



Tel: (240) 535-2095 ◆ <http://security.setecs.com> ◆ E-mail: info@setecs.com

Software Evaluation Agreement

Effective Date: _____ Termination Date: _____

SETECS:

SETECS, Inc.
5801 Nicholson Lane, Suite #1233
Rockville, MD 20852
U.S.A

Customer:

Name:
Address:

This Evaluation Agreement, consisting of this Agreement, the applicable Software Products and Services which are either attached hereto or can be found at <http://security.setecs.com>, and any Statement of Work, if applicable, which all shall be incorporated into and made a part of this Agreement by this reference (collectively, the "Agreement"), effective as of the Effective Date set forth above, is entered into by and between SETECS, Inc. ("SETECS"), having its principal place of business as set forth above, and the party identified above as Customer ("Customer"), having its principal place of business as set forth above.

1. Use Rights. SETECS grants to Customer a non-exclusive, royalty-free, non-transferable, non-sublicensable, revocable, restricted license during the term of this Agreement to: (A) use the services described in the applicable Service Description (the "Evaluated Services"); and (B) use one (1) copy of any technology, hardware, software, content, and/or related materials described therein (the "Licensed Technology") in a test and demonstration environment. Any such use of the Evaluated Services and/or Licensed Technology shall be on computers or network servers under Customer's control solely for the purpose of internal, non-commercial evaluation and interoperability testing of the Evaluated Services with Customer's products or systems. Customer agrees to operate the Evaluated Services and Licensed Technology in compliance with any applicable laws, and subject to any usage guidelines provided by SETECS.

2. Term and Termination. The term of this Agreement shall begin on the Effective Date and shall end on the Termination Date set forth above. In addition, SETECS may terminate this Agreement immediately upon written or electronic notice to Customer in the event Customer materially breaches the terms of this Agreement. Upon termination of this Agreement, Customer must return all copies of the Licensed Technology in any form to SETECS and cease all use of the Evaluated Services granted hereunder in accordance with the applicable Service Description. Customer must delete all data that Customer installs or stores on the Licensed Technology, as applicable, before returning such Licensed Technology to SETECS and Customer acknowledges and agrees that SETECS shall have no obligation, responsibility or liability in connection with or relating to such data. Customer shall be solely responsible for any shipping fees, customs duties, taxes and documentation required to return Licensed Technology provided hereunder. The terms in Sections 2 through 12 shall survive any termination of this Agreement.

3. Confidentiality. "Confidential Information" means any confidential, trade secret or other proprietary information, including without limitation the Licensed Technology, disclosed by one party to the other under this Agreement, except for information that: (i) is public knowledge at the time of disclosure, (ii) was known by the receiving party before disclosure by the disclosing party, or becomes public knowledge or otherwise known to the receiving party after such disclosure, other than by breach of a confidentiality obligation, or (iii) is independently developed by the receiving party by persons without access to Confidential Information of the disclosing party. If portions of the Confidential Information are considered non-confidential pursuant to subsections (i) through (iii) above, the remainder of the Confidential Information must still be held in confidence by the receiving party in accordance with the terms of this Section 3. The receiving party shall: (a) not disclose the Confidential Information to any third party, (b) not use the Confidential Information in any fashion except for purposes of performing this

Agreement, and (c) take steps consistent with its protection of its own confidential and proprietary information (but in no event exercise less than reasonable care) to prevent unauthorized disclosure of the Confidential Information.

4. Ownership; Intellectual Property Protection. The Licensed Technology, including its operation, code, architecture and implementation, the Evaluated Services, and the look and feel of the Licensed Technology Evaluated Services and the reports are the valuable intellectual property of SETECS. This Agreement does not give Customer any intellectual property rights in the Evaluated Services, Licensed Technology or the reports and all rights are reserved by SETECS. The Licensed Technology and the Evaluated Services are protected by United States patent, copyright laws and international treaty provisions. Customer agrees not to remove or destroy any proprietary, trademark or copyright markings or notices placed upon or contained within the Licensed Technology. The placement of a copyright notice on any Licensed Technology or documentation shall not constitute publication or otherwise impair the confidential or trade secret nature of the Licensed Technology or documentation. Customer agrees not to copy, modify, translate, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt by any means to discover or obtain the source code or other proprietary information included in the Licensed Technology or the Evaluated Services.

