

BLUECAT™

E-LEARNING EVALUATION AGREEMENT

IMPORTANT! PLEASE READ BEFORE USING OUR SERVICE.

BY DOWNLOADING OR ACCESSING THE SERVICE OR INDICATING ACCEPTANCE OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT ALL ITS PROVISIONS AND AGREE TO BE LEGALLY BOUND BY THEM. ALL BLUECAT PRODUCTS, SERVICES, RELATED DATA, AND DOCUMENTATION, ARE LICENSED AND/OR MADE AVAILABLE TO YOU, NOT SOLD. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE OUR PRODUCTS OR ACCESS OUR SERVICES.

Effective the date you use the BlueCat E-Learning Services ("**Service**"), you or the principal you represent ("**Customer**") agree with BlueCat Networks (USA) Inc. if Customer is in the United States of America or Japan, or BlueCat Federal USA, Inc. if Customer is a US federal government customer, or BlueCat Networks, Inc. if Customer is located outside of the United States of America and Japan (in either case, "**BlueCat**"), as follows:

e-Learning Services. All e-Learning Services to be provided by BlueCat are made available on a subscription basis per unique user pursuant to a Purchase Order. Each subscription commences on the date a user is provided access to the e-Learning Services and runs for a continuous period of time until the Subscription Period has expired

Unique Users. Subscriptions to the e-Learning Services and instructor-led training courses are personal to each user and are non-transferable. Users may not share logons, passwords or licensed content. Customer is responsible for securing and protecting login and other access information from unauthorized disclosure or use.

Ownership. All rights and ownership in e-Learning Services remain solely with BlueCat.

Confidential Information. All information relating to the e-Learning Services shall be treated as confidential information. All confidential information shall be subject to the terms and conditions of the existing confidentiality agreement between Customer and BlueCat, or, if none, then Customer 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 E-LEARNING SERVICES IS PROVIDED "AS IS". BLUECAT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT OR SERVICE. 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.

Restrictions. All licensed content related to the e-Learning Services is for internal training purposes only. Customer may not: (a) copy, distribute, export, translate, disclose or make available to another party or location, the e-Learning Services; b) reverse engineer, disassemble, decompile, or electronically transfer into another computer language the e-Learning Services or any component thereof. All e-Learning Services are subject to United States and Canadian export control laws. Customer may not copy, export or transfer the e-Learning Services or access the e-Learning Service from a location other than that provided to BlueCat without BlueCat's express written consent.

Term. Unless otherwise agreed to in writing by the parties in a sales quote or otherwise, the term of the e-Learning Services is on the applicable Purchase Order ("**Term**"). Upon expiry of the Term, the e-Learning Services shall automatically terminate, and Customer shall cease using the services and delete/remove any and all access.

[END OF AGREEMENT]