

## **Reveal Evaluation Terms (US)**

These Terms and Conditions (the "Evaluation Terms") apply to (i) any hardware products ("Products"); (ii) any embedded software components and software applications, including software as a service (only applicable if selected by Evaluator) ("Software"), and/or (iii) any support services ("Services") that you ("You" or "Evaluator") have received from Reveal Media USA Inc. ("Reveal") or its authorized channel partner ("Partner") for evaluation purposes. The Products, Software and Services are referred to collectively herein as the "Evaluation Items".

Evaluator acknowledges and agrees, as evidenced by its signature on or electronic acceptance of the trial request form at [what is the US request trial link] or by acceptance of the Evaluation Items, that Evaluator has read, understood and agreed to the terms and conditions of these Evaluation Terms.

By accepting the Evaluation Form and these Evaluation Terms, You hereby agree to Your conduct evidencing Your acceptance of a legally binding commitment and / or the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

### **1. Evaluation**

- 1.1 Evaluator may use the Evaluation Items for evaluation purposes at no cost for a period of up to ninety (90) days from the date of receipt of the Evaluation Items (the "Evaluation Period"). Evaluator and Reveal may, upon mutual written agreement (including via email), extend the Evaluation Period. If the Evaluation Items includes Products, any such Products shall be returned at Evaluator's cost within ten (10) days of the end of the Evaluation Period, (including authorized extended periods, if any) or the Evaluator shall be invoiced for the then-current list price for the Products. If the Evaluation Items include Software, Evaluator must delete all Software and other components (including documentation) related to the Product at the end of the Evaluation Period, and confirm those deletions in writing to Reveal. If the Evaluation Items include Services, Evaluator understands that Reveal may suspend the Services automatically at the end of the Evaluation Period, without notice to Evaluator. Evaluator shall use the Evaluation Items strictly in accordance with the associated documentation or other instructions provided to Evaluator in writing by Reveal.
- 1.2 Reveal grants Evaluator a non-sublicensable, non-transferable, non-exclusive, revocable, royalty-free license to access and use the Evaluation Items without modification, only in accordance with the documentation supplied by Reveal, and solely for Evaluator's internal testing and evaluation of the Evaluation Items for the term of the Evaluation Period.
- 1.3 All right, title, and interest in and to the Evaluation Items, including ownership of all intellectual property rights therein and thereto, shall remain at all times in Reveal and its licensors.
- 1.4 Evaluator shall not make any copies of the Products or the Software.
- 1.5 Evaluator shall not alter, modify, decompile, disassemble, create other works from or reverse engineer the Evaluation Items in any manner, or otherwise attempt to discover any source code or underlying Confidential Information (as that term is defined below), nor shall Evaluator allow any third party to conduct such activities. Unless otherwise agreed in writing, any additional Products, Software or Services provided subsequent to the Effective Date pursuant to a quote or other notice in writing indicating that it is for evaluation or otherwise provided for evaluation purposes shall automatically be subject to these Evaluation Terms and added to the Evaluation Items.
- 1.6 Evaluator acknowledges that Product(s) delivered for evaluation purposes may be used and/or refurbished units.
- 1.7 Evaluator agrees that it shall provide feedback to Reveal regarding its use and experience of the Evaluation Items.

### **2. Ownership**

The Evaluation Items shall remain the exclusive property of Reveal and its licensors. Under no circumstances shall Evaluator sell, license, sublicense, distribute, assign or otherwise transfer to a third party or encumber the Evaluation Items without Reveal's prior written consent. Evaluator shall be responsible for any damage to or loss of the Products, excluding ordinary wear and tear.. Any and all Evaluation Reports (as hereinafter defined) and information contained in such reports are the sole property of Reveal. 'Evaluation Reports' shall mean the Evaluator's responses to any customer feedback forms or requests submitted by Reveal during or after any evaluation to which these Evaluation Terms apply and which relate to the Evaluator's views on its experience of using the Evaluation Items. For the avoidance of doubt, no other data (such as recorded material or other data shared with Reveal by the Evaluator) shall be owned by Reveal. Any developments or modifications made during the Evaluation Period by Reveal or Evaluator, either independently or at Reveal's direction, in any way relating to the Evaluation Items, whether or not influenced or suggested by Evaluator, are the sole property of Reveal. Evaluator hereby assigns to Reveal any interest it has or may acquire in any of the foregoing, as well as all related intellectual property rights; and will cooperate to perfect or further evidence such assignments.

