



Evaluation Loan Agreement - Virtual

IMPORTANT! READ BEFORE USING THE BLUECAT PRODUCT

IMPORTANT! CAREFULLY READ THIS AGREEMENT BEFORE USING THE BLUECAT PRODUCT. BY DOWNLOADING THE PRODUCT AND/OR OTHERWISE INDICATING ACCEPTANCE OF THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT ALL ITS PROVISIONS AND AGREE TO BE LEGALLY BOUND BY THEM. THE SOFTWARE AND ANY DATA AND DOCUMENTATION ARE LICENSED (NOT SOLD) TO YOU. IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU CANNOT USE THE PRODUCT AND SHOULD DELETE IT.

Effective the date of the download of the evaluation copy of the Product, you or the principal you represent (the "**Borrower**") agree with BlueCat Networks, Inc. if Borrower is located outside of the USA, or BlueCat Networks (USA) Inc., if Borrower is in the USA (in either case, "**BlueCat**"), as follows:

LIMITED LOAN AND GRANT. BlueCat shall loan Borrower one or more virtual instance(s) of the downloaded version of the BlueCat product, together with any other evaluation units loaned to Borrower during the term of this Agreement ("**Product**") under a limited, non-exclusive, non-transferable, non-assignable license for the exclusive purpose of allowing Borrower to evaluate the Product on a trial basis and further limited to the site to which originally downloaded. Borrower's limited license permits Product to be used in a non-commercial, non-production, laboratory environment for evaluation purposes only in order for Borrower to determine whether to purchase the Product. A copy of Borrower's evaluation results shall be provided to BlueCat, but not to any third party. No evaluations or reviews may be published or provided to any third parties.

OWNERSHIP. All rights and ownership in the Product remain solely with BlueCat.

CONFIDENTIAL INFORMATION. All information relating to the Product, in whatever form or medium, furnished or disclosed by BlueCat or through an authorized agent to Borrower shall be treated as confidential information. All confidential information shall be subject to the terms and conditions of the existing confidentiality agreement between Borrower and BlueCat, or, if none, then Borrower agrees (a) to make use of BlueCat confidential information only for the limited purpose set forth in this Agreement and (b) not to disclose any confidential information.

WARRANTY. THE PRODUCT IS PROVIDED "AS IS". BLUECAT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT. IN NO EVENT WILL BLUECAT BE LIABLE FOR ANY DIRECT OR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT HOWEVER CAUSED AND REGARDLESS OF THE LEGAL THEORY OF LIABILITY. BLUECAT HAS ADVISED BORROWER TO

TEST AND EVALUATE THE PRODUCT IN AN INTERNAL NON-PRODUCTION LABORATORY ENVIRONMENT ONLY.

RESTRICTIONS. Borrower may not: (a) copy, distribute, export, translate, disclose or make available to another party or location, the Product, or any component thereof, or disclose how the Product works; and (b) reverse engineer, disassemble, decompile, or electronically transfer into another computer language the Product or any component thereof. Product is subject to United States and Canadian export control laws. Borrower may not copy, export or transfer the Product to a location other than that provided to BlueCat without BlueCat's express written consent.

SUPPORT. Borrower shall allow BlueCat to assist in initial set up and installation of the Product via phone or online, at a mutually agreed upon time. BlueCat will provide reasonable technical assistance from its support center during its normal operating hours.

TERM OF LOAN. Unless otherwise agreed to in writing by the parties in a sales quote or otherwise, the loan term is thirty (30) days from Borrower's download of Product, unless BlueCat otherwise specifies in writing ("**Term**"). If on or before the expiry of the Term, Borrower decides not to purchase the Product, Borrower shall delete Product. If on or before the expiry of the Term, Borrower elects to purchase the Product, then Borrower shall contact BlueCat to arrange for the purchase of the Product, which shall be subject to BlueCat's then current standard end user agreement at <https://www.bluecatnetworks.com/services-support/support/end-user-agreement/> unless otherwise agreed between the parties. Upon expiry of the Term, the limited loan and license of the Product shall automatically terminate.

TERM OF AGREEMENT. This Agreement shall be valid for two years following the first download of Product. During the term of this Agreement, additional Product may be loaned to Borrower under these same terms and conditions.

GENERAL. Borrower shall reimburse BlueCat for any damage resulting from unauthorized use or misuse of the Product. This is the entire agreement regarding the evaluation loan of the Product to Borrower. The laws of the Province of Ontario apply, excepting its choice of law provisions and Toronto shall be the venue.