

BIGID SOFTWARE EVALUATION AGREEMENT

This Software Evaluation Agreement ("**Agreement**") is entered into between BigID Inc. having an address at 379 West Broadway, FL 2, New York, NY 10012 ("**BigID**") and _____ having an address at _____ ("**Evaluator**") as of _____, 2024 (the "**Effective Date**") concerning the evaluation of BigID's software.

1. Evaluation License. Evaluator desires to evaluate the BigID software described on the signature page below (the "**Software**"). Evaluator shall have the right to use and evaluate the Software for a period of up to thirty (30) days after the Effective Date, or for such longer term as BigID may grant in writing (email is sufficient) (the "**Term**"). The Parties acknowledge that this Agreement does not obligate either of them to enter into any commercial relationship. BigID grants to Evaluator a royalty-free, nonexclusive, non-transferable, non-sublicensable license to use and/or access such Software in accordance with this Agreement and the Software documentation solely for Evaluator's internal purpose of evaluating the performance and functionality of the Software ("**Permitted Evaluation**"). Evaluator agrees that it will not (a) reproduce, distribute, transfer, disclose, sublicense, make available to or use on behalf of any third party the Software; (b) modify, create derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to recreate, derive or expose the source code for the Software; (c) publish or disclose to any third party any performance or benchmark tests or analyses relating to the Software or the use thereof; or (d) use the Software to develop a competitive product.

2. Evaluator Data. To the extent Evaluator makes any Evaluator data available to BigID, Evaluator grants BigID a limited, non-exclusive, non-transferable license to use and reproduce such data solely to support the Permitted Evaluation. Evaluator shall not provide BigID with access to personal information or data in the support logs, except for ordinary business contact details of Evaluator personnel. Evaluator is solely responsible for the data and information it provides to BigID and the Software including obtaining any consents, approvals, permissions and/or licenses necessary to grant BigID the rights to the Evaluator data.

3. Title. BigID retains all right, title and interest in the Software and in all intellectual property rights therein. BigID reserves all rights to the Software, except for the express license rights granted herein.

4. Feedback. Evaluator may provide feedback or suggestions regarding the Software ("**Feedback**"). BigID has the right to use the Feedback in any manner. Evaluator provides the Feedback "as is" without warranty of any kind.

5. Termination. Either party may terminate this Agreement for any reason upon written notice. In the event of expiration or termination of this Agreement, Evaluator shall cease all use of the Software and shall, upon request, shall certify its compliance.

6. Disclaimer of Warranties. The Software, documentation and evaluation materials are provided to Evaluator "AS IS." BIGID DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Confidentiality. If BigID and Evaluator have entered into a non-disclosure agreement (an "**NDA**") prior to this Agreement then such NDA shall govern each party's confidential information obligations. If the parties have not entered into an NDA, then, in connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available to the other party (as the "**Receiving Party**") Confidential Information. "**Confidential Information**" means information in any form or

medium (whether oral, written, electronic, visual etc.) which is identified as confidential at the time of disclosure or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including, without limitation, information relating to the business, operations, finances, technologies, products and services, software, data, pricing, personnel, customers and suppliers of a party and expressly includes without limitation with regard to BigID, the Software, documentation and related technical information. Confidential Information does not include information to the extent that such information: (a) was known to the Receiving Party without restriction on use or disclosure before such information being disclosed by the Disclosing Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to the Disclosing Party to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party shall retain in confidence and use the same degree of care and discretion (but not less than reasonable care) designed to prevent the unauthorized access to or disclosure of the Disclosing Party's Confidential Information as it uses with its own Confidential Information of a similar nature. The Receiving Party will use the Disclosing Party's Confidential Information solely to perform its obligations and exercise its rights under this Agreement. The Receiving Party will not disclose the Disclosing Party's Confidential Information to a third party other than to its or its affiliates' employees, contractors or advisors in each case having a need to know in connection with the performance of this Agreement and then only subject to an obligation of confidentiality at least as protective as the terms herein. The Receiving Party shall be liable to the Disclosing Party for any violation of this Agreement by its representatives. The Receiving Party may disclose Confidential Information to the extent required to comply with orders of governmental entities as required by law, provided that the Receiving Party (i) to the extent legally permissible, gives the Disclosing Party reasonable advance written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, and (ii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

8. Indemnification. If a third party sues Evaluator claiming the Software infringes the third party's intellectual property rights, then, subject to the provisions below, BigID will indemnify and defend Evaluator from any liability, damages or losses actually awarded or incurred arising from that third party claim. The foregoing duty to defend and indemnify does not apply to the extent arising out of or relating to any: (i) open source components; (ii) use of the Software other than in compliance with the Software documentation or this Agreement; or (iii) use of the Software in combination with any software, system, hardware or data not provided by BigID. Evaluator is required to promptly notify BigID in writing of any action for which it seeks indemnification. BigID will have sole authority and control over the defense and settlement of such action.

9. Limitation of Liability. EXCEPT FOR ITS INDEMNIFICATION OBLIGATION HEREUNDER, IN NO EVENT WILL BIGID BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS OR LOSS OF OR DAMAGE TO SOFTWARE OR DATA, IN CONNECTION

