1. **Definitions.**

All capitalized terms not defined in this Agreement or herein will have the meaning ascribed in the Terms of Service (herein defined).

“Documentation” shall mean all documentation related to the Services and necessary for you to access and use the Services in accordance with the access granted hereunder, that may be provided by SafeNet to you from time to time.

“Evaluation” shall mean the functional testing of the Solution in a non-production environment, by you, being enabled through the access to the Services granted to you for the Term of this Agreement (as hereinafter defined).

“Service” means the **Data Protection On Demand** service being accessed by you, as further described at https://supportportal.gemalto.com/csm/?id=kb_article&sys_id=13b65dd5db295344d298728dae961944 for the purpose of the Evaluation and for the Term of this Agreement.

“Solution” means the **Data Protection On Demand** Solution that enables provision of the Services to you, or to its authorized End Users, for the purpose of the Evaluation.

“Term” shall mean thirty (30) days unless otherwise agreed to by the parties.

“Territory” shall mean the territory where you are intending to use the Services.

2. **Access grant.** Upon acceptance of this Agreement by you, the Contracting Entity as defined in Section 19 of the Terms of Service (“SafeNet”) shall grant to you, during the Term defined in this Agreement, a temporary, non-exclusive, non-transferable right to access to the Services on the Territory solely for the purpose of Evaluation. For clarity, this access grant is for your internal use only and extends only to you and your authorized End Users.

3. **Terms of Service.** By accepting the terms and conditions of this Agreement, you are agreeing to abide by the Terms of Service available at https://supportportal.gemalto.com/csm/?id=kb_article&sys_id=712b5d91dbe95344d298728dae9619f0 as may be amended by SafeNet from time to time.

4. **Termination of the Agreement.** At the end of the Term the access to the Services shall cease and you and your End Users shall no longer be entitled to access and use the Services. You agree that upon termination or discontinuance for any reason, SafeNet may delete all information, keys, certificates, user material and/or any other data or information related to you or your End Users’ use of the Service and may ban its access to and use of the Services.

5. **EXCEPT AS EXPRESSLY PROVIDED IN THE SERVICE DESCRIPTION DOCUMENT, THE SERVICE IS PROVIDED TO YOU ON AN “AS IS” BASIS AND SAFENET GIVES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND IN RESPECT OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SAFENET WILL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, FAILURES OR NON-AVAILABILITY AFFECTING THE SERVICE OR THE PERFORMANCE OF ANY PRODUCTS OR SERVICES WHICH ARE CAUSED BY YOU OR THIRD PARTIES, OR ANY ERRORS OR BUGS IN SOFTWARE, HARDWARE, OR THE INTERNET ON WHICH SAFENET RELIES TO PROVIDE THE SERVICE, OR ANY THEFT OF YOUR ONLINE IDENTITY DUE TO SERVICE FAILURES, YOUR OWN NEGLIGENCE OR OTHERWISE. SAFENET MAKES NO WARRANTY THAT: THE SERVICES AND PRODUCTS WILL MEET THE CUSTOMER'S REQUIREMENTS; THE SERVICES AND PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; THE QUALITY OF ANY SERVICES OR PRODUCTS PURCHASED OR ACCESSIBLE BY THE CUSTOMER THROUGH THE SITE WILL MEET THE CUSTOMER'S EXPECTATIONS; ANY ERRORS IN THE SOFTWARE OBTAINED FROM OR USED THROUGH THE SITE, OR ANY DEFECTS IN THE SITE, ITS SERVICES OR PRODUCTS, WILL BE CORRECTED. WARRANTIES, IF ANY, WITH RESPECT TO ANY SOFTWARE SHALL ONLY APPLY AS EXPRESSLY SET FORTH IN THE APPLICABLE TERMS OF SERVICES. LICensor HEREBY EXPRESSLY DISCLAIMS ALL FURTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR
IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE.

6. The Service may contain links to, or call the servers of, third party websites or services that are not under SafeNet's control ("Third Party Sites"). As such, SafeNet is not responsible for, and makes no express or implied warranties with regard to, the information, content or other material, products or services that are contained in or are accessible through, or the policies regarding the use and privacy of, Third Party Sites. Access to and use of Third Party Sites, including information, content, material, products, and services on such websites or available through such websites, is solely at your risk.

7. **Governing Law and Venue.** This Agreement is made pursuant to and shall be construed and enforced in accordance with the chart set forth in Section 19 of the Terms of Service.