PARTNER EVALUATION AGREEMENT

THIS AGREEMENT (THE "**AGREEMENT**") IS ENTERED INTO THIS ___ DAY OF _____, 2024 ("**EFFECTIVE DATE**") BETWEEN BIGID INC., A DELAWARE CORPORATION HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 379 WEST BROADWAY FL 2, NEW YORK, NY 10012 ("**BIGID**") AND _____, A _____, HAVING ITS PRINCIPAL PLACE OF BUSINESS AT _____ ("**PARTNER**") RELATING TO PARTNER'S USE OF THE BIGID SOFTWARE FOR EVALUATION AND DEMONSTRATION PURPOSES AS SET FORTH HEREIN.

1.   **1. Definitions**. Capitalized terms have the meanings set forth as follows: "**Affiliate**" of an entity means any other entity that directly or indirectly, controls, is controlled by, or is under common control with such entity, for so long as such control exists. The term "**control**" means ownership of more than fifty percent (50%) of the voting securities of an entity. "**Applicable Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction applicable to a party's performance under this Agreement including without limitation any data privacy and or data protection laws ("**Data Protection Laws**"). "**BigID Property**" means any technical information, technology, content, dashboards, screens, document or report templates, techniques, ideas, methods, processes, data, software, algorithms interfaces, utilities, documents, designs, user interfaces, trade secrets, know-how, intellectual property, information or materials of any kind (regardless of form) which has been or is acquired, created, developed or licensed by BigID prior to or outside the scope of this Agreement and any improvement, modification or other derivative works thereof whenever created, and all Intellectual Property Rights to the foregoing; and expressly includes, without limitation, the Software and Documentation. "**Data Source**" means number of logical data source elements monitored inside the BigID UI provided that a source element can range from a data store to a data schema and logical data sources are not to exceed 1TB of data volume per logical data source. "**Evaluation Data**" means any Partner or End Client data, information or software, input or output in connection with Partner's authorized use of the Software, excluding BigID Property. "**Documentation**" means the applicable specifications and user documentation accompanying the Software that BigID makes available to Partner. "**Dummy Data**" means any Evaluation Data which is publicly available data. "**End Client**" means a potential or existing end client of Partner who is a prospect for purchasing a Software license. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world "**Software**" means BigID's proprietary data privacy and governance software and other related software and applications as made available by BigID to Partner from time to time. "**Partner Site**" a site owned or controlled by Partner or its Affiliate. "**Personal Information**" is information that identifies or could be used to identify an individual or relates to an identifiable person and expressly includes "Personal Information" or "Personal Data" as such terms are defined in any applicable of the Data Protection Laws. "**Representatives**" means, with respect to a party, that party and its Affiliates' respective employees, officers and directors, consultants, agents, independent contractors, subcontractors and

legal advisors. "**Support**" means the support services described in Section 5.1 (Support) hereof.

2.

                                                                Delivery. Any copies of the Software and Updates delivered hereunder shall be provided in executable code and delivered electronically to Partner.

3.   Software Evaluation License. During the term of this Agreement, BigID grants Partner a non-exclusive, non-sublicensable, non-transferable, limited license to access and use the Software solely for Partner's internal evaluation purpose and/or demonstration to prospective End Clients for the specific use cases and subject to the license restrictions as set forth below:

3.1   Sandbox Evaluation and Demonstration License. Partner shall have the right to access and use the BigID Software, as hosted by BigID, using Dummy Data solely for Partner's and its Affiliates' demonstration purposes to End Clients.

3.2   Showcase Demonstration License. Partner shall have the right to install a copy of the Software at a Partner Site for use with Dummy Data solely for Partner's and its Affiliates' demonstration purposes to End Clients.

3.3   POC Evaluation License. Partner shall have the right to (a) install a copy of the Software at a Partner Site or (b) access and use the BigID Software, as hosted by BigID (hosting fees may apply), for the purpose of performing a proof of concept ("**POC**") for a specific named End Client using Evaluation Data, solely for such End Client's evaluation purposes and not for any commercial purpose. Each End Client POC shall be limited to (i) 30 days from the start date of the POC, provided that BigID may extend such evaluation period via email approval; and (ii) for use with no more than 4 Data Sources in total per End Client; provided, that, BigID may authorize additional Data Sources via email approval (additional hosting fees may apply). Partner will pay BigID the fees, if any, described in Exhibit A hereto (which may be amended from time to time by the parties) for the applicable POC. Partner is required to notify BigID's applicable Partner Manager via email of the name of the End Client and the start date of the POC. Use of the Software shall be managed by Partner. Partner shall enter into a confidentiality agreement with each End Client which includes confidentiality and use restrictions substantially similar to the terms set forth herein. Partner shall be responsible for its Affiliates and their respective End Clients' compliance with the applicable terms of this Agreement.

