Product Evaluation and Mutual Confidentiality Agreement

This Product Evaluation and Mutual Confidentiality Agreement ("Agreement"), is made by and between SlashNext, Inc. ("SlashNext") and the County of Monterey, a political subdivision of the State of California ("County").

Whereas, County seeks to test and evaluate the SlashNext Active Cyber Defense System manufactured and supported by SlashNext in order to ascertain whether it meets County data security and privacy needs; and

Whereas, SlashNext seeks to make the SlashNext Active Cyber Defense System available to County for testing and evaluation; and

Whereas, in the course of the County's testing and evaluation of the SlashNext Active Cyber Defense System, the parties will gain access to each other's confidential and proprietary data and work product; and

Whereas, the parties seek to safeguard their confidential and proprietary data and work product against disclosure to the degree permitted by law;

Now, therefore, the parties agree as follows:

1. Effective date; Term

This Agreement will become effective on November 1, 2017. It will remain effective until January 1, 2018, or until terminated pursuant to its terms.

2. Orders; Products

"Order" means the SlashNext order that incorporates this Agreement by reference and that is signed by both parties, a copy of which is attached to this Agreement as Exhibit A. The Order shall identify the SlashNext product(s) and service(s) to be made available by SlashNext to County under this Agreement (the "Product(s)"). Upon receipt by SlashNext of this Agreement, signed and completed by County, SlashNext shall make available to the County the Product(s). The Product(s) are provided to County solely for County's internal use and evaluation from the date that SlashNext makes the Product(s) available to County through January 1, 2018 (the "Evaluation Period"). The Product(s) are described in Exhibit A.

3. Evaluation

County may use the Product(s) and any accompanying documentation or materials provided by SlashNext to the County ("Documentation") for the County's internal use and evaluation only. County may use the Product(s) for the sites and, at most, the number of devices that are specified on the Order,

Exhibit A. County may make a reasonable number of copies of the Documentation for the County's internal use and evaluation only.

3. Confidentiality

(1) SlashNext Work Product and Information:

Without the prior written consent of SlashNext, County may not disclose or otherwise make available to any third party the Product(s) or Documentation, information about the Product(s) or Documentation (including information about Product features or benchmarking information), any part of the foregoing, or any products or content derived from the Product(s) or Documentation. County will safeguard all of the foregoing (including copies of and access credentials for any of the foregoing) against disclosure or use by third parties using at least those measures that it employs to protect its own confidential information of a similar nature and in no event less than reasonable measures. County's efforts to safeguard the foregoing shall include taking reasonable physical, technological, and administrative security measures.

County will restrict disclosure of the Product(s) or Documentation, information about the Product(s) or Documentation (including information about Product features or benchmarking information), any part of the foregoing, or any products or content derived from the Product(s) or Documentation solely to those County employees and sub-contractors having a need to know in order to accomplish the purpose of this Agreement. County will advise each employee or sub-contractor, before he or she receives access to the same, of the obligations imposed by this Agreement and will require such employees and sub-contractors to observe these obligations.

(2) County Work Product and Information:

Without the prior written consent of County, SlashNext may not disclose or otherwise make available to any third party any confidential or proprietary information and data pertaining to the County's network and information technology systems. SlashNext will safeguard all of the foregoing against disclosure or use by third parties using at least those measures that it employs to protect its own confidential information of a similar nature and in no event less than reasonable measures. SlashNext's efforts to safeguard the foregoing shall include taking reasonable physical, technological, and administrative security measures.

SlashNext will restrict disclosure of County's confidential or proprietary information and data pertaining to the County's network and information technology systems solely to those SlashNext employees and sub-contractors having a need to know in order to accomplish the purpose of this Agreement. SlashNext will advise each employee or sub-contractor, before he or she receives access to the same, of the obligations imposed by this Agreement and will require such employees and sub-contractors to observe these obligations.

4. Reservation of Rights; Restrictions

County agrees that all copies of the Product(s) and Documentation and all intellectual property rights in and to the Product(s) and Documentation are owned by SlashNext or its suppliers. County shall not

remove any of SlashNext's notices from the Product(s) or Documentation or any copies of the foregoing. County agrees that it will not, and will not permit any person or entity to: (a) modify, translate, reverse engineer, decompile, or disassemble the Product(s), (b) defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection mechanisms in the Product(s), including without limitation any such mechanism used to restrict or control the functionality of the Product(s), or (c) derive the source code or the underlying ideas, algorithms, structure or organization from the Product(s).

SlashNext agrees that all County information and data pertaining to the County's network and information technology systems, including documentation, copies, notes, diagrams, computer memory media and all related materials which it may access are the sole property of the County.

5. No Warranties

Because SlashNext' Product(s) and Documentation are provided solely for County's internal use and evaluation, THE PRODUCT(S) AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE.

Information and material regarding the County's network and information technology systems is provided to SlashNext "AS IS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE.

