1. Grant of Limited License. Subject to all the terms of this Agreement, Company grants User a nonsub licensable, nontransferable, nonexclusive, right to use the free version of Software solely for User's internal operations. User may request to evaluate Company product(s) provided that any product provided by Corelight to User for evaluation shall be governed by Company's evaluation agreement which is available at https://www3.corelight.com/evaluation-license-agreement. USER ACKNOWLEDGES THAT THE SOFTWARE MAY INCLUDE FEATURES TO PREVENT USE OF THE SOFTWARE AFTER ANY USE INCONSISTENT HEREWITH. User shall not distribute any Software to any customer or other third party. User may not make any copies of the Software for any purpose. User will be responsible for ensuring that use inconsistent with the foregoing is technologically prevented. Subject to all terms and conditions in this Agreement, Company grants to User a nonexclusive, nonsublicensable, nontransferable right and license to use the Documentation, solely in connection with its authorized use of the Software. User may make copies of the Documentation as reasonably needed to support its authorized use of the Software. “Documentation” means user instructions, help information and other technical documentation regarding the Software that are made available by Company to User, in electronic or other form. User acknowledges and agrees that, as between the parties, Company owns all intellectual property rights used to create, embodied in, used in and otherwise relating to the Software or Documentation received by User under this Agreement, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, and other intellectual property rights (collectively, “Intellectual Property Rights”) therein. User will not earn or acquire any rights or licenses in the Software (if any), or in any Company Intellectual Property Rights, on account of this Agreement or Company’s performance under this Agreement. User acknowledges and agrees that the Software under this Agreement is being provided for free and does not include all the capacity, features and functionality of the Company’s paid premium software. The Software can be upgraded at any time by paying the applicable fee and entering into the Company End User License Agreement, which is available at https://www3.corelight.com/eula.

2. Restrictions; Indemnity. User will maintain the copyright notice and any other notices that appear on any Software and Documentation (and any copies thereof). User will not (and will not allow any third party to) (i) disassemble, decompile, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Software (except to the extent that applicable law prohibits reverse engineering restrictions), (ii) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Software for the benefit of any third party, (iii) adapt, combine, create derivative works of, translate, localize, port or otherwise modify any Software or Documentation, (iv) use any Software or Documentation, or any other Company Confidential Information to create any software, platform or documentation that is similar to any of the Software or Documentation, (v) use the Software or allow the transfer, transfer, export, or re-export of any Software or portion thereof in violation of any export control laws or regulations, or (vi) use the Software for any purposes other than for cyber defensive purposes only. All the limitations and restrictions on the Software in this Agreement also apply to Documentation. Except for the limited license(s) set forth herein, Company, and/or its licensors, own all title and proprietary rights, including without restriction all intellectual property rights, in and to the Software and Documentation, all copies thereof, and any modifications or derivatives made by User to the Software in violation of this Agreement, all of which contain valuable trade secrets of Company and/or its licensors. User agrees to indemnify and hold harmless Company 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 User.

3. License Termination. Company may terminates this Agreement, including any license granted hereunder, at any time. Upon termination, or if a license ceases to be effective, User shall immediately cease all use of all affected Software, destroy the Software (including all accompanying Documentation), all copies of such Software (and all portions thereof) and all Company Confidential Information. Upon Company’s request, User shall provide Company a certificate of destruction evidencing compliance with the foregoing. Except as otherwise expressly provided herein, the terms of the Agreement shall survive termination. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

4. Warranty Disclaimer. EXCEPT AS OTHERWISE REQUIRED BY LAW, ALL SOFTWARE AND DOCUMENTATION (AND ANY RESULTS THEREFROM) ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FURTHER, COMPANY DOES NOT WARRANT RESULTS OF USE THAT THE SOFTWARE IS BUG FREE OR THAT THEIR USE WILL BE UNINTERRUPTED.