3.4   Use Restrictions & Safeguards. Partner's use of the Software shall be in accordance with the Documentation. Except as this Agreement, Partner may not, and may not permit any other individual or entity to: (i) copy the Software, in whole or in part, except that Partner may make a reasonable number of copies for its authorized use and back-up of the Software; (ii) modify, translate, or otherwise prepare derivative works of or improvements to the Software or Documentation; (iii) rent, lease, loan, sell, sublicense, distribute, publish, transfer or otherwise make the Software available to any third party, or use the Software on behalf of or for the benefit of any third party, including on or in connection any time-sharing, service bureau, software as a service, or other similar service; (iv) reverse engineer, disassemble, decompile or attempt to re-create the Software or otherwise attempt to derive or gain access to the source code of the Software; (v) bypass or breach any security device or protection relating to the Software; (vi) remove, or modify any Intellectual Property Rights' notices or symbols on the Software or Documentation; (vii) publish or disclose to any third party the results of any benchmarking or competitive analysis of the Software; or (viii) use the Software to develop a competing software product or service. Partner shall restrict access to the Software to its Representatives whose duties require such access or use in connection with the authorized use.

4.   Tracking.   Partner shall use the tracking and monitoring feature in the Software to verify Partner's usage complies with the authorized use restrictions set forth in this Agreement. Upon request, Partner shall provide a

report to BigID via electronic means with confirmation of the applicable licensing metrics being used by Partner for each End Client over such reporting period.

5. <u>**Support**</u>.

1.   5.1   <u>Updates & Support</u>. During the Term, BigID will make available to Partner all Updates to the Software. Partner will install all Updates promptly as soon as practicable upon their release. BigID will provide Support to Partner during the hours of 8AM – 8PM EST. All Support requests shall be submitted to the BigID Partner Manager.

2.   5.2   <u>Evaluation Data</u>. In connection with Support activities, Partner shall provide BigID with telemetry access to the Software to collect operational and performance data relating to the Software and Support activities including diagnostic, usage and related technical data; data regarding Partner's containers (Disk, IO, RAM, CPU, Network) servicing and hosting the Software; and collecting Partner support logs. Partner shall not6. provide BigID with access to Personal Information in the Support logs, except for Partner's Representatives' or End Client business contact details (e.g. name, business email, business phone, professional title). To the extent Partner makes any Evaluation Data available to BigID, Partner hereby grants BigID a limited, non-exclusive, non-transferable license right to use and reproduce such Evaluation Data solely for the purpose of (i) performing BigID's Services and Support obligations under this Agreement, and (ii) tracking and improving the Software performance. In addition, BigID shall have the right to use metadata derived from Evaluation Data to create (i) high level, generic, anonymous (, statistical and/or benchmarking data ("*Statistical Data*") for aggregation with other Partner information (the "*Aggregated Data*") provided that such Aggregated Data does not identify and cannot be used to identify, reveal or be traced back to Partner, a User, any Partner System or any specific Evaluation Data and Partner 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, except to its Representatives and subcontractors as authorized herein. Partner shall be responsible for obtaining any consents, approvals, permissions and/or licenses necessary to grant BigID the rights to the Evaluation Data made available hereunder.

3.   **6.**   <u>**Confidentiality**</u>.

4.   6.1   <u>Confidential Information</u>. 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, Partners and suppliers of a party and expressly includes without limitation (i) with regard to Partner, the Evaluation Data; and (ii) with regard to BigID, the BigID Property. 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 who did not receive such information directly or indirectly from the Disclosing Party; or (d) was or is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

5.   6.2   <u>Protection of Confidential Information</u>. 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. Except as authorized in this Agreement, the Receiving Party will not disclose the Disclosing Party's Confidential Information to a third party other than to its Representatives 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.

6.3   <u>Feedback</u>. Any ideas, suggestions, guidance or other information shared by Partner with BigID which is derived from or related to the Software shall be collectively deemed "*Feedback*." BIGID shall own all Feedback, including all intellectual property rights therein.

7. <u>**Intellectual Property Rights**</u>.

7.1   <u>Ownership of BigID Property and Work Product</u>. Partner acknowledges and agrees that as between BigID and Partner, BigID owns and retains all right, title and interest in the BigID Property.

