

SONATYPE, INC.

**SONATYPE DEVELOPER TEAM
PRODUCT EVALUATION AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY

A PREVIEW EVALUATION (“EVALUATION”) OF THE *SONATYPE DEVELOPER TEAM* SOFTWARE-AS-A-SERVICE OFFERING (“PREVIEW OFFERING”) IS BEING OFFERED BY SONATYPE, INC. (“SONATYPE”) TO YOU PURSUANT TO THE TERMS OF THIS PRODUCT EVALUATION AGREEMENT (THIS “AGREEMENT”).

BY CLICKING ON THE “I ACCEPT” (OR SIMILAR CONSENT) BUTTON, YOU HEREBY ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU BIND YOURSELF AND MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY FOR WHICH YOU ARE REQUESTING ACCESS TO THE PREVIEW OFFERING (“COMPANY”) IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT. YOU AND COMPANY AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IF YOU DO NOT, OR COMPANY DOES NOT, AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT CLICK TO ACCEPT OR OTHERWISE DOWNLOAD, INSTALL, ACCESS OR USE ALL OR ANY PORTION OF THE PREVIEW OFFERING. YOUR USE OF THE PREVIEW OFFERING WILL SERVE AS ACCEPTANCE OF THIS AGREEMENT.

UNLESS SONATYPE HAS PROVIDED ITS EXPRESS WRITTEN CONSENT, SONATYPE’S COMPETITORS, INCLUDING ANYONE ACTING ON THEIR BEHALF, ARE STRICTLY PROHIBITED FROM ACCESSING THE PREVIEW OFFERING FOR ANY REASON.

1. Overview: This Agreement is entered into by Sonatype and you (“You” or “Your” as applicable, means you as the individual agreeing to these terms and Company) and governs Your use of and access to the Preview Offering effective as of the date that You accept the terms and conditions of this Agreement (“Effective Date”). You and Sonatype may be referred to individually in this Agreement as a “Party” or collectively as the “Parties.”
2. Evaluation: You hereby acknowledge and agree that: (a) You will receive access to, as determined by Sonatype in its sole discretion, an early access version of the Preview Offering and/or related Documentation (which access may include certain enhancements, updates, and/or upgrades thereto) and that Preview Offerings are not yet being made generally available by Sonatype to its customers; (b) Sonatype is not obligated to provide any maintenance, technical or other support for the Preview Offering; (c) Sonatype has not made any representations, promises or guarantees that the Preview Offering will ever be announced or made available to anyone in the future; and (d) Sonatype has no express or implied obligation to You to announce or introduce the Preview Offering. Sonatype may discontinue Your access to the Preview Offering at any time, in its sole discretion, with or without notice. For purposes of this Agreement, “Documentation” means the user guide and technical specifications for the Preview Offering made available by Sonatype along with the Preview Offering as may be updated by Sonatype from time to time.

3. Eligibility. You may participate in the Evaluation upon Your request and approval by Sonatype, or by invitation from Sonatype, as determined by Sonatype in its sole discretion. For the avoidance of doubt, in the event You are also actively using one or more of Sonatype's products that are made generally available to its customers ("GA Products") subject to a commercial agreement (the "Customer Agreement"), the Customer Agreement will continue to govern Your use of and access to such GA Products.
4. Access Grant; Term; Use Limitations. Subject to the terms of this Agreement, Sonatype grants to You a non-transferable, non-assignable, non-sublicensable, non-exclusive, revocable, limited license to access and use the Preview Offering for the sole purpose of evaluating the Preview Offerings for a period of thirty (30) days (or as otherwise determined by Sonatype) from the date on which access to the Preview Offering is made available to You by Sonatype (the "Evaluation Term"), and the Evaluation Term may be extended by Sonatype by granting You continued access to the Preview Offering beyond the Evaluation Term. Use of the Preview Program is limited to one Team; provided that, for purposes of this Agreement, "Team" means (y) no more than ten (10) developers, who are (y) working on no more than five (5) software applications. Use of the Preview Offering that extends beyond one Team is strictly prohibited for purposes of the Evaluation.
5. Restrictions; Ownership: You will not (a) market, sell, sublicense, modify, translate, reverse engineer, decompile, disassemble, create derivative works of or copy all or any portion of the Preview Offering or otherwise seeking to obtain or use the source code of the Preview Offerings, (b) scrape, collect, mirror, or in any manner compile any data embedded in or accessed via the Preview Offering, and/or (c) access the Preview Offering in order to (i) build a competitive product or service, or (ii) copy any features, functions or graphics of, or data or information in, the Preview Offering. Furthermore, if You purchase a subscription to access and use the Preview Offering pursuant to a Customer Agreement (the "Purchased Subscription"), all use restrictions set forth in such Customer Agreement will apply to Your use of the Purchased Subscription. Sonatype reserves, and You acknowledge and agree that Sonatype owns, all rights, title, and interest in and to the Preview Offering that are not expressly granted to You in this Agreement, including all improvements, modifications, derivative works or innovations related thereto even if such improvements, modifications, derivative works or innovations result from suggestions, enhancement requests, recommendations or other feedback provided to Sonatype by You or on Your behalf. You will only use the Preview Offering in accordance with this Agreement and the Documentation and You will be responsible for all use of the Preview Offering on Your behalf by Your employees and contractors.
6. Your Responsibilities: You shall ensure that all users of the Preview Offering comply with the terms of this Agreement and You will be responsible for the acts and omissions of all users and for the contents of their transmissions through the Preview Offering. Company will (a) use the Preview Offering only in accordance with this Agreement, Documentation, the Acceptable Use Policy posted at <https://www.sonatype.com/usage/lift-terms> (which may be modified by

Sonatype from time to time), and applicable laws and government regulations, and (b) prevent unauthorized access to or use of the Preview Offering, and notify Sonatype promptly of any attempted or actual unauthorized access or use. If Sonatype reasonably determines that any user's use of any of the Preview Offering (x) breaches the terms of this Agreement, (y) threatens the security, integrity or availability of the Preview Offering, or (z) may adversely impact the Preview Offering, Sonatype may, with immediate effect, suspend Your access to the Preview Offering with or without notice.

