- a) Subject to this Agreement, IronNet grants you a limited, non-exclusive, non-transferable license (without any right to sublicense) during the Term to use the Products for your own evaluation purposes and not for the benefit of, or use by, any other party. You agree to use the Products in accordance with the terms and restrictions in this Agreement, the Order and the Documentation.
- b) You agree that IronNet and its licensors are the sole owners of all right, title, and interest to the Products, including all associated intellectual property rights. IronNet's rights extend to any corrections, enhancements, updates, and other modifications to the Products; to processes and techniques used by IronNet for analyzing and correlating data, statistics, events, alerts and anomalous activities, including the output of such processes and techniques; and to the results of any services provided by IronNet under this Agreement.
- c) Customer shall retain all rights, title, and interest in and to the data it submits to be used with the Products ("Customer Data"). Customer warrants that it has the required rights to provide the Customer Data for use with the Products, and Customer hereby grants to IronNet a limited, world-wide, non-exclusive license to use the Customer Data for the purpose of this Agreement.

**4. Restrictions on Use.** You receive no rights or licenses other than the license granted in Section 3.a). You agree not to:

- a) reproduce, modify, translate, or create any derivative work of all or any portion of the Products;
- b) sell, rent, lease, provide, distribute, or otherwise transfer all or any portion of the Products;
- c) reverse engineer, reverse assemble, or otherwise attempt to gain access to the source code of all or any portion of the Software or SaaS;
- d) use the Products in any manner other than that described in the Documentation and this Agreement;
- e) display or disclose the Products to any person other than your employees or contractors;
- f) use the Products for third-party training, commercial time-sharing, or service bureau use;
- g) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded on or in the Products;
- h) use or access any third-party software that is included in the Products, or provided to you by IronNet, separately from the Products;
- i) use any Products to collect any network traffic or data from any network that is not your network;
- j) use any Products other than as intended hereunder;
- k) interfere with or disrupt the integrity of the Products;
- l) use the Products for any competitive purposes, including to build a competitive product or service; or
- m) cause or permit any third party to do any of the foregoing or give access to the Products to any third party.

Any API access shall be subject to API documentation. API usage is restricted to use in conjunction with permitted use of the Products. No unreasonable load of the APIs shall be permitted.

## 5. Additional Customer Obligations:

- a) Customer shall not disclose to any third party the results of
  - i. any performance benchmarks Customer runs on Products or
  - ii. specific detailed comparisons Customer makes between the Products and any third party product, without the prior written consent of IronNet.
- b) Customer will designate a primary contact person for communication with IronNet regarding its evaluation of the Products. Customer's contact person will provide IronNet with reasonably requested feedback on its evaluation of the Products.
- c) Customer will be responsible for obtaining and maintaining the technology components and environment required for use of the Products.

**6. Feedback.** IronNet may use feedback regarding the Products provided by Customer for any purpose and in any manner, including to modify, supplement, or improve the Products, without payment or compensation to Customer.

**7. Termination.** Either party may terminate this Agreement without cause on five days prior written notice. If Customer breaches this Agreement, IronNet may terminate this Agreement immediately upon written notice to Customer. The rights and responsibilities of the parties pursuant to Sections 3(b), 4, 5(a), 6, 7, 8, 11, 12 and 15 shall survive, as will any provision which by its nature would reasonably be construed to survive, the expiration or termination of this Agreement. Unless the parties agree on a definitive agreement for use of the Products, upon termination or expiration of this Agreement:

- a) all licenses and rights granted hereunder shall cease;
- b) Customer shall promptly remove or erase all intangible copies of the Products; and
- c) Customer shall promptly return all tangible materials, including any Hardware, to IronNet.

Customer shall bear all risk of loss with respect to the Hardware from receipt until such Hardware is returned to IronNet. If Customer does not return the Hardware within 30 days following termination, it shall promptly pay IronNet for the cost of the Hardware (with no rights to use the Software installed).

**8. Confidential Information.** Each party may obtain the Confidential Information of the other party under this Agreement. Confidential Information means all confidential information of the disclosing party ("Disclosing Party") which is

- a) marked or designated as such at the time of disclosure, or
- b) which is reasonably understood by its nature to be confidential.

In the case of IronNet, Confidential Information includes all financial information, product roadmap plans, Documentation, and technical and product information concerning the Products, without need for marking or designation. The Receiving Party shall keep in confidence and trust all of the Disclosing Party's Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under this Agreement. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care as it uses with its own Confidential Information (but in no event less than reasonable care). The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, affiliates and agents who need access to such Confidential Information for the purpose of this Agreement and who are subject to confidentiality obligations at least as stringent as the obligations set forth in this Agreement.

The obligations in this Section shall not apply to information which:

- c) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt from a source other than one having an obligation of confidentiality to the Disclosing Party;
- d) was developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or
- e) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party.

Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction, affording the Disclosing Party the chance to seek a protective order, if doing so does not violate the order. The parties acknowledge that breach of this provision may result in irreparable harm to the Disclosing Party for which money damages would be inadequate, thus, permitting the Disclosing Party to seek equitable relief in addition to any money damages.