7.2   <u>Ownership of Evaluation Data</u>. BigID acknowledges and agrees that as between BigID and Partner, Partner shall own all right, title and interest in any Evaluation Data including, all related Intellectual Property Rights therein. BigID shall not use or copy such Evaluation Data except as expressly permitted hereunder.

8. <u>**Representations & Warranties**</u>.

8.1   <u>Open Source</u>. The Software includes certain open source components. BigID represents and warrants that such open source software components will not contain any license or other terms that require that other software or documentation incorporating or used with such software be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge

8.2   <u>Disabling Software</u>. BigID represents and warrants that it shall use generally accepted industry best designed to prevent the Software, as delivered, from containing any program routine, device, or other undisclosed feature, that is intentionally designed to cause harm to Partner's systems.

8.3   <u>Limited Software Warranty</u>. BigID represents and warrants to Partner that the Software will substantially conform to the specifications set forth in the Documentation, when installed, operated and used in accordance with the Documentation and this Agreement. If Partner notifies BigID of a breach of the warranty set forth in this Section 8.3, BigID will, at its expense, as Partner's sole and exclusive remedy for breach of such warranty, use reasonable efforts to correct the Software.

8.4   <u>DISCLAIMER OF WARRANTIES</u>. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, BIGID HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING WITHOUT LIMITATION COURSE OF DEALING, USAGE OR TRADE PRACTICE, ACCURACY OR COMPLETENESS OF DATA OR INFORMATIONAL CONTENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

9. <u>**Indemnification**</u>.

9.1   <u>BigID Indemnification</u>. BigID will indemnify, defend and hold harmless Partner and its Representatives (each, including Partner, a "**Partner Indemnitee**") from and against any and all losses, damages, liabilities, claims, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, incurred by the Partner Indemnitee arising out of any claim or action by a third party to the extent that such Losses arise from any allegation that the Software infringes any third party Intellectual Property Right. The

foregoing duty to defend and indemnify does not apply to the extent arising out of or relating to any: (i) open source components; (ii) modification of the Software by Partner or a third party; (iii) failure to implement any Update or replacement of the Software made available to Partner by BigID; (iv) use of the Software other than in compliance with the Documentation and/or Agreement; or (v) use of the Software in combination with any Partner or third party software, system, hardware or data. If the Software is, or in BigID's opinion is likely to be or is claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, BigID may, at its option and sole cost and expense: (i) obtain the right for Partner to continue to use the Software as contemplated by this Agreement; (ii) modify or replace the Software, in whole or in part, while providing materially1. equivalent functionality; or (iii) if the remedies set forth above are not available on commercially reasonable terms, terminate the affected Software licenses effective immediately on written notice to Partner.

9.2   Indemnification Procedure.   Partner will2. promptly notify BigID of any action for which such party seeks indemnification and will cooperate with the BigID in such defense. BigID has sole authority and control over the defense and settlement of such action, at its sole cost and expense.

9.3   Sole Remedy.   THIS SECTION 9 SETS FORTH PARTNER'S SOLE REMEDIES AND BIGID'S SOLE LIABILITY FOR ANY CLAIMS THAT THE SOFTWARE AND/OR DOCUMENTATION INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

2.   **10.** **Limitations of Liability**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY ARISING OUT OF (I) EITHER PARTY'S BREACH OF CONFIDENTIALITY (SECTION 6); (II) A PARTY'S INDEMNITY OBLIGATIONS; (III) A PARTY'S RIGHTS FOR VIOLATION OR INFRINGEMENT OF ITS INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL (A) EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, LOSS OF OR DAMAGE TO DATA OR SOFTWARE, LOSS OF PROFITS OR REVENUE, LOSS OF GOODWILL OR REPUTATION, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF THE THEORY OF LIABILIITY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE; OR (B) THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, IN EACH CASE REGARDLESS OF THE THEORY OF LIABILIITY INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL OF $50,000. The exclusions and limitations in this Section 10 shall not apply. Nothing contained herein shall limit a party's rights or remedies under statutory law for violation of its intellectual property rights.