6. Limitation of Liability

NEITHER PARTY, NOR ANY OF THEIR SUPPLIERS, EMPLOYEES, SUBCONTRACTORS OR AGENTS, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES RELATING TO THE PRODUCT(S) OR DOCUMENTATION, OR RELATING TO COUNTY'S NETWORK AND INFORMATION TECHNOLOGY SYSTEMS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE). IN NO EVENT SHALL EITHER PARTY NOR ANY OF THEIR SUPPLIERS, EMPLOYEES, SUBCONTRACTORS OR AGENTS HAVE LIABILITY TO THE OTHER PARTY IN EXCESS OF FIFTY U.S. DOLLARS.

7. Termination

SlashNext may request return of the Product(s) and Documentation, terminate access to the Product(s) and Documentation or terminate this Agreement in writing at any time, with or without cause. Upon the earlier of the termination of this Agreement or the end of the Evaluation Period, County shall either: (a) if SlashNext agrees to continue providing the Product(s) to County, sign and return to SlashNext the appropriate agreement and pay SlashNext the corresponding fees, contingent on approval by the Board of Supervisors of Monterey County or (b) cease all use of the Product(s) and return to SlashNext all Product(s) and Documentation, including all copies of the foregoing, and all materials developed by County relating to the Product(s) in accordance with the directions specified on Exhibit B.

Within fifteen (15) days following the written request of County, SlashNext agrees to return all materials of any nature related to the County's network and information technology systems.

8. Miscellaneous

This Agreement will be governed by California law, without reference to conflicts of laws principles. Venue of disputes arising out of this Agreement, if any, shall be in the Superior Court of California, in Monterey County. Either party may apply to the court for injunctive relief, enjoining and restraining a breach or threatened breach of this Agreement, without requirement to post a bond.

Neither party may assign this Agreement without the consent of the other party.

This Agreement is the entire agreement with respect to the subject matter hereof and may only be modified in writing, executed by both parties.

County agrees not to export or re-export, or cause to be exported or re-exported, the Product(s), or the direct product of such Product(s), to any country which, under the laws of the United States, County is or might be prohibited from exporting its technology or the direct product thereof.

Any suggestions provided by County to SlashNext with respect to SlashNext's products or services or suggestions provided by SlashNext to County with respect to the County network and information technology systems shall be collectively deemed "Feedback." The parties agree to grant to the other, and hereby grant to the other, a nonexclusive, perpetual, irrevocable, royalty free, worldwide license to use and otherwise exploit such Feedback within any SlashNext products and services or to achieve any County business purpose.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

Monterey County   SlashNext, Inc.

BY   *Seamus Meagher*
_____

_____
Eric Chatham
Director, Monterey County Information   Signatory Name: __Seamus Meagher_____
Technology Department
1590 Moffett Street   Signatory Title: ____VP of Sales_____
Salinas, California 93905
Phone: 831-759-6920   [Address]   4301 Hacienda Drive, Suite#550
                                                                    Pleasanton, CA 94588
                                                        [Address]Phone: 408-507-3158
Date: _____   _____

                                                        Date: __9.18.17_____

Approved as to form:

_____
Rebecca M. Ceniceros
Deputy County Counsel

Date: _____

Exhibit A
Product Descriptions

The Product(s) includes a cloud-based subscription services called "DeNet." This service is part of SlashNext's enhanced malware detection capabilities. Additionally, the Product(s) can download (on-demand or automatically) the latest threat intelligence and software updates from the SlashNext "Threat Intelligence Sharing Platform."

The DeNet service is part of the Product's real-time malware detection capability that collects data from a very small percentage of pre-selected suspicious-looking network traffic and sends this data to a cloud-based artificial intelligence engine through a secure TLS 1.2 connection for analysis. The following data may be collected:

- DNS Packets
- HTTP - Anonymized URL, Anonymized HTTP request and response headers
- Metadata from the HTTP payloads such as hash and size of the payload
- HTTPS/TLS – Handshake packets like CLIENT and SERVER HELLO packets
- For all other protocols: Protocol Name, Port, and the Corresponding domain. For Example: baddomain.com, FTP, 21
- Infected machine IP and MAC address are tracked using an anonymized MD5 Hash. Only the local appliance can correlate the hash to the IP/MAC. The cloud does not store IP or MAC information.

WHAT WE DO NOT SEND:

1. We do not inspect LAN traffic
2. We do not upload email/smtp traffic
3. We do not upload files (or other payloads)
4. We do not upload HTTP payload
5. We do not decrypt HTTPS
6. We do not upload HTTPS data sessions

SlashNext uses this data to provide the enhanced malware detection services to County during the Evaluation Period and to improve SlashNext's products and services.

Exhibit B
Return Directions

Within five (5) business days after the termination of this Agreement or the end of the Evaluation Period, County shall return all hardware Product(s) in their original shipping containers; provided, however, if County is not able to locate the original shipping containers, County shall use a similar shipping container and contact SlashNext for additional return instructions.

SlashNext Inc. and Monterey County
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