7. Password; Security: You may be required to register in order to gain access to the Preview Offering. You are responsible for maintaining control over, and the confidentiality of, all User IDs, usernames, passwords, and other access credentials ("Access Details") for the Preview Offering and ensuring that throughout the Evaluation Term all such Access Details comply with good industry practice as well as Your latest information security policies. You are solely responsible for all use of the Preview Offering by those who have access to it through You (directly or indirectly). In the event that You become aware of a suspected breach, You will notify Sonatype immediately and cooperate with Sonatype to remedy the security incident.
8. Data: You grant Sonatype, its Affiliates and contractors a worldwide license to host, copy, use, transmit, and display any Company Data including for Sonatype to provide and ensure proper operation of the Preview Offering and associated systems in accordance with this Agreement. You will be responsible for the accuracy, quality and legality of Company Data, how You acquired the Company Data, and Your use of the Company Data with the Preview Offering. You agree that Sonatype will collect, use, store and transmit technical and related information that is being collected from Your use of the Preview Offering. For purposes of this Agreement, "Company Data" means electronic data and information uploaded by or for You to the Preview Offering. For the avoidance of doubt, Company Data expressly excludes Sonatype's GA Products, the Preview Offering, the Documentation, and all Sonatype Confidential Information. You agree that Sonatype may identify You as a user of the Preview Offering in Sonatype's promotional materials, website or other public communications, and hereby grant Sonatype a limited and revocable world-wide license to use Your company name and logo in connection therewith.
9. Confidentiality: Company shall keep confidential and not disclose to any third party: (a) the existence of the Preview Offering and this Agreement, (b) any Documentation, technical specifications, source code, product roadmap, and/or business strategy pertaining to the Preview Offering, and (c) verbal or written communications from Sonatype regarding the Preview Offering (collectively, "Sonatype Confidential Information"), and Company will use the same degree of care to protect the Sonatype Confidential Information that it uses to protect its own confidential information (but in no event less than a reasonable degree of care). The confidentiality obligations set forth herein will survive the expiration or termination of this Agreement.

10. **No Warranties; Limitation of Liability:** Inasmuch as this Agreement enables You to evaluate the Preview Offering without charge or obligation, PREVIEW OFFERINGS AND ALL RELATED MATERIALS ARE PROVIDED TO YOU “AS IS, WITH ALL FAULTS.” Sonatype does not make any representations or guarantees regarding Service Levels, uptime or availability of the Preview Offering. Any Company Data that You enter into the Preview Offering will be permanently lost unless You purchase a subscription to the same offering, and You are solely responsible for exporting Your Company Data before the end of the Evaluation Term or all Company Data will be permanently lost. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SONATYPE SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. REFERENCES TO ANY CATEGORIZATION OF OPEN SOURCE SOFTWARE LICENSE AGREEMENTS (OR TERMS THEREOF) INCLUDED WITHIN THE PREVIEW OFFERING DO NOT CONSTITUTE LEGAL ADVICE OR GUIDANCE, AND YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR SEEKING APPROPRIATE LEGAL ADVICE REGARDING YOUR RIGHTS AND OBLIGATIONS SET FORTH IN ANY SUCH LICENSE AGREEMENT. IN NO EVENT WILL SONATYPE BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM USE OF THE PREVIEW OFFERINGS.
11. **Modification; Suspension; Termination:** Sonatype reserves the right to modify, suspend or terminate the Evaluation of the Preview Offering, including Your access to the Preview Offering, and to limit or deny access to the Preview Offering, at any time, in its sole discretion, for any reason, with or without notice and without liability to you. This Agreement will terminate on the first to occur of (a) expiration of the Evaluation Term and (b) termination of this Agreement by either Party, with or without cause, effective immediately upon receipt of a written notice of termination. Upon expiration or any termination of this Agreement, You must (y) immediately discontinue all access to and use of the Preview Offering; and (z) delete or otherwise disable (as applicable) the Preview Offering and delete all Sonatype Confidential Information from Your systems. Sections 8 through 13 (inclusive) of this Agreement and all provisions pertaining to Sonatype’s ownership of its intellectual property rights, including the Preview Offering, shall survive any termination of this Agreement.
12. **GA Version:** In the event that Sonatype releases a GA version of any of the Preview Offering, Sonatype reserves the right to terminate this Agreement and charge a license fee for any and all future access and use of the Preview Offering, which access and use will be governed by a Customer Agreement as determined by Sonatype its in sole discretion.
13. **Miscellaneous:** You will comply with all relevant export laws and regulations of the United States and any other country applicable to Your use of the Preview Offering during the Evaluation Term. This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of laws or choice of law rules; (b) constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all

prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter; and (c) may not be assigned by either Party without the written consent of the other Party. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by an authorized representative of each Party; provided that Sonatype reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Preview Offering at any time, effective upon posting of an updated version of this Agreement at this same url. You are responsible for regularly reviewing this Agreement, and continued use of the Preview Offering after any such changes shall constitute Your consent to such changes. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.