### 3. **Term and Termination**

These Evaluation Terms shall apply from the earlier of: (i) the date of last signature on the Evaluation Form and (ii) the date of receipt of Evaluation Items by Customer (the "Effective Date"), until the end of the Evaluation Period (unless earlier terminated as set forth herein) or until the Products are returned to Reveal pursuant to clause 1, whichever is later. Reveal may, at its option, terminate the evaluation and these Evaluation Terms immediately upon written notice to Evaluator if Evaluator (i) fails to comply with any of these Evaluation Terms or (ii) uses an Evaluation Item other than as authorized herein. As soon as practicable following any termination or expiration of these Evaluation Terms (and in no event more than ten (10) business days thereafter), Evaluator agrees to return to Reveal, at Evaluator's cost the Product(s) and all related materials and documentation, including without limitation all Confidential Information of Reveal. Notwithstanding the earlier termination or expiration of these Evaluation Terms, Sections 1.3, 1.4, 1.5, 2, 5, 6, 8 and 9 shall survive.

Upon termination or expiration, all rights granted to Customer under these DEMS 360 Evaluation Terms shall cease and Customer must immediately cease all activities authorized by the DEMS 360 Evaluation Terms, including the use of the DEMS 360 Service and of its Documentation. At Customer's request, Reveal will continue to store Customer Content for a period of up to 14 days following the termination or expiration of the DEMS 360 Evaluation Terms. During such 14-day period, Customer will be provided limited access to and use of the DEMS 360 Service as necessary to download or otherwise extract Customer Content (and if Customer cannot so extract, then Reveal shall extract the Customer Content on Customer's behalf and Reveal shall be entitled to charge Customer for the reasonable costs of doing so). Following such period, Reveal will have no obligation to store Customer Content and will promptly delete Customer Content. Reveal reserves the right to charge Customer reasonable fees for (a) storing Customer Content after the period requested by Customer under this clause; and (b) for any assistance provided by Reveal in the downloading or exporting of Customer Content under this clause.

### 4. **No Warranty**

THE EVALUATION ITEMS ARE PROVIDED "AS IS", AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, REVEAL DISCLAIMS ALL WARRANTIES RELATING TO THE EVALUATION ITEMS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE. ANY DOCUMENTATION PROVIDED BY REVEAL IS FOR INFORMATIONAL PURPOSES AND REVEAL MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE APPROPRIATENESS, ACCURACY, RELIABILITY, USEFULNESS, COMPLETENESS OR TIMELINESS OF SUCH CONTENT.

### 5. **Limitation of Liability and Indemnity**

5.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, EVALUATOR AGREES THAT REVEAL SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO THE EVALUATION, THE EVALUATION ITEMS OR THESE EVALUATION TERMS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, EQUITABLE OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA, BREACH OF PRIVACY OR SECURITY OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER OR NOT THE POSSIBILITY OF ANY SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY EVALUATOR OR COULD HAVE BEEN REASONABLY FORESEEN BY REVEAL. IN ADDITION, REVEAL SHALL NOT BE RESPONSIBLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. IN NO EVENT SHALL REVEAL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE EVALUATION TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL VALUE OF THE EVALUATION ITEMS DELIVERED TO EVALUATOR FOR EVALUATION. IN ADDITION, ANY CLAIM, SUIT OR ACTION BY EVALUATOR RELATING TO THE EVALUATION ITEMS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE END OF THE EVALUATION PERIOD, OR SUCH CLAIM, SUIT OR ACTION SHALL BE LOST AND FOREVER BARRED.

5.2 Evaluator hereby agrees to indemnify, defend and hold harmless Reveal, its affiliates, its Partner and each of its affiliate and Partner employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including without limitation, reasonable attorneys' fees, that arise from or relate to Evaluator's use of the Evaluation Items and its other activities pursuant, under, or related to these Evaluation Terms. Reveal reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Evaluator, in which event Evaluator agrees to assist and cooperate with Reveal in asserting any available defenses.

