



These Terms and Conditions (the "Evaluation Terms") apply to (i) any hardware products ("Products"); (ii) any embedded software components and software applications ("Software"), and/or (iii) any support services ("Services") that you ("You" or "Evaluator") have received from Calla Technology Limited ("Calla") or its authorized channel partner ("Partner") for evaluation purposes. The Products, Software and Services are referred to collectively herein as the "Evaluation Items".

Evaluator acknowledges and agrees, as evidenced by its signature on or electronic acceptance of the Evaluation Form or acceptance of the Evaluation Items, that Evaluator has read, understood and agreed to the terms and conditions of these Evaluation Terms. CALLA'S OFFERING OF THESE EVALUATION TERMS IS EXPRESSLY CONDITIONAL ON EVALUATOR'S ASSENT TO THESE EVALUATION TERMS (INCLUDING THE TERMS OF THE EVALUATION FORM) TO THE EXCLUSION OF ALL OTHER TERMS.

By accepting the Evaluation Form and these Evaluation Terms, You hereby agree to Your conduct evidencing Your acceptance of a legally binding commitment and / or the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

1. Evaluation

- 1.1 Evaluator may use the Evaluation Items for evaluation purposes for a period of up to thirty (30) days from the date of receipt of the Evaluation Items (the "Evaluation Period"). Evaluator and Calla may, upon mutual written agreement (including via email), extend the Evaluation Period. If the Evaluation Items includes Products, any such Products shall be returned within ten (10) days of the end of the Evaluation Period, (including authorized extended periods, if any) or the Evaluator shall be invoiced for the then-current list price for the Products. If the Evaluation Items include Software, Evaluator must delete all Software and other components (including documentation) related to the Product at the end of the Evaluation Period, and confirm those deletions in writing to Calla. If the Evaluation Items include Services, Evaluator understands that Calla may suspend the Services automatically at the end of the Evaluation Period, without notice to Evaluator. Evaluator shall use the Evaluation Items strictly in accordance with the associated documentation or other instructions provided to Evaluator in writing by Calla.
- 1.2 Calla grants Evaluator a non-sublicensable, non-transferable, nonexclusive, royalty-free license to use the Evaluation Items without modification, only in accordance with the documentation supplied by Calla, and solely for Evaluator's internal testing and evaluation of the Evaluation Items for the term of the Evaluation Period.
- 1.3 All right, title, and interest in and to the Evaluation Items, including ownership of all intellectual property rights therein and thereto, shall remain at all times in Calla and its licensors.
- 1.4 Evaluator shall not make any copies of the Products or the Software.
- 1.5 Evaluator shall not alter, modify, decompile, disassemble, create other works from or reverse engineer the Evaluation Items in any manner, or otherwise attempt to discover any source code or underlying Confidential Information (as that term is defined below), nor shall Evaluator allow any third party to conduct such activities. Unless otherwise agreed in writing, any additional Products, Software or Services provided subsequent to the Effective Date pursuant to a quote or other notice in writing indicating that it is for evaluation or otherwise provided for evaluation purposes shall automatically be subject to these Evaluation Terms and added to the Evaluation Items.
- 1.6 Evaluator acknowledges that Product(s) delivered for evaluation purposes may be used and/or refurbished units.
- 1.7 Evaluator shall provide feedback in writing to Calla regarding their use and evaluation of the Evaluation Items within fourteen (14) days of the end of the Evaluation Period.

2. Ownership

Unless purchased by Evaluator, the Evaluation Items shall remain the exclusive property of Calla and its licensors. Under no circumstances shall Evaluator sell, license, sublicense, distribute, assign or otherwise transfer to a third party or encumber the Evaluation Items without Calla's prior written consent. Evaluator shall be responsible for any damage to or loss of the Products, excluding ordinary wear and tear. If Evaluator chooses to purchase the Products pursuant to Calla's standard terms and conditions of sale, Calla may sell to Evaluator the Production Units already in Evaluator's possession subject to pricing reflected in a quote provided to Evaluator by Calla or its Partner for the sale of the Products. Any and all evaluation reports and information contained in such reports are the sole property of Calla. Any developments or modifications made during the Evaluation Period by Calla or Evaluator, either independently or at Calla's direction, in any way relating to the Evaluation Items, whether or not influenced or suggested by Evaluator, are the sole property of Calla. Evaluator hereby assigns to Calla any interest it has or may acquire in any of the foregoing, as well as all related intellectual property rights; and will cooperate to perfect or further evidence such assignments.

