



CORELIGHT, INC.

MASTER EVALUATION AGREEMENT

This Master Evaluation Agreement (this "Agreement") is made and entered into as of the date of last signature below (the "Effective Date"), by and between Corelight, Inc., a Delaware corporation with its principal place of business at 22 4th Street, 6th Floor San Francisco, CA 94103 ("Corelight"), and _____, a _____ corporation with its principal place of business at _____ ("Customer"). In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. LICENSE GRANT & RESTRICTIONS

1.1. Grant of License. Subject to Customer's compliance with the terms and conditions of this Agreement, Corelight hereby grants to Customer a limited, nonexclusive, nontransferable, non-sublicensable, revocable license, during the term of this Agreement, to use the proprietary software programs developed by or licensed to Corelight (the "Software") together with any Equipment (as defined below) solely for evaluation use, and not for general production use.

1.2. License Restrictions. Customer acknowledges that the Software contains trade secrets of Corelight and its licensors, and, in order to protect such trade secrets and other interests that Corelight and its licensors may have in the Software, Customer agrees not to reverse engineer, decompile or disassemble the Software or authorize a third party to do any of the foregoing. Customer will not modify the Software. Customer will not copy the Software. Customer will not distribute, sell, sublicense or otherwise transfer the Software. Customer shall not use the Software or Equipment for any purpose other than for cyber defensive purposes. Upon Customer's breach of any of the restrictions in this Section 1.2, Corelight, in its sole discretion, may immediately terminate this Agreement.

1.3. Limited Rights. Customer's rights in the Software will be limited to those expressly granted in Section 1.1. Corelight and its licensors reserve all rights and licenses in and to the Software not expressly granted to Customer under this Agreement.

2. EQUIPMENT LOAN & RESTRICTIONS.

2.1. Equipment Loan. Subject to Customer's compliance with the terms and conditions of this Agreement, Corelight will loan the appropriate equipment, if applicable, as determined by Corelight (the "Equipment"), to Customer (for the applicable fee, if any) for a period of thirty (30) days, solely for Customer's internal use on premises owned or leased by Customer. If Customer is a reseller or distributor and wishes to have its end-customer evaluate the Equipment, Customer may only permit such end-

customer to possess, use, examine or otherwise evaluate the Equipment (or any Software provided therewith) if: (a) Corelight pre-approves such end-customer in writing, (b) such end-customer has agreed to a written agreement at least as protective of Corelight and the Equipment (and any Software provided therewith) as the terms and conditions of this Agreement and Corelight is named as a third party beneficiary of such agreement and (c) Customer is liable for any violation of the terms and conditions of this Agreement by such end-customer. All Equipment shall remain the sole and exclusive property of Corelight.

2.2. Restrictions. Any Equipment loan is for Customer's internal use only. Customer shall not disassemble, reverse engineer, or modify any Equipment, in whole or in part, nor permit any third party to do so. Customer shall not remove, amend, obscure or modify any product markings or any indication of Corelight's proprietary rights appearing on the Equipment as delivered to Customer. If Customer is a reseller or distributor and the evaluation is taking place at a third party, Customer agrees to restrict third party to rights no less favorable to Corelight, than the terms contained in this agreement.

3. OWNERSHIP.

Customer acknowledges and agrees that, as between the parties, Corelight owns all right, title, and interest in and to any Equipment and/or Software received by Customer 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. Customer will not earn or acquire any rights or licenses in the Equipment or Software (if any), or in any Corelight Intellectual Property Rights, on account of this Agreement or Customer's performance under this Agreement.

4. EVALUATION PERIOD.

The term of evaluation of any Equipment or Software shall be thirty (30) days (the "Evaluation Period"). Upon the expiration of the Evaluation Period (a) the Equipment loan and/or Software license (as applicable) granted to Customer under this Agreement will automatically terminate; (b) Customer will return to Corelight any Confidential Information in Customer's possession or control, and an officer of Customer will certify in writing to Corelight that it has complied with the foregoing; and (c), within five (5) days after any such expiration, Customer will, at its expense, return to Corelight all Equipment and Software (including any copies). Customer will be responsible to pay all shipping, insurance, and other charges required to return the Equipment and Software, and shall bear the risk of loss in transit. If any Equipment or Software is not returned within the timeframe set forth above, or if any Equipment is returned in other than good condition (reasonable wear and tear excepted), Customer agrees to pay the then current price for such

Equipment and/or Software upon receipt of Corelight's invoice.

5. CONFIDENTIAL INFORMATION.

5.1. Definition. "Confidential Information" means all information regarding Corelight's Equipment or Software, and any business or technical information of Corelight, including, but not limited to, any information relating to Corelight's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that a person exercising reasonable business judgment would understand to be confidential or proprietary.