### 6. **Confidential Information and Data Privacy Compliance**

Evaluator acknowledges that, in the course of evaluating the Evaluation Items, it may obtain or develop information relating to the Evaluation Items and/or to Reveal ("Confidential Information"), including, but not limited to code, technology, algorithms, schematics, testing procedures, documentation, problem reports, analysis and performance

information, inventions (whether patentable or not), and other technical, business, product, marketing, financial and customer information, plans and data. During and after the Evaluation Period, Evaluator shall hold in confidence and protect, and shall not use (except as expressly authorized by these Evaluation Terms) or disclose, Confidential Information, unless such Confidential Information becomes part of the public domain without breach of these Evaluation Terms by Evaluator, its officers, directors, employees or agents. During or after the Evaluation Period, Evaluator will disclose the Evaluation Items and Confidential Information only to those of its employees as are necessary for the use expressly and unambiguously granted hereunder and who are bound by the provisions of these Evaluation Terms or terms similar to and at least as protective as the terms herein as a condition of employment or engagement. Evaluator shall not, without the prior written consent of Reveal, disclose or otherwise make available the Evaluation Items, including any information relating to the performance or operation of the Evaluation Items (including any benchmarking or other testing results), or copies thereof to any third party.

Evaluator acknowledges and agrees that due to the unique nature of Reveal's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Evaluator or third parties to unfairly compete with Reveal resulting in irreparable harm to Reveal, and therefore, that upon any such breach or threat thereof, Reveal shall be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies it may have at law. This clause shall survive the termination or expiration of these Evaluation Terms for a period of two (2) years. Evaluator shall be the controller of all digital materials accumulated by Evaluator during the Evaluation Period and shall comply with all applicable data privacy laws in respect thereof. Evaluator shall ensure that all digital material accumulated during the Evaluation Period that it wishes to retain is removed from the Evaluation Items at the end of the Evaluation Period, or alternatively that all digital material is deleted from the Evaluation Items. Upon return of the Evaluation Items to Reveal, all digital materials remaining on the Evaluation Items shall be permanently deleted by Reveal and shall not be recoverable. Evaluator shall comply with all applicable data privacy laws in relation to the retention, storage and further processing of any digital materials retained by Evaluator post the Evaluation Period.

#### **7. FCPA and Anticorruption Laws**

Evaluator agrees to comply with the provisions of the U.S. Foreign Corrupt Practices Act ("the FCPA") and the U.K. Bribery Act of 2010 ("UKBA") as well as any related provisions of local law and Reveal's corporate policies and procedures related thereto. Evaluator further understands the provisions relating to the FCPA and UKBA's prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Evaluation Items. Evaluator agrees to not violate or knowingly let anyone violate the FCPA or UKBA, and Evaluator agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or anti-bribery law, including those of any area or country where Evaluator conducts business.

#### **8. Compliance with Laws**

Evaluator represents and warrants that it shall comply with all laws and regulations applicable to Evaluator with respect to the evaluation, purchase and use of the Evaluation Items. Evaluator further acknowledges and agrees that the Products and Software may be subject to certain export restrictions and controls imposed by the U.S. Arms Export Control Act of 1976, 22 U.S.C., ch. 39, and the regulations thereunder. In such event, Evaluator agrees to comply with all applicable export and re-export control laws and regulations, Evaluator agrees to notify Reveal of any suspicious activities by any employee related to the Products or Software. Evaluator agrees to indemnify, to the fullest extent permitted by law, Reveal from and against any fines or penalties that may arise as a result of Evaluator's breach of this provision.

- 9 Force Majeure.** Neither party shall have any liability under or be deemed to be in breach of these DEMS 360 Evaluation Terms for any delays or failures in performance of the DEMS 360 Evaluation Terms which result from any event beyond the reasonable control of that party (which could not reasonably have been anticipated and avoided by a party), including without limitation war, revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; strikes, lock-outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions. The party affected by such an event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so.

#### **10 Miscellaneous**

- a) The parties are independent contractors, and nothing in these Evaluation Terms is intended to or shall create any agency, employment, fiduciary, partnership or joint venture relationship between them.
- b) Each party acknowledges in entering into any contract incorporating these terms that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms.