3. Term and Termination

These Evaluation Terms shall apply from the earlier of: (i) the date of last signature on the Evaluation Form and (ii) the date of receipt of Evaluation Items by Customer (the "Effective Date"), until the end of the Evaluation Period (unless earlier terminated as set forth herein) or until the Products are returned to Calla pursuant to clause 1, whichever is later. Calla may, at its option, terminate the evaluation and these Evaluation Terms immediately upon written notice to Evaluator if Evaluator (i) fails to comply with any of these Evaluation Terms or (ii) uses an Evaluation Item other than as authorized herein. As soon as practicable following any termination or expiration of these Evaluation Terms (and in no event more than ten (10) business days thereafter), unless Evaluator purchases the Product(s), Evaluator agrees to return to Calla, at Evaluator's cost, the Product(s) and all related materials and documentation, including without limitation all Confidential Information of Calla. Notwithstanding the earlier termination or expiration of these Evaluation Terms, Sections 1.3, 1.4, 1.5, 2, 5, 6, 8 and 9 shall survive.

4. No Warranty

THE EVALUATION ITEMS ARE PROVIDED "AS IS", AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CALLA DISCLAIMS ALL WARRANTIES RELATING TO THE EVALUATION ITEMS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE. ANY DOCUMENTATION PROVIDED BY CALLA IS FOR INFORMATIONAL PURPOSES AND CALLA MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE APPROPRIATENESS, ACCURACY, RELIABILITY, USEFULNESS, COMPLETENESS OR TIMELINESS OF SUCH CONTENT.

5. Limitation of Liability and Indemnity

- 5.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, EVALUATOR AGREES THAT CALLA SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO THE EVALUATION, THE EVALUATION ITEMS OR THESE EVALUATION TERMS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, EQUITABLE OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA, BREACH OF PRIVACY OR SECURITY OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER OR NOT THE POSSIBILITY OF ANY SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY EVALUATOR OR COULD HAVE BEEN REASONABLY FORESEEN BY CALLA. IN ADDITION, CALLA SHALL NOT BE RESPONSIBLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. IN NO EVENT SHALL CALLA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE EVALUATION TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL VALUE OF THE EVALUATION ITEMS DELIVERED TO EVALUATOR FOR EVALUATION. IN ADDITION, ANY CLAIM, SUIT OR ACTION BY EVALUATOR RELATING TO THE EVALUATION ITEMS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE END OF THE EVALUATION PERIOD, OR SUCH CLAIM, SUIT OR ACTION SHALL BE LOST AND FOREVER BARRED.
- 5.2 Evaluator hereby agrees to indemnify, defend and hold harmless Calla, its affiliates, its Partner and each of its affiliate and Partner employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including without limitation, reasonable attorneys' fees, that arise from or relate to Evaluator's use of the Evaluation Items and its other activities pursuant, under, or related to these Evaluation Terms. Calla reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Evaluator, in which event Evaluator agrees to assist and cooperate with Calla in asserting any available defenses.

6. Confidential Information

Evaluator acknowledges that, in the course of evaluating the Evaluation Items, it may obtain or develop information relating to the Evaluation Items and/or to Calla ("Confidential Information"), including, but not limited to code, technology, algorithms, schematics, testing procedures, documentation, problem reports, analysis and performance information, inventions (whether patentable or not), and other technical, business, product, marketing, financial and customer information, plans and data. During and after the Evaluation Period, Evaluator shall hold in confidence and protect, and shall not use (except as expressly authorized by these Evaluation Terms) or disclose, Confidential Information, unless such Confidential Information becomes part of the public domain without breach of these Evaluation Terms by Evaluator, its officers, directors, employees or agents. During or after the Evaluation Period, Evaluator will disclose the Evaluation Items and Confidential Information only to those of its employees as are necessary for the use expressly and unambiguously granted hereunder and who are bound by the provisions of these Evaluation Terms or terms similar to and at least as protective as the terms herein as a condition of employment or engagement. Evaluator shall not, without the prior written consent of Calla, disclose or otherwise make available the Evaluation Items, including any information relating to the performance or operation of the Evaluation Items (including any benchmarking or other testing results), or copies thereof to any third party. Evaluator acknowledges and agrees that due to the unique nature of Calla's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Evaluator or third parties to unfairly compete with Calla resulting in irreparable harm to



Calla, and therefore, that upon any such breach or threat thereof, Calla shall be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies it may have at law. This clause shall survive the termination or expiration of these Evaluation Terms for a period of two (2) years.

