

## Intragen Software Evaluation Licence

Please read these licence terms carefully.

This evaluation licence agreement (the "**Evaluation Licence**") is a legal agreement between:

- (1) **[Customer/Partner name]**, a **company registered in England and Wales** with registered number **[ ]** (the "**Licensee**", "**you**" or "**your**"); and
- (2) **Intragen Limited**, a company **registered in England and Wales** with registered number **[ ]** (the "**Licensor**", "**us**" or "**we**").

This Evaluation Licence is limited in scope to allow you to evaluate the Software for the Objective (as defined below).

By signing this Evaluation Licence you agree to the terms of this Evaluation Licence, which constitutes the contract between us.

### What this Evaluation Licence does not cover

This Evaluation Licence does not cover your commercial use of the Software, and any use of the Software on a non-evaluation basis outside of this Evaluation Licence will be subject to a separate commercial licence agreement.

This Evaluation Licence does not cover any professional services provided by us to you, which (if relevant) are subject to a separate contract between you and us.

### 1. Interpretation

1.1. In this Evaluation Licence, unless context requires otherwise, the following definitions and rules of interpretation shall apply:

<b>"Business Day"</b>	a day other than a Saturday, Sunday or public holiday in <b>[England when banks in London]</b> are open for business.
<b>"Information"</b>	information disclosed by, or on behalf of, us and obtained by you relating to the Software.
<b>"Objective"</b>	evaluation of the Software by you for use in your business.
<b>"One Identity™ Software"</b>	means any software produced and/or licensed by One Identity, with which the Software interacts.
<b>"Software"</b>	means the Intragen software programs which are provided to you under the terms and subject to this Evaluation Licence being <b>[insert detail of applications ]</b> .
<b>"System"</b>	means your computer system.

**"Third-Party Software"**

means any third-party software with which the Software interacts but excluding the One Identity™ Software.

**"Trial Period"**

means **[insert trial period – 12 months as standard but TBC].**

**2. Licence**

- 2.1. In consideration of the mutual promises and undertakings in this Evaluation Licence, we hereby grant you a personal, non-transferable, non-exclusive licence to use the Software on the System during the Trial Period solely for the purposes of the Objective, and provided that this is limited to use in a non-live environment, with non-live data. You must not use the Software in a production environment during the Trial Period.
- 2.2. You acknowledge and agree that the Software is provided for the purposes of the Objective only, and all copies provided and made may not be operated with effect from the end of the Trial Period (unless such period is extended at Intragen's agreement) if you have not at that time accepted a full licence of the Software.
- 2.3. You will be provided with one copy of the Software, and may not make any further copies of the Software save to the extent necessary for the purposes of the Objective. You may not load all or any part of the Software other than on your System without our prior written agreement.
- 2.4. During the Trial Period this licence may be terminated immediately by us giving written notice if you are in breach of any of your obligations under this Agreement.
- 2.5. The licence may be terminated by you during the Trial Period upon seven days' written notice or upon acceptance by you of a full licence for the Software.
- 2.6. Upon termination not followed by a full licence, you shall within two Business Days ensure that you permanently archive and delete all copies of the Software and Information.
- 2.7. Save for death and personal injury caused by our negligence, we shall have no liability of any kind in any circumstances whatever to you in respect of the Software or Information. You acknowledge and agree that this is reasonable because: (i) there is no commercial charge for the Evaluation Licence; and (ii) your use of the Software in accordance with the parameters of this Evaluation Licence cannot cause you any loss, given that you are not using the Software in a production environment. In particular, we shall have no liability in any circumstances whatever for any data loss or corruption given that you are not using the Software in a production environment, and you agree that you have sole responsibility for protecting your data during evaluation of the Software.
- 2.8. Save as set out explicitly elsewhere in this Evaluation Licence no representations, conditions, warranties, or other terms of any kind are given in respect of the Software or the Information, and all statutory warranties and conditions are excluded to the fullest extent possible.

**3. Interaction and suitability for third party products**

- 3.1. The Software does not constitute an add-on to One Identity™ Software or any other Third Party Software, but is designed, where it is described as such in our commercial

licence terms, and where it is used correctly by the Customer, to be compatible with certain One Identity™ Software as referenced in our commercial licence terms.

- 3.2. Neither this Licence nor any of our commercial licences covers your use of One Identity™ Software or any other Third Party Software. We make no promises or assurances under any of our licences of the suitability of the One Identity™ Software or any other Third Party Software or of the Software for your specific purposes, and you are responsible for ensuring that each of the same is suitable for your specific requirements.

#### 4. **Non-disclosure agreement**

- 4.1. In consideration of the disclosure by us to you of the Software and the Information for the purpose of the Objective, you undertake that you will respect and preserve the confidentiality of the Software and the Information for a period of ten years after the date of such disclosure (subject to clause 4.3 below). You shall not without our prior written consent:

- 4.1.1. communicate or otherwise make available the Information or the Software to any third party; or

- 4.1.2. use the Information or Software for any commercial, industrial or other purpose other than the Objective; or

- 4.1.3. copy, adapt, or otherwise reproduce the Information or Software save as strictly necessary for the purposes of the Objective.

- 4.2. You may disclose the Software and Information or any part thereof, with our prior consent, to any employee who needs access to the Software and the Information in connection with the Objective. In such an event you agree to ensure, before such disclosure, that the employee in question is made aware of the confidential nature of the Software and Information and understands that they are bound by conditions of secrecy no less strict than those set out here. You agree to monitor the use of the Software and Information by these employees and to enforce their obligations of confidence at the request of the Company.

- 4.3. The obligations contained in this clause shall not apply, or shall cease to apply, to such part of the Information as you can show to our reasonable satisfaction:

- 4.3.1. has become public knowledge other than through fault of you, or an employee of yours to whom it has been disclosed in accordance with clause 4.2 above; or

- 4.3.2. was already known to you prior to disclosure to it by us; or

- 4.3.3. has been received from a third party who neither acquired it in confidence from us, nor owed us a duty of confidence in respect of it.

#### 5. **Property Rights**

- 5.1. We own the Software, Information and all related documentation. You acknowledge that any disclosure pursuant to this Evaluation Licence shall not confer on you any intellectual property or other rights in relation to the Software or the Information other than your right to use under clause 2.1.

5.2. If a third party notifies you of any claim that the use of the Software or Information infringes any right of a third party, you agree to immediately notify us. If any such claim is made to you or us, you shall, at our request, immediately cease use of the Software. If we are unable to allow you to continue evaluation of the Software, the provisions of clause 2.4 shall apply.

6. **General**

6.1. The person signing this Evaluation Licence on your behalf confirms that they are authorised to enter into this Evaluation Licence on your behalf, and to bind you to its terms and conditions.

6.2. No variation of this Evaluation Licence shall be effective unless it is in writing and signed by or on behalf of both parties.

6.3. "Writing" or "written" excludes faxes and email.

6.4. This Evaluation Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. However, we may enforce your obligation of confidence in the courts of any jurisdiction having competence to issue an injunction directly enforceable against you.

**This agreement** has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR] for and on behalf of [Intragen company to be inserted]

.....  
Director

Signed by [NAME OF RECIPIENT] for and on behalf of [Licensee company to be inserted]

.....  
Director