- c) Each party agrees that its only liability in respect of those representations and warranties that are set out in these terms (whether made innocently or negligently) shall be for breach of contract.
- d) Reveal shall not be in breach of any contract incorporating these terms nor liable for delay in performing, or failure to perform, any of its obligations under these terms if that delay or failure results from events, circumstances or causes beyond its reasonable control.
- e) Nothing in these terms operates to transfer any intellectual property rights or industrial know-how from Reveal.
- f) These Evaluation Terms shall be governed by the laws of the State of Delaware without reference to conflicts of laws principles. Each of the parties hereby irrevocably and unconditionally (a) consents and submits to the exclusive jurisdiction of any state court located in the State of Delaware, including the Delaware Court of Chancery in and for New Castle County, for any actions, suits or proceedings arising out of or relating to this evaluation, the Evaluation Items and/or these Evaluation Terms (and agrees not to commence any litigation relating thereto except in such courts) and (b) waives any objection to the laying of venue of any such litigation in the Delaware courts and agrees not to plead or claim in any Delaware court that such litigation brought therein has been brought in any inconvenient forum. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorney's fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.
- g) Evaluator may not sub-contract, delegate, transfer, assign, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of these Evaluation Terms, or any of its rights or obligations hereunder, by operation of law or otherwise, without Reveal's prior written consent. Reveal may assign its rights and obligations in these Evaluation Terms in whole or in part.
- h) All expenses related to Evaluator's performance of these Terms shall be borne by Evaluator who shall be solely responsible for the payment thereof.
- i) The failure of either party to exercise any right granted herein or to require any performance of any of these Evaluation Terms or the waiver by either party of any breach of these Evaluation Terms shall not be deemed a waiver of any subsequent breach of, the same or any other provision of these Evaluation Terms.
- j) These Evaluation Terms (together with the applicable Evaluation Form) constitute the entire agreement between Reveal and Evaluator with respect to the subject matter hereof and supersedes any and all other written or oral agreements existing between the parties hereto regarding the Evaluation Items.
- k) These Evaluation Terms may not be modified without the prior written consent of Reveal. Reveal shall be entitled to vary these terms and conditions as Reveal shall reasonably consider necessary to ensure compliance with any future or subsequent legislation or other law as described above. Such variation shall become effective upon notice by Reveal to the Evaluator. It is agreed that such variations may impose new obligations on each of the parties but only to the extent that Reveal considers necessary or reasonable, and that compliance with such legislation is of mutual benefit to the parties.
- l) If any term or provision in these Evaluation Terms shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, such term or provision or part shall to that extent be deemed not to form part of these Evaluation Terms but the validity and enforceability of the remainder of these Evaluation Terms shall not be affected.
- m) Notices required to be given under these Evaluation Terms must be in English, addressed for the attention of the contact and delivered personally or sent by pre-paid overnight courier or by email to [legal@revealmedia.com](mailto:legal@revealmedia.com) or email address provided by the Evaluator.. A notice delivered by hand is served when delivered, a notice sent by overnight courier is served 48 hours after posting (as evidenced by a proof of posting) and a notice sent by email is served when the email is sent (as evidenced by receipt of email). Notice by email will be effective only if proof of receipt can be provided.

## **DEMS 360 SERVICE SCHEDULE**

The terms in this schedule (the “DEMS 360 Evaluation Terms”) govern the provision by Reveal Media Inc. (“Reveal”, “Us” or “We”), and use by you of the DEMS 360 Service (as defined below).

These DEMS 360 Evaluation Terms permit you to use the DEMS 360 Service for a trial evaluation period of 30 days or such longer period as determined in accordance with clause 1.1 above.

### **1 Accepting These DEMS 360 Evaluation Terms**

- 1.1. If You are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements or terms and conditions such as these DEMS 360 Evaluation Terms according to age and You are under such a jurisdiction and under such age limit, You may not accept these DEMS 360 Evaluation Terms or use the DEMS 360 Service. By accepting these DEMS 360 Evaluation Terms, You explicitly state that You have verified in Your own jurisdiction if Your use of the DEMS 360 Service is allowed and You agree to use the DEMS 360 Service (and all data associated with or stored through the operation or use of the DEMS 360 Service) in accordance with: (a) all applicable laws and (b) the rules, conditions and restrictions applicable to Your use of the DEMS 360 Service published by Reveal as the DEMS Cloud Acceptable Use Policy and amended by Reveal from time to time (the “Policies”).

### **2 License**

- 2.1 The service covered by these DEMS 360 Evaluation Terms means the distinct, hosted and operated on-demand services that Reveal decides in its discretion to provide to You, including all modifications, updates and extensions of those services supplied by Reveal in accordance with the terms of these DEMS 360 Evaluation Terms (the “DEMS 360 Service”). The DEMS 360 Service also includes current user guides and technical manuals, specifications and documents for the DEMS 360 Service published by Reveal and as amended from time to time (“Documentation”).
- 2.2 Reveal hereby grants to You a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the DEMS 360 Service for the duration of the Term to store, process, access, manage and transfer Customer Content (as defined below) subject to and upon these DEMS 360 Evaluation Terms. All licenses granted are conditional on Your continued compliance with these DEMS 360 Evaluation Terms.
- 2.3 “Customer Content” means all data, video, images, audio, text, information, software, content and other materials in any form (including derivatives) that You or any of Your Authorized Users (as defined below): (a) access, generate, create, collect, store, transmit or process in connection with using the DEMS 360 Service; or (b) cause to interface to, interact with or run on the DEMS 360 Service.
- 2.4 Reveal will implement the procedures for data security published by Reveal and amended by Reveal from time to time and other commercially appropriate and reasonable security measures intended to prevent accidental loss or unlawful or unauthorized access or disclosure of Customer Content.
- 2.5 Unless otherwise agreed in writing, Reveal is not responsible for the provision of any further or third party software, middleware or other platform whatsoever, the provision of which is entirely Your responsibility.
- 2.6 If reasonably requested by Reveal, Customer agrees to provide feedback to Reveal regarding the DEMS 360 Service, and Reveal may use such feedback. Reveal may use the data generated in connection with Customer’s use of the DEMS 360 Service; provided, however, in the event Reveal provides such data to third parties, it shall be anonymized and presented in the aggregate so that it cannot be linked specifically to Customer or any Authorized User.

### **3 Use and Misuse of the DEMS 360 Service**

- 3.1 Customer is solely responsible for uploading, processing, managing, granting access to, downloading and deleting Customer Content using the DEMS 360 Service.
- 3.2 Customer may grant access to the DEMS 360 Service to only those employees (including for this purpose only,



individual third-party contractors used alongside its regular workforce) of Customer that are designated and properly authorized by Customer as requiring access to the DEMS 360 Service ("Authorized Users"). Customer is responsible for granting access of Authorized Users to the DEMS 360 Service and for revoking access from users when they cease to be Authorized Users. Customer shall at all times comply, and shall be responsible for ensuring that all Authorized Users comply, with these DEMS 360 Evaluation Terms.

- 3.3 If Customer or any of the Authorized Users fails at any time to comply with any of the Policies in any respect, including a trivial respect, in addition to any other rights afforded to Reveal under the DEMS 360 Evaluation Terms, Reveal reserves the right without prior notice to suspend Customer's access to or use of the DEMS 360 Service until Customer is able to remedy its non-compliance with the Policies and to demonstrate its future ability to comply with the Policies to Reveal's reasonable satisfaction. Reveal may at any time change the Policies or any part of them where this is desirable in Reveal's sole discretion.
- 3.4 Customer may not access the DEMS 360 Service if it is a direct competitor of Reveal's, except with Reveal's prior written consent. In addition, Customer may not access the DEMS 360 Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

#### **4 Customer Content**

- 4.1 Customer shall retain ownership of all Intellectual Property Rights (as defined below) in Customer Content. Reveal shall not acquire any rights in Customer Content under these DEMS 360 Evaluation Terms. Customer is solely responsible for any corruption of, or errors contained in, Customer Content prior to upload to the DEMS 360 Service.
- 4.2 Customer Content is Confidential Information and shall be handled by Reveal in accordance with this Evaluation agreement.
- 4.3 Customer consents to Reveal transferring Customer Content to third parties for the purpose of storing Customer Content provided such third parties are (a) duly contracted by Reveal to provide storage services and (a) are aware of confidential nature of Customer Content and are bound with an obligation of confidentiality equivalent to that contained in the Evaluation agreement.
- 4.4 In accordance with current data resilience and availability best practice Reveal's standard cloud infrastructure includes 14 day soft delete for data resilience and local redundant storage for data availability. This provides 14 days of data protection and 99.999999 storage availability within a single availability zone. Alternative options are available at additional cost.
- 4.5 Customer consents to Reveal accessing Customer Content on a limited basis and only as required solely for the purposes of (a) troubleshooting the DEMS 360 Service as provided to Customer and the Authorized Users; (b) performing diagnostics and analysis of the DEMS 360 Service; and (c) confirming Customer's compliance with the Policies and these DEMS 360 Evaluation Terms.
- 4.6 Customer may download Customer Content at any time during the Term.