3.   11. **Term and Termination**. This Agreement will continue in effect unless and until terminated in accordance with the terms hereof. Either party may terminate this Agreement for any reason upon 60 days prior written notice. In addition, either party may terminate this Agreement if the other party fails to cure a material breach of this Agreement within thirty (30) days after receiving written notice of the breach from the non-breaching party. Upon termination of this Agreement: (i) Partner shall immediately cease all use of the Software; and (ii) within fifteen (15) days, Partner shall deliver to BigID, or at BigID's written request destroy, and permanently erase from all devices and systems (including End Client's devices and systems), the Software, the Documentation and BigID's Confidential Information and, upon request, certify to BigID in writing that it has complied with the requirements of this Section. Any right, obligation or provision under this Agreement arising prior to termination or that, by its nature should survive termination or expiration of this Agreement, will survive any such expiration or termination.

4.   **12.** **Miscellaneous**.

5.   12.1   Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing under this Agreement (except for any payment obligation), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, civil unrest, embargoes or blockades in effect on or after the date of this Agreement, passage of Applicable Law, export or import restriction, power or telecommunications failure.

12.2   Trademarks & Public Announcements. Neither party will issue any announcement, statement, press release or other publicity relating to this Agreement or use the other party's trademarks, service marks, trade names, logos, or domain names, without the prior written consent of the other party.

12.3   Assignment. Except as otherwise expressly provided herein, neither party may assign, transfer or delegate this Agreement, or any of its rights or obligations hereunder (in whole or in part) except with the prior written consent of the other party; provided, however that either party may assign this Agreement, without the other party's consent but with prior written notice, in whole (but not in part) to a successor in interest to the business of such party in connection with a merger, sale of substantially all of its assets, change of control or by operation of law, or to an Affiliate, provided that the non-assigning party may terminate this Agreement immediately upon written notice. The terms of this Agreement shall be binding upon the permitted successors and assigns of each party. BigID may use subcontractors in connection with the performance of the Support provided that BigID shall be responsible for the acts and omissions of its subcontractors to the same extent as it would be responsible hereunder for its own acts and omissions. Any purported assignment, delegation or transfer in violation of this Section is void.

6.   12.4   Relationship of the parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

7.   12.5   No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, confers on any other party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8.   12.6   Export Regulation. Partner will not itself, or permit any other party to, export, re-export or release, directly or indirectly the Software to any country, jurisdiction or party which: (a) is prohibited by Applicable Law; or (b) without first completing all required undertakings (including obtaining any necessary export license or other governmental approval).

12.7   Governing Applicable Law; Jurisdiction. This Agreement is governed by and construed in accordance with the l laws of the State of New York without regard to its conflict of laws principles. Any legal action or proceeding arising out of or related to this Agreement will be instituted exclusively in the federal or State courts having jurisdiction over New York County, New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the transactions contemplated by this Agreement. The Uniform Computer Information Transactions Act ("**UCITA**") will not apply to this Agreement regardless of when and howsoever adopted, enacted and further amended under the governing state laws.

12.8   Equitable Remedies. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its licensing, confidentiality or intellectual property obligations would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to seek equitable relief, including in an injunction, specific

performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such equitable remedies are not exclusive.

1.   12.9   <u>Notices</u>. All legal notices related to notice of breach, termination or legal claim, shall be in writing and delivered by personal delivery, or by internationally recognized overnight delivery service and will be deemed given on the date of delivery when delivered personally or one (1) business day after deposit for next day delivery with overnight delivery service. All other notices may be delivered by the same means as legal notices or via electronic mail, and if sent via email, will be deemed given upon transmittal. Legal notices will be sent to the addresses set forth at the outset of the Agreement.

2.   12.10   <u>Severability</u>. If any provision of this Agreement is found to be invalid or otherwise unenforceable, the Agreement will remain fully effective and the parties will be bound by obligations which approximate, as closely as possible, the effect of the provision found invalid or unenforceable.

3.   12.11   <u>Entire Agreement; Waiver & Amendment and Other</u>. This Agreement, together with all attached exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, proposals, representations and warranties, both written and oral, with respect to such subject matter. Any waiver, amendment, or modification of any right or remedy, in whole or in part under this Agreement will not be effective unless expressly agreed to by both parties in writing or electronic form. If signed, this Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BIGID, INC.

By (SIGNATURE): _____

Name (PRINTED):_____

Title: _____

PARTNER: [_____]

By (SIGNATURE): _____

Name (PRINTED):_____

Title: _____

<u>EXHIBIT A</u>

FEES

BigID will invoice Partner for all fees in-full in advance on the POC Start Date with respect to the applicable End Client as set forth in the table below (which table may be amended from time to time by the parties). Partner will pay all correct and accurate invoices within thirty (30) days of the invoice date. Partner will make all payments in US dollars.

END CLIENT	FEES	POC START DATE