

FDT GROUP AISBL

Evaluation Developer Tool Agreement

1. This agreement provides a license to use FDT Group Common Components for evaluation for the period of 180 days.
2. FDT Group will provide the Company with the Evaluation Tools identified above and all related files and/or documentation for the Evaluation Term. FDT Group has the right to terminate the evaluation at any time for any reason and remove (or remove access to) the Evaluation Tools prior to the agreed upon completion of the Evaluation Term. FDT Group will use reasonable efforts to provide advance notice of such termination.
3. Company agrees to use the Evaluation Tools for use as authorized by FDT Group in a testing (non-production) environment, and to provide FDT Group with any material findings and complete any reasonably requested reports during and upon completion of the Evaluation Term.
4. FDT Group grants to Company a temporary, limited license to access and use the Evaluation Tools on an internal preview basis including any firmware included in the Evaluation Tools. Company agrees to be bound by all license agreements, including third-party agreements, required to use or access the Evaluation Tools.
5. Company acknowledges that, for some Evaluation Tools, FDT Group may obtain, receive, or collect certain data or information to enable use of the Evaluation Tools. Such data includes but is not limited to, contact information, computer system, FDT Group membership status, Evaluation Tools being developed, login and transaction history, usage telemetry, and other design, operations, and maintenance data (collectively, the "Data"). By using the Evaluation Tools (if applicable), Company grants FDT Group a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, or reproduce the Data to facilitate the performance of and sales and services related to the Evaluation Tools by FDT Group to facilitate or improve use of the Evaluation Tools (including in support of FDT Group marketing and sales activities). FDT Group and its affiliates may also use the Data in the aggregate, in a form which does not identify Company, to improve the Evaluation Tools and services (including by sharing anonymous aggregate Data with third-party suppliers and service providers). FDT Group and its affiliates are not responsible for, or liable for, the deletion of or failure to store any of the Data, programs and other communication maintained or transmitted through use of the Evaluation Tools. Pursuant to applicable laws, FDT Group may process and store Data anywhere FDT Group or its agents maintain facilities. FDT Group will treat personal data in accordance with FDT Group's current privacy policy. By using the Evaluation Tools, the Company consents to this processing and storage of Data. FDT Group will not assume any obligations nor responsibility to make any Data connections. Such Data connections require an internet connection and suitable software and hardware to connect to and access the Evaluation Tools.
6. FDT Group retains full ownership and title to all Evaluation Tools and related documentation. Company shall maintain the Evaluation Tools free of any liens, attachments or other encumbrances. No rights or licenses are granted other than those set forth in this Agreement. Company grants to FDT Group a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use any feedback Company provides regarding the Evaluation Tools, even if Company has designated the feedback as confidential. FDT Group will be entitled to use the feedback without restriction or compensation to the Company.
7. The company may not lease sub-lease, assign, license, sub-license or otherwise transfer or dispose any of the Evaluation Tools without the prior written consent of FDT Group. The company may not assign or otherwise transfer access rights to the Evaluation Tools without the prior written consent of

FDT Group. Any reverse assembly, reverse engineering, decompilation, and creation of derivative works based on the Evaluation Tools by Company is prohibited.

8. As applicable, at termination of this Agreement: i) Company's access to the Evaluation Tools will cease; ii) within ten (10) days of the termination of this Agreement, Company agrees to verify the complete deletion, destruction or removal of all software Evaluation Tools and documentation stored on any computer-readable medium.
9. Company acknowledges that Evaluation Tools provided under this Agreement are FDT Group's Confidential Information and are covered by effective or pending copyrights, patents, trademarks and/or trade secrets of FDT Group, and Company agrees to maintain confidentiality by not disclosing Evaluation Tools or documentation to any third party without the prior written consent of FDT Group and to protect the confidentiality of the Evaluation Tools as it would Company's own confidential information. Company agrees that its obligation of confidentiality under this paragraph shall survive expiration or termination of this Agreement.
10. FDT Group will not assume any obligations nor responsibility to make any Data connections. Such Data connections require an internet connection and suitable software and hardware to connect to and access the Evaluation Tools. Company is responsible for internet connectivity between the local network and the internet, and Product connections to properly segmented or isolated networks.
11. Company agrees that Evaluation Tools provided under this Agreement are for evaluation purposes only, and may not be used to design, build, or commercialize a product based on these evaluation tools. This Agreement shall in no way be construed as a commitment by FDT Group at any time to manufacture and/or offer Evaluation Tools or other FDT Group Development Tools for sale. There is no explicit or implicit service level agreement associated with using the Evaluation Tools. FDT Group may provide documentation and or instructions, which reflects the operation of the Evaluation Tools as closely as possible, but the Company acknowledges that discrepancies may exist between the Evaluation Tools and supporting documentation or instructions. FDT Group does not warrant that the functions contained in the Evaluation Tools will meet Company's requirements. The company agrees not to make any modifications to the Evaluation Tools, except as otherwise agreed in writing by FDT Group. The company agrees to use all Evaluation Tools only in accordance with the instructions and only for the intended usages identified in the documentation.
- 12. UNLESS IDENTIFIED OTHERWISE ABOVE COMPANY AGREES THAT EVALUATION TOOLS SHALL BE USED ONLY IN A NON-CRITICAL, NON-PRODUCTION DEVELOPMENT, AND EVALUATION ENVIRONMENT. USE OF THESE EVALUATION TOOLS DOES NOT ENABLE THE COMPANY'S PRODUCTS(S) USING THEM TO BE COMMERCIALIZED WITHOUT CONSENT FROM THE FDT GROUP AND CERTIFICATION TESTING BY A FDT GROUP CERTIFYING AGENCY OR METHOD.**
- 13. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. THE EVALUATION TOOLS ARE PROVIDED "AS IS". FDT GROUP DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FDT GROUP EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON- INFRINGEMENT AND EXPRESSLY DOES NOT WARRANT THAT THE EVALUATION TOOLS, IN WHOLE OR IN PART, WILL BE ERROR FREE OR FREE FROM SECURITY VULNERABILITIES. IN NO EVENT SHALL FDT GROUP BE LIABLE FOR (i) LOST PROFITS, LOST SAVINGS, DOWNTIME, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR (ii) ANY PERSONAL INJURY, PROPERTY DAMAGE OR ENVIRONMENTAL DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY OR IN TORT INCLUDING NEGLIGENCE.**
- 14. COMPANY AGREES TO INDEMNIFY AND HOLD FDT GROUP HARMLESS FROM ALL COSTS, AWARDS, DAMAGES, EXPENSES AND FEES (INCLUDING ATTORNEYS FEES) RESULTING FROM**

OR RELATED TO ANY THIRD-PARTY CLAIMS (INCLUDING EMPLOYEES AND AGENTS OF COMPANY) AGAINST FDT GROUP, ITS DISTRIBUTORS, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR ENVIRONMENTAL DAMAGE RELATED TO OR RESULTING FROM THE USE OF THE EVALUATION TOOLS.