

Relock, Inc.

Software Evaluation License Agreement

Effective Date: Effective when the Software is made available via download or otherwise

Company: Relock, Inc.

Evaluation Licensee: The business entity that will use the Software ("You" or "Licensee")

1. Scope and Acceptance

This Software Evaluation License Agreement ("Agreement") governs your limited evaluation use of certain proprietary cybersecurity software made available to you by Relock, Inc. ("Relock"), along with any related documentation, updates, license keys, or evaluation materials (collectively, the "Software").

By installing or using the Software, you confirm that you are authorized to accept this Agreement on behalf of your organization and that you agree to all the terms herein. If you do not agree, do not install, use, or access the Software.

2. License Grant and Restrictions

2.1 Grant of License

Subject to your compliance with this Agreement, Relock grants you a non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Software in your non-production environment for the sole purpose of evaluating and testing its functionality for potential future purchase, or supporting Relock development activities.

2.2 License Key Requirement

You may not use the Software unless you have received a valid, non-shareable license key from Relock. You agree not to share or distribute this license key with any third party.

2.3 License Term

The evaluation license is valid for six (6) months from the date the Software is first made available to you, unless terminated earlier as specified in Section 8.

2.4 Use Limitations

You shall not, and shall not permit any third party to:

- Use the Software in any live or production environment;
- Sell, rent, lease, sublicense, or distribute the Software or any access credentials;
- Transfer or assign this Agreement or any rights hereunder without Relock's prior written

consent;

- Modify, adapt, or create derivative works based on the Software;
- Use the Software to develop competing products;
- Share access to the Software outside your organization, except as permitted in Section 3;
- Share, or publish the results of any evaluation or testing of the Software without Relock's prior written consent;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the Software.

3. Authorized Users and Third Parties

You may permit your employees or authorized contractors to use the Software solely on your behalf and for the purposes permitted under this Agreement. You are responsible for any acts or omissions by such users that would constitute a breach of this Agreement if committed by you.

4. Confidentiality

The Software and any related performance data, documentation, or information provided by Relock shall be treated as confidential. You agree to maintain such information in confidence using at least the same degree of care you use to protect your own confidential information, but no less than a reasonable standard. These obligations will continue for three (3) years after termination of access to the Software.

Confidentiality obligations related to unreleased Relock products and technical details shall survive indefinitely.

5. Feedback and Ownership

If you provide Relock with suggestions, ideas, or other feedback about the Software or its operation ("Feedback"), Relock may use such Feedback without restriction or obligation to you. You grant Relock a non-exclusive, perpetual, irrevocable, royalty-free license to use, modify, distribute, and commercialize any such Feedback.

All rights in and to the Software remain the sole property of Relock or its licensors. No rights are granted except as expressly set forth herein.

6. Compliance Verification

Relock may reasonably request, and you agree to provide, written confirmation of your compliance with this Agreement. You also agree to cooperate with any related inquiries by providing requested records or certifications.

7. Support and Updates

Relock does not provide maintenance or support services under this Agreement. Any such services may be offered under a separate written agreement.

8. Termination

This Agreement and the license granted herein will automatically terminate upon expiration of the evaluation term or earlier if you fail to comply with any provision of this Agreement. Upon termination, you must immediately cease use of the Software and destroy all copies in your possession.

Certain provisions that by their nature should survive termination—including Sections 4 (Confidentiality), 5 (Feedback and Ownership), 9 (Limitations of Liability), and 11 (Governing Law)—will remain in effect.

9. Limitations of Liability

To the fullest extent permitted by applicable law:

- Exclusion of Damages: Relock shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages arising from or related to this Agreement, including lost profits, loss of use, or loss of goodwill.
- Liability Cap: In no event shall Relock's total cumulative liability exceed \$100 USD
- Data Responsibility: You are solely responsible for backing up your data.

10. Third-Party Components

The Software may include or incorporate third-party software governed by separate open-source or proprietary license terms. Such terms apply independently of this Agreement, and Relock makes no warranty concerning such components.

11. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of Delaware, excluding its conflict-of-laws principles. Any legal actions arising from this Agreement shall be brought exclusively in the state or federal courts located in Harris County, Texas, and the parties submit to the personal jurisdiction of such courts.

12. General Terms

- Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the evaluation of the Software.
- Amendments: This Agreement may only be amended in writing signed by both parties.

- Waiver and Severability: No failure to enforce any right shall constitute a waiver. If any part of this Agreement is held unenforceable, the rest shall remain in effect.
- Independent Contractors: The parties are independent contractors, and nothing herein creates an agency or partnership.
- Notices: The parties will provide all legal notices under this Agreement in writing. You must provide notices to Relock at hi@relock.security.