#### **5 Access to the DEMS 360 Service**

- 5.1 Customer is solely responsible for providing and maintaining the computers systems and network connectivity, as well as security codes necessary to access and use the DEMS 360 Service.
- 5.2 Customer acknowledges that the DEMS 360 Service is subject to the limitations, delays and other technical issues which are inherent in the use of third-party networks or communications facilities including the internet.
- 5.3 Reveal may, at any time and without notice, suspend, temporarily discontinue or modify the DEMS 360 Service. In connection with any such period of suspension or temporary discontinuance or modification of Reveal's provision of the DEMS 360 Service, Reveal shall not be liable for any resulting loss or damage to Customer, including, without limitation, any liability it may incur to third parties, or for delays, failures or loss of or damage to data arising from the transfer of data over the internet or other communications networks or facilities.

## **6**      **Disclaimer of Warranties**

- 6.1 THE DEMS 360 SERVICE IS PROVIDED “AS-IS”. REVEAL AND OUR AFFILIATES AND LICENSORS MAKE NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE DEMS 360 SERVICE AND, TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO CLAUSE 9.1, DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 6.2 Reveal does not warrant that Customer’s use of the DEMS 360 Service will be uninterrupted, error-free, free from harmful components or that it will meet Customer’s specific requirements. Reveal does not warrant that Customer Content will be secure or not otherwise lost or damaged. Reveal does not warrant that the DEMS 360 Service are or will be interoperable with or capable of working in conjunction with any other software or hardware, for which Customer take full responsibility. The DEMS 360 Service is for evaluation purposes only and is not supported, and may be subject to additional terms as communicated to Customer.

## **7**      **Intellectual Property Rights**

- 7.1 “Intellectual Property Rights” means copyrights, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (a) whether registered or not, (b) including any applications to protect or register such rights, (c) including all renewals and extensions of such rights or applications, (d) whether vested, contingent or future and (e) wherever existing.
- 7.2 Reveal or its licensors shall retain ownership of all Intellectual Property Rights in the DEMS 360 Service and in any software or materials created by Reveal in the course of providing the DEMS 360 Service, whether those materials are provided to Customer or not. Except to the extent expressly set forth herein, Customer obtains no rights or licenses, express or implied, under any copyright, trade secret, patent or other proprietary right of Reveal.
- 7.3 Customer acknowledges that Reveal has no delivery obligation and will not ship copies of the software created or used by Reveal to provide the DEMS 360 Service.
- 7.4 In the event that Customer or any Authorized Users make any suggestions for enhancements or improvements to the DEMS 360 Service, all rights, title and interest in any Intellectual Property Rights in any such suggestions shall be automatically assigned to Reveal and Reveal shall have the rights to suggestions without restriction, irrespective of whether the suggestions have been identified as confidential. Customer irrevocably assigns to Reveal all rights, title and interest in any Intellectual Property Rights in any such suggestions and agrees to provide Reveal with any assistance required by Reveal to document, perfect or maintain our rights in the suggestions.
- 7.5 During and after the Term, Customer agrees not to make, nor assist any third party to make, any claim of infringement of Intellectual Property Rights against Reveal or any of its affiliates, customers, vendors or licensors regarding the DEMS 360 Service that it has used. Customer also agrees to use Reveal’s trademarks only as permitted pursuant to these DEMS 360 Evaluation Terms.

## **8**      **Liabilities**

- 9.1 Notwithstanding any contrary provision in these DEMS 360 Evaluation Terms or the Evaluation Terms , neither party excludes or limits any liability for: (a) death or personal injury to the extent that results from the gross negligence or wilful intent of a party or any person for whom it is responsible at law; (b) fraud or fraudulent misrepresentation; or (c) any other liability to the extent the same cannot be excluded or limited by law. In jurisdictions that limit the scope of, or preclude limitations or exclusions of, remedies or damages or of liability or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth herein are intended to apply to the maximum extent permitted by applicable law.
- 9.1 Notwithstanding any other contrary provision in these DEMS 360 Evaluation Terms or the Evaluation Terms but subject to clause 9.1 neither Reveal, its affiliates or its licensors shall be liable to Customer or its Authorized Users, agents successors or permitted assigns in respect of consequential, indirect or special losses.

