

6WIND Evaluation Software License Agreement

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The Software products that can be evaluated under this Agreement are listed in the [Appendix 1](#) of this Agreement. Licensee will have access to the Software products for which he requested an evaluation.

Evaluation is using binary code.

1 LICENSE GRANT

6WIND hereby grants to Licensee a non-exclusive, non-transferable license to use the accompanying Software for the sole purposes of evaluation on the following terms:

Licensee may:

- a. use simultaneously the Software on a maximum of two computers at a location of the Licensee's organization only for internal use and evaluation purposes;
- b. use evaluation documentation knowing this use is restricted to evaluation purposes.

Licensee may not:

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- g. copy evaluation documentation or use documentation for other purposes but evaluation purposes;
- h. communicate to third parties, whether verbal or in writing, any outcome of the Evaluation; any outcome of the Evaluation shall be considered Confidential Information.

The Software is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g. hard disk, Flash, CD-ROM) of that computer.

As part of this Agreement Licensee shall provide feedback about the evaluation. This feedback includes filling and emailing to 6WIND the questionnaire in the [Appendix 2](#) within 5 business days after the end of the evaluation.

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4 TERMINATION

The Effective Date is the date of the download of the Software.

This license terminates automatically after the period defined in the [Appendix 1](#).

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5 NO WARRANTY

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This Agreement is the entire Agreement between 6WIND and Licensee and supersedes any other communication, advertisement, or understanding with respect to the Software.

7 CONFIDENTIALITY

7.1 Confidential information (below referred to as "Confidential Information") is defined as any information received by a Party ("Receiving Party") from the other Party ("Disclosing Party"), whether before or after the Effective Date of the Agreement, which is marked or described by the disclosing Party in writing as being "Confidential", "Secret" or "Proprietary" at the time of such disclosure. The Parties acknowledge that Software, Documentation and Evaluation of Software are Confidential Information.

7.2 The confidentiality obligation under this Section shall not cover knowledge which:

- (i) was at the time of receipt published or otherwise generally available to the public;
- (ii) has after receipt by a Party been published or become generally available to the public otherwise than through any act or omission on part of the receiving Party;
- (iii) was lawfully in the possession of the receiving Party at the time of receipt without any restrictions on disclosure;
- (iv) was rightfully acquired from third parties without any undertaking of confidentiality imposed by such third parties;
- (i) was developed independently by the receiving Party.

7.3 Both Parties agree to maintain Confidential Information in confidence and shall use the same degree of care, but in no event less than reasonable care, to avoid disclosure of Confidential Information as it uses with its own confidential and proprietary information of similar type and importance. Both Parties agree to disclose Confidential Information only to those of its employees and sub-contractors who have a bona fide need to know solely for the purpose (and to the extent) of exercising its rights contemplated under this Agreement.

7.4 The obligations set forth in this Section shall remain in force for a period of three (3) years as of the date of disclosure of the Confidential Information in question, regardless of an earlier termination of this Agreement.

8 ASSIGNMENT

The present Agreement is binding on the Parties, its employees, directors, successors, heirs and assigns.

9 APPLICABLE LAW – DISPUTES

9.1 THIS CONTRACT IS GOVERNED BY LAW OF France, regardless of form and claim.

9.2 In the event of a dispute arising in relation to this Contract, the Parties will endeavor to find a friendly solution before taking any legal action. Should this procedure produce a result, a confidential agreement, containing the terms of the resolution to the issue, shall be executed between the Parties.

9.3 All disputes, which may arise under or in relation to this Agreement, shall be submitted to arbitration unless mutually settled in an amicable way during the period of sixty (60) days. The arbitration shall be held in Paris in accordance with the Rules of Arbitration and Conciliation of International Chamber of Commerce. The arbitration panel shall consist of three (3) arbitrators who have the expertise in legal matters in respect of telecommunication and software and the arbitration shall be conducted in English language. The award rendered by the arbitration shall be finally binding and has fully legal effect upon the Parties hereto.

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Appendix 1

SOFTWARE DESCRIPTION AND ENVIRONMENT

Software products	6WIND Turbo Router 6WIND Turbo IPsec 6WIND Turbo CG-NAT
Software Version	Latest GA version at the Effective Date
Software Environment	The supported environments by the Software including bare metal and virtual machine environments are listed in the Software documentation
Duration of the Evaluation	This License will automatically terminate after 10 business days after the Effective Date

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Appendix 2

EVALUATION FEEDBACK

Have you evaluated the Software? : Yes : No

If NO, why? _____

Which kind of evaluation did you do? : Cloud : On-premises : Both

Which Software did you evaluate? : Turbo Router : Turbo IPsec : Turbo CG-NAT

How long did the evaluation last? _____

Can you describe your use case?

Can you rank using a scale between 5 and 1 (5: excellent to 1: bad):

Software download : ___

Software installation : ___

System configuration : ___

Network configuration : ___

Software stability : ___

Software documentation : ___

Support during evaluation : ___

Which features have you tested?

Layer 2	<input type="checkbox"/>	Which protocol: _____
IPv4	<input type="checkbox"/>	
IPv6	<input type="checkbox"/>	
QoS	<input type="checkbox"/>	
Dynamic routing	<input type="checkbox"/>	Which protocol: _____
Virtual Routing	<input type="checkbox"/>	
ECMP	<input type="checkbox"/>	
NAT	<input type="checkbox"/>	
ACL	<input type="checkbox"/>	
Encapsulation	<input type="checkbox"/>	Which protocol: _____
IPsec	<input type="checkbox"/>	
IKE	<input type="checkbox"/>	
CG-NAT	<input type="checkbox"/>	
ALGs	<input type="checkbox"/>	Which protocol: _____
Endpoint mapping	dependent <input type="checkbox"/>	independent <input type="checkbox"/>
Endpoint filtering	dependent <input type="checkbox"/>	independent <input type="checkbox"/>
Hair pinning	<input type="checkbox"/>	
High Availability	<input type="checkbox"/>	Which protocol: _____
KPIs	<input type="checkbox"/>	Which framework: _____
Logs	<input type="checkbox"/>	Which framework: _____
Management	<input type="checkbox"/>	Which one (CLI, NETCONF): _____
Others		

Which performance tests have you performed?

Layer 2	<input type="checkbox"/>	Which protocol:_____
IPv4	<input type="checkbox"/>	
IPv6	<input type="checkbox"/>	
QoS	<input type="checkbox"/>	
Dynamic routing	<input type="checkbox"/>	Which protocol:_____
Virtual Routing	<input type="checkbox"/>	
ECMP	<input type="checkbox"/>	
ACL / NAT	<input type="checkbox"/>	Number of connections:_____
		Connections per second:_____
		Throughput:_____
Encapsulation	<input type="checkbox"/>	Which protocol:_____
IPsec	<input type="checkbox"/>	
IKE	<input type="checkbox"/>	
CG-NAT	<input type="checkbox"/>	Number of connections:_____
		Connections per second:_____
		Throughput:_____
Others		

Did you find any major missing feature or software limitation? What are the main problems you have encountered?

What is your overall feedback about the evaluation (1: bad to 5: excellent): _____?

Do you consider purchasing the Software? : Yes : No

If YES, in which time frame? : 1 month : 3 months : 6 months : 12 months