5. No Commercial Obligation. SETECS may, in its sole discretion, make the Evaluated Services or Licensed Technology generally available to its customers or, if already commercially available, continue to make such products and services available to its customers; however, SETECS shall have no obligation to do so. If SETECS makes the Evaluated Services or Licensed Technology generally available to its customers, Customer shall be under no obligation to contract for the Evaluated Services or Licensed Technology as a result of participation in this Agreement, but shall have the option to obtain the Evaluated Services and Licensed Technology subject to SETECS's then-current standard terms and conditions.

6. Evaluation Fee. If Evaluation Fees or Service Costs are applicable, Customer shall pay SETECS, within thirty (30) days after receipt of invoice, a non-refundable, non-creditable fee equal to the amount (if any) identified in the Fee table on **Exhibit A** of this Agreement.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL SETECS BE LIABLE FOR ANY DAMAGES HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY LOST REVENUE, LOST PROFITS, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES RELATING TO COMPROMISE OF CUSTOMER INFORMATION STORED IN LICENSED TECHNOLOGY, EVEN IF ADVISED OF THEIR POSSIBILITY.

8. DISCLAIMER. THE PARTIES ACKNOWLEDGE THAT THE EVALUATED SERVICES AND LICENSED TECHNOLOGY PROVIDED TO CUSTOMER PURSUANT TO AND FOR THE PURPOSES OF THIS EVALUATION ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. SETECS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE APPLICABLE SERVICE DESCRIPTION FOR THE LICENSED TECHNOLOGY AND/OR EVALUATED SERVICES IS INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT SOLELY FOR THE PURPOSE OF DESCRIBING THE EVALUATED SERVICES AND/OR LICENSED TECHNOLOGY AND THAT ANY REPRESENTATIONS, WARRANTIES, SERVICE LEVEL COMMITMENTS OR OTHER SETECS COMMITMENTS, OBLIGATIONS OR LIABILITIES THEREIN ARE HEREBY DISCLAIMED BY SETECS. NO SETECS AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

9. Export Compliance and Foreign Reshipment Liability. The Licensed Technology is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. Customer agrees to comply with all relevant laws, including the U.S. EAR and the laws of any country from which the Licensed Technology is re-exported. Furthermore, Customer shall not use or allow use of the Licensed Technology in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

10. Company Reference. Provided that Customer is reasonably satisfied in its good faith discretion with its evaluation of the Evaluated Services and/or Licensed Technology evaluated hereunder, (i) SETECS and Customer will work together on a press release and a Customer case study with respect to such Evaluated Services and/or Licensed Technology, and Customer will provide reasonable information and cooperation to SETECS with respect to such right, and (ii) Customer is willing to participate as a reference for related services and/or products to prospective SETECS customers referred to Customer.

11. Taxes. If Evaluation Fees or Service Costs are applicable, the fees stated are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value added taxes, but excluding taxes based on the gross revenues or net income of SETECS) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any of the Evaluated Services and/or Licensed Technology shall be borne by Customer and shall not be considered a part of, a deduction from or an offset against such fees. All payments due to SETECS shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law in which case the sum payable by Customer in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, SETECS receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

12. General Provisions. This Agreement is the exclusive agreement between Customer and SETECS parties with respect to the subject matter of this Agreement. This Agreement and any disputes relating to the services provided hereunder shall be governed and interpreted according to the laws of the State of Maryland, USA. Customer will be solely responsible for compliance with the laws of other states, countries, or jurisdictions, to the extent applicable with respect to Customer's receipt or use of Evaluated Services and/or Licensed Technology hereunder. If any part of this Agreement is found to be void, unenforceable or invalid, it shall not affect the other provisions of this Agreement. This Agreement can only be modified by a writing signed by both parties. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Customer may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without SETECS's prior express written consent. Such consent shall not be unreasonably withheld or delayed.

By signing below, SETECS and the Partner agree to the terms of this Agreement.

**Secure Transactions for Electronic
Commerce Systems, Inc.**

Customer _____

D/B/A: SETECS

D/B/A: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Evaluation and Service Fees