5. User Data; Audit. User acknowledges and agrees that Corelight may (1) use, but not disclose or distribute, data that passes through the Software to create Derived Data Sets for Supplier’s other business purposes, including, without limitation, using such Derived Data Sets to develop, improve and test its products and services and (2) notwithstanding any expiration of or termination of this Agreement, freely use and distribute (and allow others to do so) such Derived Data Sets in a manner that does not identify User or any Confidential Information of User. User will reasonably cooperate with Corelight to facilitate Corelight's access to such data and extracting such Derived Data Set. “Derived Data Set” analytic, enrich, or statistical models or scripts which are derived from analyzing data passing through the Software in a manner that such original data cannot be identified from such analytic, enrich, or statistical models or scripts. User may from time to time provide suggestions, comments or other feedback to Corelight with respect to Corelight’s products, services or operations (“Feedback”). Feedback, even if designated as confidential by the User, shall not create any confidentiality obligation notwithstanding anything else. User shall, and hereby does, grant to Corelight a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, freely paid up license to use and exploit the Software for any purpose. Users are responsible for wiping all of the Users’ data from all devices after each evaluation. User shall permit Company or its designee to examine and audit User’s records and all supporting records at reasonable times, once per year upon five (5) days’ notification of the intent to audit. Company’s right to audit under this Agreement shall survive termination or expiration of this Agreement for one year.

6. limitation of Liability. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY LAW IN NO EVENT SHALL COMPANY, ITS LICENSORS, AFFILIATES, AGENTS, SUPPLIERS, DISTRIBUTORS AND RESSELLERS BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (III) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR HOWEVER INCURRED BY A PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED $100. THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE ANY LIABILITY WHICH, UNDER APPLICABLE PRODUCTS LIABILITY LAW, CANNOT BE PRECLUDED BY CONTRACT.
7. **Confidentiality.** “Confidential Information” means any information which is disclosed by Company in connection with this Agreement, directly or indirectly, in writing, orally or by drawings or inspection of software, to the User or any of its employees or agents. Confidential Information shall include the Software and Documentation containing Company’s confidential trade secret information. The restrictions on disclosure set forth in this Section 7 shall not apply to Confidential Information which becomes publicly known without breach of this Agreement or the User can show by written records was rightfully in its possession prior to the disclosure by the Discloser or becomes rightfully known to the User without confidential or proprietary restriction from a source other than the Company. User may use the Company’s Confidential Information solely for the purpose of exercising its rights and performing its obligations under this Agreement. User agrees to take the same care with the Company’s Confidential Information as it does with its own information of a similar nature, but in no event with less than a reasonable degree of care. User shall limit access to the Confidential Information to those persons having a need to know such information, provided that each such employee and consultant is subject to a written agreement containing confidentiality obligations no less protective than those contained in this Agreement. User may disclose Confidential Information insofar as the disclosure is necessary to be made to the User’s independent accountants for tax or audit purposes or is required by law or legal proceedings to disclose such information, provided that in any case, the User provides the Company with prompt written notice of such requirement to enable the Company to seek a protective order.

8. **Miscellaneous.** Neither the Agreement or the licenses granted hereunder are assignable or transferable by User without the prior written consent of Company; any attempt to do so shall be void. However, notwithstanding the foregoing, Company may assign this Agreement in its entirety to (i) any affiliate of such Party; (ii) any successor in interest to such Party by way of merger or consolidation; or (iii) a purchaser of all or substantially all of the assets of such Party. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties. Any notice, report, approval or consent required or permitted hereunder shall be in writing. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. 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. Any waivers or amendments shall be effective only if made in writing and signed by both parties. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorney’s fees and costs in connection with such action.

9. **U.S. Government Rights.** This Section 9 applies only if User is an agency or other part of the U.S. Government. The Software and Documentation (“Licensed Products”) are “commercial items” as that term is defined at FAR 2.101. If User is the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Company provides the Licensed Products, including any related software, technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD)), the Government acquires, in accordance with FAR 12.2 11 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Company to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government’s needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to return the Licensed Product, unused, to Company. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement. Rights are reserved under copyright laws of the United States with respect to unpublished portions of the Software.