- 9.2 Notwithstanding any other contrary provision in these DEMS 360 Evaluation Terms or the Evaluation Terms but subject to clause 9.1 neither Reveal, its affiliates or its licensors shall be liable to Customer or its Authorized Users, agents successors or permitted assigns for any of the following (whether direct or indirect):
- 9.2.1 Loss of profit;
  - 9.2.2 Loss of data;
  - 9.2.3 Loss of use;
  - 9.2.4 Loss of production;
  - 9.2.5 Loss of contract;
  - 9.2.6 Loss of opportunity;
  - 9.2.7 Loss of savings, discount or rebate (whether actual or anticipated);
  - 9.2.8 Harm to reputation or loss of goodwill.
- 9.3 Notwithstanding any other contrary provision in these DEMS 360 Evaluation Terms or the Evaluation Terms but subject to clause 9.1 Reveal's total liability shall not exceed the sum of fifty dollars (\$50)
- 9.4 The foregoing limitations, exclusions and disclaimers are an allocation of the risk between the Parties and are accepted by Customer as reasonable having regard to the nature of these DEMS 360 Evaluation Terms and the Evaluation Terms which confer evaluation-only access to the DEMS 360 Service without charge. Such limitations, exclusions and disclaimers will apply to the maximum extent permitted by law.
- 9.5 Customer takes full responsibility and shall accept all liability in respect of the use it makes of the DEMS 360 Service and the results it achieves from them.

## **10 Data Protection**

- 10.1 Each party agrees that, in the performance of its respective obligations under these DEMS 360 Evaluation Terms or the Evaluation Terms, it shall comply with all applicable data protection legislation together with any other replacement law applicable to the protection of personal data in effect from time to time (together, Data Protection Laws), in each case to the extent it applies to each of them. Where used in this clause, the expressions process, personal data, data processor and data subject shall bear their respective meanings given in Data Protection Laws.
- 10.2 For the purposes of Data Protection Laws, where Reveal processes any personal data for Customer pursuant to these DEMS 360 Evaluation Terms or the Evaluation Terms (Personal Data) Customer shall be the data controller and Reveal shall be the data processor.
- 10.3 Reveal shall process the Personal Data only in accordance with these DEMS 360 Evaluation Terms and the Evaluation Terms and Customer's instructions (provided that such instructions are within the scope of Reveal's obligations under these DEMS 360 Evaluation Terms and the Evaluation Terms) unless otherwise required by law or any other regulatory requirements. Where any such instructions given by Customer result or might result in any increase in costs for Reveal in providing the DEMS 360 Service, Reveal is entitled to charge reasonable fees for those affected services by such amount as will compensate it for the increase in costs. Reveal shall give reasonable prior notice in writing to Customer regarding such fees. Customer may change its instructions immediately on receiving such written notice provided that Reveal has not yet incurred any additional costs in seeking to comply with Customer's instructions.
- 10.4 Customer warrants that:
- 10.4.1 all Personal Data provided by or on behalf of Customer shall have been lawfully obtained and retained by Customer (or its nominated third party);
  - 10.4.2 all necessary consents and data processing notices have been provided in relation to the processing of the Personal Data;
  - 10.4.3 Customer will not do or omit to do anything which will place Reveal in breach of any Data Protection Laws;
  - 10.4.4 Customer only processes personal data in accordance with the relevant principles under the Data Protection Laws;
  - 10.4.5 Customer is lawfully entitled to provide, procure the provision of or authorise Reveal to obtain (as the case may be) the Personal Data for the purposes envisaged by these DEMS 360 Evaluation Terms; and
  - 10.4.6 any processing of the Personal Data by Reveal shall not contravene any Data Protection Laws or infringe the rights of the data subject or any third party;



10.5 Without prejudice to any other right or remedy Reveal may have, Customer shall indemnify, keep indemnified and hold Reveal harmless against all claims, demands, penalties, fines, actions, costs, expenses, losses and damages suffered or incurred by or awarded against Reveal arising from or in connection any breach by Customer of this clause, as a result of Reveal processing the Personal Data in accordance with clause and/or any breach of Data Protection Laws by Customer whether or not such matters were foreseeable or foreseen at the date of these DEMS 360 Evaluation Terms.

10.6 Reveal warrants that it shall:

- 10.6.1 implement such security measures as required to enable Personal Data to be processed in compliance with obligations equivalent to those imposed on Customer by the Data Protection Laws;
- 10.6.2 notify Customer without undue delay on becoming aware of a personal data breach and cooperate with Customer to resolve such issue; and
- 10.6.3 at Customer's expense, provide such assistance as Customer may reasonably require to assist it to comply with its obligations to keep the Personal Data secure, allow it to inform a regulatory authority or data subject of a personal data breach, conduct a data protection impact assessment, consult with a regulatory authority regarding the processing of Customer Personal Data and/or respond to requests made by data subjects pursuant to Data Protection Laws.

