



Pilot / Product Evaluation Agreement

Version 1.0

This document is a template provided for evaluation planning. It is not legal advice and must be reviewed and finalized by RiskShield AI's legal counsel, and by the Participant's counsel, before execution.

This Pilot / Product Evaluation Agreement (the "Agreement") is entered into by and between RiskShield AI ("Vendor," "we," or "us") and [Participant Institution] (the "Participant," "you," or "Customer"), effective as of _____ (the "Effective Date").

The purpose of this Agreement is to allow the Participant to evaluate Vendor's compliance and third-party risk software (the "Software") during a limited pilot, and to define the parties' rights with respect to feedback, confidentiality, data handling, and intellectual property during that pilot.

1. LICENSE AND EVALUATION SCOPE

Subject to the terms of this Agreement, Vendor grants the Participant a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to access and use the Software solely for the Participant's internal evaluation during the Pilot Period (defined below).

The evaluation shall be conducted in a sandbox / non-production evaluation environment. Access is limited to the Participant's employees and authorized personnel who have a need to participate in the evaluation ("Permitted Users") and who are bound by confidentiality obligations at least as protective as those in this Agreement.

The Participant shall not (a) use the Software for production, commercial, or revenue-generating purposes except to the extent expressly authorized in writing; (b) resell, sublicense, or provide access to the Software to any third party; or (c) copy, modify, decompile, reverse engineer, or attempt to derive the source code or underlying structure of the Software.

2. FEEDBACK, REVIEWS, AND MARKETING RIGHTS

The Participant agrees to provide reasonable feedback and evaluation data regarding the Software during the Pilot Period. The Participant hereby grants Vendor an irrevocable, perpetual, worldwide, royalty-free, and fully paid-up license to use, incorporate, reproduce, and otherwise exploit all feedback, suggestions, feature requests, bug reports, usage metrics, and evaluation data, without restriction and without any obligation of attribution or compensation. All product ideas and improvements derived from such feedback are and shall remain the exclusive property of Vendor.

Furthermore, upon mutual review, the Participant grants Vendor the right to use the Participant's name, logo, and pre-approved written quotes/reviews in Vendor's marketing materials, case studies, website, and promotional content, subject to the Participant's standard brand guidelines.

Mutual Approval. Notwithstanding the foregoing, any written review, quote, testimonial, case study, press release, or public reference that identifies the Participant will be submitted to the Participant's designated compliance and/or public relations contact for review and written approval prior to public distribution. The Participant will use commercially reasonable efforts to approve or provide comments within ten (10) business days of receipt; approval

shall not be unreasonably withheld. Vendor may continue to use anonymized, aggregated feedback and metrics that do not identify the Participant without such approval.

3. CONFIDENTIALITY AND DATA HANDLING

“Confidential Information” means non-public information disclosed by one party (the “Disclosing Party”) to the other (the “Receiving Party”) that is designated as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure, including the Participant's internal protocols, controls, and institutional information, and the Software and Vendor's non-public technology.

The Receiving Party shall (a) use the Confidential Information solely to perform under this Agreement; (b) protect it using at least the same degree of care it uses for its own confidential information, and no less than reasonable care; and (c) not disclose it to any third party except to its personnel and advisors who need to know it and are bound by confidentiality obligations at least as protective as those herein. These obligations do not apply to information that is or becomes public through no fault of the Receiving Party, was rightfully known before disclosure, is independently developed without use of the Confidential Information, or is rightfully received from a third party without restriction.

Unless the parties execute a separate data processing agreement (“DPA”) in writing, the Participant shall use only synthetic, de-identified, or dummy data during the Pilot Period and shall not upload, transmit, or otherwise expose real Customer Information or Personally Identifiable Information (“PII”) to the Software.

If the Participant later wishes to evaluate the Software using real Customer Information or PII, the parties will first execute a DPA (and a business associate agreement where applicable) that governs the handling, storage, and protection of that data.

Notwithstanding any confidentiality obligations herein, Vendor may provide the Participant with Vendor's standard security documentation, architecture overviews, system controls descriptions, or completed vendor assessment questionnaires (collectively, “Security Documentation”) strictly for the Participant's internal vendor risk evaluation. The Participant acknowledges that the Software is provided in a pilot environment and that formal third-party audit attestations (such as SOC 2 reports) are not available during the Pilot Period.

4. TERM AND TERMINATION

This Agreement begins on the Effective Date and continues for a pilot period of 90 days (the “Pilot Period”), unless extended by the parties in writing or terminated earlier in accordance with this Section.

Either party may terminate this Agreement for convenience upon written notice to the other party. Either party may terminate immediately upon written notice if the other party materially breaches this Agreement.

Upon expiration or termination, the Participant shall cease all use of the Software, and each party shall, at the Disclosing Party's request, return or destroy the other party's Confidential Information in its possession. Sections concerning Feedback and Marketing Rights, Confidentiality, Disclaimer and Limitation of Liability, Intellectual Property, and General Provisions survive termination.

Upon expiration or termination of this Agreement, the Participant shall cease all use of the Software. Vendor shall securely delete or destroy all Participant data, including any synthetic data, metadata, or trial artifacts residing within Vendor's evaluation environment, within thirty (30) days following the effective date of termination, except to the extent retention is required by applicable law.

5. DISCLAIMER AND LIMITATION OF LIABILITY

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR EVALUATION PURPOSES ONLY, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Vendor does not warrant that the Software will be uninterrupted, error-free, or that outputs are accurate or suitable for regulatory reliance during the pilot.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT. VENDOR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE PILOT SHALL NOT EXCEED ONE THOUSAND U.S. DOLLARS (US\$1,000). These limitations do not apply to a party's breach of its confidentiality obligations or to a party's indemnification obligations, if any.

The Participant acknowledges and agrees that evaluation access is provided on an "AS-IS" basis without Service Level Agreements (SLAs), guaranteed response times, or maintenance windows. Vendor is under no obligation to provide dedicated technical support, uninterrupted availability, or custom feature development during the Pilot Period.

6. INTELLECTUAL PROPERTY OWNERSHIP

As between the parties, Vendor retains all right, title, and interest in and to the Software, including all core technology, models, feature updates, documentation, and any underlying technology, and all intellectual property rights therein. No rights are granted to the Participant except the limited evaluation right expressly set out in Section 1.

Any improvements, modifications, or derivative works of the Software conceived or developed during or as a result of the pilot, including those derived from the Participant's feedback, are owned exclusively by Vendor. The Participant retains ownership of its own pre-existing data and materials.

7. GENERAL PROVISIONS

This Agreement constitutes the entire agreement between the parties regarding the pilot and supersedes all prior or contemporaneous understandings on that subject. It may be amended only in a writing signed by both parties, and may be executed in counterparts, including by electronic signature, each of which is deemed an original.

This Agreement is governed by the laws of the State of [State], without regard to its conflict-of-laws rules. Neither party may assign this Agreement without the other party's prior written consent, except to a successor in connection with a merger or sale of substantially all assets. If any provision is held unenforceable, the remaining provisions remain in full force and effect.

EXECUTION

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

Participant: [Participant Institution]

Signature

Title
Vendor: RiskShield AI

Signature

Title

Printed name

Date

Printed name

Date