**9. Precedence.** This Agreement governs the use of the Products and takes precedence over any IronNet license terms included with the Products. In the event of any inconsistencies between the terms of the Order, the IronDome Terms, and this Agreement, the order of precedence shall be: 1) the Order, 2) the IronDome Terms; and 3) the terms of this Agreement. The Order may set forth additional obligations of the parties and may serve to amend this Agreement.

**10. Third Party Terms.** The Products may include third-party software or technology for which additional or different terms may apply. If these terms are presented to you in a click-wrap or other format, you agree that such terms shall apply to such third-party software or technology.

**11. Disclaimer of Warranties.** CUSTOMER ACCEPTS THE PRODUCTS "AS IS", WITH ANY ERRORS OR DEFECTS. IRONNET MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS, AND TO THE EXTENT PERMITTED BY LAW, IRONNET DISCLAIMS ALL OTHER WARRANTIES. IRONNET DOES NOT WARRANT THAT THE OPERATION OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT PRODUCTS WILL OPERATE IN HARDWARE AND SOFTWARE COMBINATIONS OTHER THAN AS AUTHORIZED BY IRONNET IN SUPPORTING MATERIAL.

**12. Limitation of Liability.** REGARDLESS AS TO WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, IRONNET SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR FOR LOST REVENUES OR PROFITS, DOWNTIME COSTS, OR LOSS OR DAMAGE TO DATA. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF IRONNET AND ITS AFFILIATES ARISING OUT OF RELATED TO THIS AGREEMENT OR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF: (I) TOTAL AMOUNTS ACTUALLY PAID UNDER THE ORDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, OR (II) FIVE THOUSAND UNITED STATES DOLLARS (\$5,000.00).

**13. Assignment.** Customer shall not assign or otherwise transfer any rights or obligations under this Agreement. Any attempted assignment or transfer shall be voidable at IronNet 's option.

**14. Export Requirements/Compliance with laws.** Products may be subject to United States and/or foreign export control laws and regulations. Customer agrees to comply strictly with all applicable export laws. Customer acknowledges and agrees that, notwithstanding any rights granted by IronNet to Customer, no such Products shall be used, and none of the underlying information, software, or technology may be exported, re-exported or otherwise transferred except as authorized by such export control laws and regulations. All obligations of IronNet hereunder are expressly subject to IronNet obtaining any export control licenses, classifications, or other authorizations that IronNet reasonably determines to be required. IronNet and its licensors make no representation that any Product is appropriate or available for use in other locations. Each party shall comply with all applicable laws, including laws concerning anti-bribery and the Foreign Corrupt Practices Act.

**15. Governing Law and Arbitration.** The table below specifies the governing law and certain details regarding arbitration for the parties, which vary depending on the IronNet entity executing the Order. If the IronNet entity is not specified in the Order, then IronNet Cybersecurity, Inc. will be the IronNet entity. This Agreement shall be governed by, and construed in accordance with, the governing law as set forth in the table below. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the Arbitration Governing Body specified in the table below, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be held in front of a single arbitrator and shall be held at the site specified in the table below. The arbitration shall be conducted wholly in the English language. The award of the arbitration governing body shall be final and binding upon the parties, and the prevailing party may apply to any court of competent jurisdiction for enforcement of such award. Notwithstanding the foregoing, any party shall be entitled to seek preliminary injunctive relief, if available, from any court of competent jurisdiction pending the constitution of the arbitral tribunal or to enforce or protect any of its intellectual property rights or confidential information.

IronNet Entity	Governing Law	Arbitration Governing Body and Rules	Site of Arbitration
IronNet Cybersecurity, Inc.	Commonwealth of Virginia, USA	American Arbitration Association (Commercial Arbitration Rules)	Washington, D.C.
IronNet International, LLC	Commonwealth of Virginia, USA	International Centre for Dispute Resolution	Washington, D.C.
IronNet Cybersecurity, FZ-LLC	Commonwealth of Virginia, USA	Dubai International Arbitration Centre (DIAC)	Dubai, UAE
IronNet Cybersecurity UK, Ltd.	England and Wales	London Court of International Arbitration	London, England
IronNet Cybersecurity Singapore Pte. Ltd.	Singapore	Singapore International Arbitration Centre	Singapore
IronNet Cybersecurity Japan, GK	Singapore	Singapore International Arbitration Centre	Singapore
IronNet Australia Pty Ltd.	State of New South Wales, Australia	International Chamber of Commerce	Sydney, Australia

**16. Additional Terms.** This Agreement represents the entire understanding of the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications or supplements to the Agreement will be made only through a written amendment signed by duly authorized representatives of both parties. The parties are independent contractors. No other relationship is created hereunder. Notices shall be sent to the addresses identified in the Order (and in the case of IronNet a cc: to the Chief Legal Officer and via email to legalnotices@ironnet.com). All notices shall be made by certified mail or overnight carrier and an email sent to the appropriate contact during the evaluation. No term or provision hereof shall be considered waived by either party unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the effect of the original term and all other provisions shall continue in full force and effect.