5.2. Exclusions. The obligations in Section 5.3 will not apply to the extent any information: (a) is or becomes generally known to the public through no fault or breach of this Agreement by Customer; (b) is rightfully known by Customer at the time of disclosure without an obligation of confidentiality; (c) is independently developed by Customer without access to or use of any Confidential Information; or (d) is rightfully obtained by Customer from a third party without restriction on use or disclosure.

5.3. Restrictions. Customer will not use or disclose any Confidential Information, except as necessary for the performance of this Agreement. Customer will use all reasonable efforts to protect Confidential Information from unauthorized use or disclosure, but in no event less than the efforts that it ordinarily uses with respect to its own proprietary information of a similar nature and importance. Customer may disclose Confidential Information only to those of its employees who have a bona fide need to know such Confidential Information for the performance of this Agreement; provided, that each such employee first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement.

6. ADDITIONAL PROVISIONS.

6.1. Orders. Corelight reserves the right to accept or decline any request for Equipment or Software. Corelight shall have no liability whatsoever in the event that it decides to decline any request for Equipment or Software submitted by Customer.

6.2. Customer Data. Customers are responsible for wiping all of the customers' data from all devices after each evaluation.

6.3. Shipping. Corelight will pay insured shipping to Customer, and Customer will pay insured shipping back to Corelight upon termination of the Evaluation Period.

6.4. Indemnity. Customer agrees to indemnify and hold harmless Corelight 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 Customer.

7. WARRANTY DISCLAIMER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY EQUIPMENT AND/OR SOFTWARE PROVIDED UNDER THIS AGREEMENT ARE BEING PROVIDED "AS IS." CORELIGHT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

8. LIMITATION ON LIABILITY.

IN NO EVENT WILL CORELIGHT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE INSTALLATION OR USE OF OR INABILITY TO USE THE EQUIPMENT OR SOFTWARE OR FOR ANY ERROR OR DEFECT IN THE EQUIPMENT OR SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CORELIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. TERM AND TERMINATION.

9.1. Term. The term of this Agreement will be for a period of two (2) years from the Effective Date, unless sooner terminated as provided below.

9.2. Termination. Either party may terminate this Agreement at any time, with or without cause, upon five (5) days' written notice to the other party. Corelight may terminate this Agreement immediately upon written notice to Customer in the event that Customer breaches or infringes or otherwise violates Corelight's Intellectual Property Rights.

9.3. Effect of Termination. Upon any termination or expiration of this Agreement: (a) the rights and licenses granted to Customer under this Agreement will automatically terminate; (b) Customer will return to Corelight any Confidential Information in Customer's possession or control, and an officer of Customer will certify in writing to Corelight that it has complied with the foregoing; and (c), within five (5) days after any such termination or expiration, Customer will, at its expense, return to Corelight all Equipment and Software (including any copies) in Customer's possession. Customer will be responsible to pay all shipping, insurance, and other charges required to return the Equipment and Software, and shall bear the risk of loss in transit. If any Equipment or Software is not returned within the timeframe set forth above, or if any Equipment is returned in other than good condition (reasonable wear and tear excepted), Customer agrees to pay the then current price for such Equipment and/or Software upon receipt of Corelight's invoice.

9.4. Survival. The provisions of Sections 3, 4, 5, 6, 7, 8 and 9 will survive any termination or expiration of this Agreement.

10. GENERAL PROVISIONS.

10.1. Assignment. Customer may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of Corelight. Any attempted assignment without such consent will be null and of no effect.

10.2. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, USA (excluding its body of law controlling conflicts of law). The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Alameda County, California and the parties hereby consent to the personal jurisdiction and venue therein.

10.3. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be

enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect.

10.4. Waiver. The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default.

10.5. Notices. All notices required or permitted under this Agreement will be in writing and delivered in person, by confirmed facsimile transmission, by overnight delivery service, or by registered or certified mail, postage prepaid with return receipt requested, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below or to such other address as may be specified by either party to the other in accordance with this Section.

If to Corelight:

Corelight, Inc.
111 New Montgomery Street, 7th Floor
San Francisco, CA 94105
Email: legal@corelight.com

If to Customer:

Attention:
Telephone:

10.6. Entire Agreement. This Agreement and the attached exhibits constitute the entire and exclusive agreement between the parties pertaining to the subject matter hereof, and supersede any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

10.7. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

Corelight, Inc.	
By (sign):	By (sign):
Print Name:	Print Name:
Title:	Title:
Date:	Date: