



EVALUATION LOAN AGREEMENT

IMPORTANT! PLEASE READ BEFORE USING OUR PRODUCTS AND SERVICES.

BY DOWNLOADING THE PRODUCT, ACCESSING THE SERVICE, OR OTHERWISE 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 a BlueCat software product ("**Product**") or access a BlueCat cloud service ("**Service**"), you or the principal you represent ("**Borrower**") agree with BlueCat Networks, Inc. if Borrower is located outside of the United States of America and Japan, or BlueCat Networks (USA) Inc., if Borrower is in the United States of America or Japan, and BlueCat Federal USA, Inc. if Borrower is a US Federal Government customer or reseller located in the United States of America (in either case, "**BlueCat**"), as follows:

FOR BLUECAT PRODUCTS. BlueCat shall loan Borrower one or more BlueCat Product under a limited, non-exclusive, non-transferable, non-assignable license for the Term and the exclusive purpose of allowing Borrower to evaluate a single instance of each Product. 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.

FOR BLUECAT SERVICES. BlueCat shall provide Borrower access and permit use of the Service during the Term of this Agreement, on a non-exclusive, non-transferable, non-assignable basis for the Term and the exclusive purpose of allowing Borrower to evaluate the Service. A copy of Borrower's evaluation results shall be provided to BlueCat, but not to any third party.

OWNERSHIP. All rights and ownership in BlueCat Products and Services remain solely with BlueCat.

CONFIDENTIAL INFORMATION. All information relating to the Products and Service, 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 AND ACCESS TO THE SERVICE 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. 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 Services, or any component thereof, or disclose how the Product or Service works; and (b) reverse engineer, disassemble, decompile, or electronically transfer into another computer language the Product or Service or any component thereof. All Products are subject to United States and Canadian export control laws. Borrower may not copy, export or transfer the Product, or access the Service from a location other than that provided to BlueCat without BlueCat's express written consent.

SUPPORT. Borrower shall allow BlueCat to assist in the initial set up and installation of the Product and Service 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 the date BlueCat provides Borrower with login access and/or products keys (“**Term**”). Upon expiry of the Term, the limited loan and license to the Product, and/or access to the Service shall automatically terminate.

If Borrower decides not to purchase the Product and/or Service, Borrower shall (i) delete all virtual instances of the Product, (ii) return all related hardware, and/or (iii) discontinue using the Service immediately. All Product returned by Borrower shall be in the same condition as received, subject to minimal wear and tear, and shall be shipped in the original or substantially protective packaging, at the Borrower’s expense and risk. Borrower shall bear the risk of loss and damage of Product until receipt by BlueCat. Upon BlueCat’s request, Borrower agrees to certify to destruction of any Product not return.

If Borrower elects to purchase the Product and/or Service, Borrower shall contact BlueCat to arrange for the purchase of the Product and/or Service, which shall be subject to BlueCat’s then current standard Master Agreement, available at <https://www.bluecatnetworks.com/license-agreements/>, unless otherwise agreed to by the parties.

TERM OF AGREEMENT. This Agreement shall be valid for two years following the first download of Product and/or access to the Service. During the term of this Agreement, additional Products and Services may be loaned to Borrower under this Agreement.

GENERAL. Borrower shall reimburse BlueCat for any damage resulting from unauthorized use or misuse of the Product or Service. The laws of the Province of Ontario shall apply to this Agreement, excepting its choice of law provisions and Toronto shall be the venue.

[END OF AGREEMENT]