

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**”) and sets forth the rights and obligations concerning an evaluation of BigID’s software product.

1. **Background and Term.** Evaluator desires to evaluate the on-premise software or SaaS software described in **Exhibit A** (the “**Software**”). Evaluator will pay BigID the fees, if any, described in **Exhibit A**. 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 further business discussions or any commercial relationship.

2. **License.** BigID hereby grants to Evaluator a royalty-free, nonexclusive, non-transferable, non-sublicensable license to use and/or access such Software, as applicable, in accordance with the terms of the Software documentation, solely for Evaluator’s internal purpose of evaluating the performance and functionality of the Software and for no other purpose. 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 (or any related user manuals or documentation) or any portion thereof, in any form; (b) modify, create derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to recreate, derive or expose the source code for the Software; or (c) publish or disclose to any third party any performance or benchmark tests or analyses relating to the Software or the use thereof or use the Software to develop a competitive product.

3. **Evaluator Data.** In connection with support activities, Evaluator may provide BigID with telemetry access to the Software, as applicable, to collect operational and performance data relating to the Software and Support activities including diagnostic, usage and related technical data; data regarding Evaluator’s containers (Disk, IO, RAM, CPU, Network) servicing and hosting the Software; and collecting Evaluator support logs (such data whether provided by telemetry or manually shall be referred to herein as “**Evaluator Usage Data**”). Evaluator shall not provide BigID with access to personal information or data in the support logs, except for Evaluator’s employees and representatives’ business contact details (e.g. name, business email, business phone, professional title). To the extent Evaluator makes any Evaluator Usage Data available to BigID, Evaluator hereby grants BigID a limited, non-exclusive, non-transferable license to use and reproduce such Evaluator data solely for the purpose of (i) performing BigID’s services and support obligations in connection with this Agreement, and (ii) improving the Software. In addition, BigID shall have the right to use metadata derived from Evaluator data to create (i) high level, generic, anonymous, statistical and/or benchmarking data (“**Statistical Data**”) for aggregation with other customer information (the “**Aggregated Data**”) provided that such Aggregated Data does not identify and cannot be used to identify, reveal or be traced back to Evaluator, an individual user, any Evaluator system or any specific Evaluator data and Evaluator hereby grants BigID a perpetual, irrevocable, fully paid-up, worldwide right to use, copy, modify, create derivative works of, publish, and exploit the Statistical Data as incorporated into the Aggregated Data solely for BigID’s internal business purpose of improving, optimizing, and monitoring the performance of the Software and Services and for the purpose of creating benchmarking data. BigID shall not sell or transfer the

Statistical Data or Aggregated Data to any third party, provided that BigID may disclose such data to its and its affiliates’ representatives and subcontractors. Evaluator shall be responsible for obtaining any consents, approvals, permissions and/or licenses necessary to grant BigID the rights to the Evaluator data made available hereunder.

4. **Title.** BigID shall retain 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.

5. **Feedback.** BigID may periodically request that Evaluator provide, and Evaluator agrees to provide to BigID, feedback regarding the use, operation and functionality of the Software (“**Feedback**”). Evaluator hereby assigns to BigID all rights in the Feedback to the extent related to the Software and agrees that BigID shall have the right to use the Feedback and related information in any manner it deems appropriate. Evaluator provides the Feedback “as is” without warranty of any kind.

6. **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, at BigID’s option, either return all copies of the Software or securely destroy the Software, and upon request, shall certify to such return or destruction. Those obligations that by their nature are intended to survive shall survive any termination or expiration of this Agreement to the extent necessary to protect the rights of the parties.

7. **Disclaimer of Warranties.** The Software is 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. BIGID DOES NOT WARRANT THE COMPLETENESS OR ACCURACY OF ANY INFORMATIONAL CONTENT OR DATA RELATING TO THE SOFTWARE.

8. **Confidentiality.** 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 or other) 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 BigID 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 prior to 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 for the purpose of performing its obligations and exercising 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

9. **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; or (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.

10. **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 WITH THE USE OF THE SOFTWARE OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF BIGID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **General.**

11.1 **Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of New York, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Evaluator hereby expressly consents to the personal jurisdiction and venue in the state and federal courts in New York, New York.

11.2 **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11.3 **No Assignment.** This Agreement, and Evaluator's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by Evaluator without BigID's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

11.4 **Notices.** Each party shall deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed below by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its address for receipt of notice by giving notice of such change to the other party. Notices to BigID shall be to the attention of its legal department with a copy to legal@bigid.com.

11.5 **Export.** Evaluator agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from BigID, or any products utilizing such data, in violation of the United States export laws or regulations.

11.6 **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.7 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

11.8 **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Evaluator and a duly authorized officer of BigID.

SIGNATURE PAGE TO FOLLOW

In WITNESS WHEREOF, the parties have caused this Software Evaluation Agreement to be executed by their duly authorized representative.

EVALUATOR:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

BIGID INC.:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Exhibit A

Software Name:

BigID

Software Description: BigID Data Discovery foundation software including Cataloging, Classification, Clustering, and Correlation. The minimum system requirements for the Software are set forth in the Software documentation.

Fees: