

TERMS AND CONDITIONS
FOR
THYCOTIC TRIAL SOFTWARE PRODUCTS

This agreement (the “Agreement”) sets forth the terms and conditions under which Thycotic Software, LLC (“Thycotic”) agrees to license and the party whose name appears on the signature page of this Agreement under Licensee (the “Licensee”) agrees to use certain versions of software products marketed by Thycotic that are offered on a trial basis by Thycotic (“Trial Products”). This Agreement forms the entire agreement between Thycotic and Licensee regarding Trial Products.

Section 1. License and Restrictions

- 1.1 License. Thycotic hereby grants to Licensee a non-exclusive, non-transferable, limited use and royalty-free license to use the Trial Product in order to test the Trial Product within Licensee’s internal systems in order to make a determination as to whether Licensee wishes to purchase the product underlying the Trial Product in a more permanent form. The initial period of this license shall be thirty (30) days, however such period may be extended for one or more additional days with the agreement of Thycotic, which agreement shall not be unreasonably withheld if testing and negotiations for purchase of a for-fee version of the software are on-going. Licensee hereby acknowledges that the Trial Product is coded with an expiration date and will automatically cease to function on that date if Thycotic does not agree to an extension.
- 1.2 Restrictions. In exchange for the license granted in Section 1.1, Licensee agrees that it shall not (i) transfer the Trial Product software to any third party; or (ii) reverse engineer, decompile, or disassemble (including, without limitation, add, delete or modify the resources in the compiled assemblies) the Trial Product.

Section 2. Support.

2.1 Support. To assist Licensee in evaluating the Trial Product, during the term of the license granted in Section 1.1, Thycotic will provide Licensee with reasonable Support Portal, telephone, e-mail and remote assistance for the Trial Product Monday through Friday, 7am – 7pm US Eastern Time for prospects located in North America & 8am to 8pm Greenwich Mean Time for customers located outside of North America, excluding the following US Public Holidays: New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving, the Day after Thanksgiving, Christmas Eve, and Christmas Day.

Section 3. Limited Warranty.

3.1 No Violation of Law. The Trial Product shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements.

3.2 No Malware. The Trial Product does not and shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware.

3.3 No Other Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, THE TRIAL PRODUCT IS PROVIDED TO LICENSEE ON AN “AS-IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS WITHOUT ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

Section 4. Other Provisions.

4.1 Governing Law. This Agreement will be subject to the laws of the District of Columbia, USA, without reference to conflict of laws principles.

4.2 Term. The term of this Agreement shall be the same as the term of the license granted under Section 1.1.

4.3 Notices. Each party shall provide the other with an address for written notices regarding this Agreement upon request.

4.4 Arbitration. In the case of all disputes under this Agreement, the parties shall first endeavor to settle such disputes by negotiation. If the parties are unable to resolve the dispute by negotiation after a reasonable period, either party may request that the dispute be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”). To the extent the parties are unable to agree on an arbiter within ten (10) days of the receipt of the notice of the dispute by the non-initiating party, they will ask the AAA to appoint an arbiter. Following the naming of the arbiter, each party shall use its best efforts to submit all required materials and to conduct all required actions so as to permit the arbiter to reach a decision within thirty days of the date of the arbiter’s appointment unless the arbiter shall designate a longer period. The decision of the arbiter shall be binding upon both parties in all respects and either party may have such decision entered into judgment by a court of applicable jurisdiction for enforcement, if necessary. In the event of any dispute arising out of the subject matter of this Agreement (whether resolved by arbitration or otherwise), the

prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

THEREFORE, the parties have executed this Agreement in duplicate originals.

Licensee _____

Thycotic Software, LLC

(Sign)

(Sign)

Name (Print)

Name (Print)

Title

Title

Date

Date

Contractor's Federal Tax I.D. number:

25-1866197

Status - Limited Liability Company