7. FCPA and Anticorruption Laws

Evaluator agrees to comply with the provisions of the U.S. Foreign Corrupt Practices Act ("the FCPA") and the U.K. Bribery Act of 2010 ("UKBA") as well as any related provisions of local law and Calla's corporate policies and procedures related thereto. Evaluator further understands the provisions relating to the FCPA and UKBA's prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Evaluation Items. Evaluator agrees to not violate or knowingly let anyone violate the FCPA or UKBA, and Evaluator agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or anti-bribery law, including those of any area or country where Evaluator conducts business.

8. Compliance with Laws

Evaluator represents and warrants that it shall comply with all laws and regulations applicable to Evaluator with respect to the evaluation, purchase and use of the Evaluation Items. Evaluator further acknowledges and agrees that the Products and Software may be subject to certain export restrictions and controls imposed by the U.S. Arms Export Control Act of 1976, 22 U.S.C., ch. 39, and the regulations thereunder. In such event, Evaluator agrees to comply with all applicable export and re-export control laws and regulations. Evaluator agrees to notify Calla of any suspicious activities by any employee related to the Products or Software. Evaluator agrees to indemnify, to the fullest extent permitted by law, Calla from and against any fines or penalties that may arise as a result of Evaluator's breach of this provision.

9. Miscellaneous

The parties are independent contractors, and nothing in these Evaluation Terms is intended to or shall create any agency, employment, fiduciary, partnership or joint venture relationship between them. Each party acknowledges in entering into any contract incorporating these terms that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms. Each party agrees that its only liability in respect of those representations and warranties that are set out in these terms (whether made innocently or negligently) shall be for breach of contract. Calla shall not be in breach of any contract incorporating these terms nor liable for delay in performing, or failure to perform, any of its obligations under these terms if that delay or failure results from events, circumstances or causes beyond its reasonable control. Nothing in these terms operates to transfer any intellectual property rights or industrial know-how from Calla. Any contract incorporating these terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales; the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with any contract incorporating these terms or its subject matter or formation (including non-contractual disputes or claims). Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorney's fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees. Evaluator may not sub-contract, delegate, transfer, assign, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of these Evaluation Terms, or any of its rights or obligations hereunder, by operation of law or otherwise, without Calla's prior written consent. Calla may assign its rights and obligations in these Evaluation Terms in whole or in part. All expenses related to Evaluator's performance of these Terms shall be borne by Evaluator who shall be solely responsible for the payment thereof. The failure of either party to exercise any right granted herein or to require any performance of any of these Evaluation Terms or the waiver by either party of any breach of these Evaluation Terms shall not be deemed a waiver of any subsequent breach of, the same or any other provision of these Evaluation Terms. These Evaluation Terms (together with the applicable Evaluation Form) constitute the entire agreement between Calla and Evaluator with respect to the subject matter hereof and supersedes any and all other written or oral agreements existing between the parties hereto regarding the Evaluation Items. These Evaluation Terms may not be modified without the prior written consent of Calla. Calla shall be entitled to vary these terms and conditions as Calla shall reasonably consider necessary to ensure compliance with any future or subsequent legislation or other law as described above. Such variation shall become effective upon notice by Calla to the Evaluator. It is agreed that such variations may impose new

the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, such term or provision or part shall to that extent be deemed not to form part of these Evaluation Terms but the validity and enforceability of the remainder of these Evaluation Terms shall not be affected. Notices required to be given under these Evaluation Terms must be in English, addressed for the attention of the contact and delivered personally or sent by pre-paid overnight courier or by email to the address or email address of the recipient. A notice delivered by hand is served when delivered, a notice sent by overnight courier is served 48 hours after posting (as evidenced by a proof of posting) and a notice sent by email is served when the email is sent (as evidenced by receipt of email). Notice by email will be effective only if proof of receipt can be provided.

V1.2

obligations on each of the parties but only to the extent that Calla considers necessary or reasonable, and that compliance with such legislation is of mutual benefit to the parties. If any term or provision in these Evaluation Terms shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision shall be deemed modified to