10.7 Customer authorises Reveal to appoint sub-processors from time to time provided that Reveal shall notify Customer of any intended changes concerning the addition or replacement of other sub-processors and shall impose upon any sub-processor (and procure any sub-processor's compliance with) the terms of this clause as if the processing being carried out by the sub-processor was being carried out by Reveal (and Reveal shall be liable for the acts and omissions of such sub-processors as if they were Reveal's own acts and omissions under these DEMS 360 Evaluation Terms).

10.8 From time to time during the term of these DEMS 360 Evaluation Terms and the Evaluation Terms Reveal shall (upon written request from Customer):

- 10.8.1 provide details in writing of its data processing activities in respect of Personal Data; and
- 10.8.2 on reasonable notice allow Customer to audit its compliance with these terms (subject to any reasonable requirements or restrictions that Reveal may impose to safeguard the personal data it holds on behalf of other customers and/or avoid unreasonable disruption to Reveal's business).

10.9 Each party shall:

- 10.9.1 comply with all Data Protection Laws;
- 10.9.2 co-operate with any regulatory authority for data processing; and
- 10.9.3 keep such records of processing of Personal Data as required under Data Protection Laws.

10.10 At the end of the Term or on expiry or termination of these DEMS 360 Evaluation Terms and the Evaluation Terms Reveal shall, at its sole discretion, return or permanently delete all Personal Data (and delete any copies, save to the extent retention is permitted by law or any regulatory requirements or to safeguard the interests of Reveal).

## **11. Regulatory Compliance.**

11.1 The DEMS 360 Service and Documentation are "commercial items", consisting of "commercial computer software", "commercial computer software documentation" and "technical data" as defined by the Federal Acquisition Regulation ("FAR") (48 C.F.R. 2.101) and the Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7201 through 227.7202-4. Notwithstanding any other FAR, DFAR or other contractual clause to the contrary in any agreement into which these DEMS 360 Evaluation Terms may be incorporated, U.S. Government end users will acquire the DEMS 360 Service and Documentation with only those rights set forth herein. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the DEMS 360 Service. Customer agrees: (a) to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations) and to obtain all required local and extraterritorial authorizations, permits or licenses; (b) that no data, information, software programs and/or materials resulting from the DEMS 360 Service will be exported, directly or indirectly, in violation of these laws, or will be used for any

purpose prohibited by these laws; and (c) neither it nor any of its Authorized Users are on any U.S. Government denied party list. The export obligations under this clause shall survive the expiration or termination of these DEMS 360 Evaluation Terms. Customer is solely responsible for such compliance as it relates to its use of the DEMS 360 Service and access to Customer Content.

- 11.2 In the event that a government regulator or other government body with equivalent supervisory authority over Customer ("Regulator") formally requests to access the DEMS 360 Service operations and controls, Customer will diligently attempt to resolve that request directly with the Regulator through use of information and resources Reveal makes generally available to customers.
- 11.3 Customer shall be entitled to delegate access to the standard features of the DEMS 360 Service to representatives of the Regulator. In the event the Regulator determines that information available through these mechanisms is insufficient to address the Regulator's stated objectives, and provided that Customer and Reveal have not otherwise agreed upon an inspection or audit process, upon Customer's written confirmation that the Regulator has supervisory authority over Customer to make such a request, Reveal will provide the Regulator with the opportunity to communicate with Reveal's auditor at Customer's expense and, if required by the Regulator, a direct right to examine the DEMS 360 Service, including examination on premises. Regulator only will be allowed to access information about Customer. Customer will be liable for Reveal's reasonable additional costs associated with such examination. For clarity, Reveal and Customer are committed to working together in good faith to resolve a Regulator request through discussion and interaction between Customer, Reveal, and the Regulator. In the event that Customer and Reveal have agreed upon a separate inspection or audit process, such process shall apply in lieu of this right. The provisions of this clause 12.3 shall also govern the parties' obligations in response to a legislative or regulatory obligation (without a prior Regulator's request) to disclose or provide access to Confidential Information stored on the DEMS 360 Service; provided that Customer shall provide Reveal with prior written evidence of such legal requirement.

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