

## TERADICI END USER LICENSE AGREEMENT

### PCoIP Test Drive

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5. **Third Party Software.** Licensee acknowledges that the Licensed Product may be distributed alongside or contain or use certain third party software ("Third Party Software"). THIRD PARTY SOFTWARE IS (IN ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT), SUBJECT TO AND GOVERNED BY (AND LICENSEE AGREES TO, AND SHALL INDEMNIFY TERADICI FOR NONCOMPLIANCE WITH) THE RESPECTIVE LICENSES FOR THE THIRD PARTY SOFTWARE AVAILABLE AT <http://www.teradici.com/third-party-licenses>.
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due and payable. Licensee shall pay on demand all of Teradici's reasonable attorney fees and other costs incurred by Teradici to collect any fees or charges due Teradici under this Agreement following Licensee's breach of this Section 2. Unless otherwise stated, the License Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Licensee is responsible for paying all Taxes associated with Licensee's purchases hereunder. If Teradici has the legal obligation to pay or collect Taxes for which Licensee is responsible under this Section 6, the appropriate amount shall be paid by Licensee promptly following notice thereof, unless Licensee provides Teradici with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Teradici is solely responsible for taxes assessable against it based on Teradici's income, property and employees.

7. **Termination.** All licenses shall terminate (a) immediately, in the case of a breach of Section 1, and (b) thirty (30) days (or ten (10) days in the case of non-payment) after notice of any other breach of this Agreement by Licensee that remains uncured at the end of any notice period. A license shall also terminate upon the expiration of any applicable license period specified for the applicable Licensed Product on the Teradici price list (as applicable) or such other license period as has been expressly agreed to by Teradici (provided that, in any case, a free evaluation license shall have a license period of not more than one hundred and eighty (180) days). Upon any termination, Licensee shall immediately cease all use of the Licensed Product and return or destroy all copies of the Licensed Product and all portions thereof and so certify to Teradici. Except as otherwise expressly provided herein, the terms hereof shall survive any termination. Termination is not an exclusive remedy and all other remedies shall be available whether or not termination occurs.
8. **Confidentiality.** "Confidential Information" means Teradici's and Teradici's affiliates' non-public information (including copies, summaries, and extracts): (A) that is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; (B) that is disclosed in non-tangible form, identified as confidential at the time of disclosure, summarized in a writing labelled as "confidential", and delivered to Licensee or any Licensee affiliate (as applicable) within fifteen (15) days after disclosure; or (C) that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include information that: (i) is or becomes generally publicly available at or after the time of disclosure through no fault of either Licensee or any Licensee affiliate (as applicable); (ii) was known to Licensee or Licensee's affiliate (as applicable), free of any confidentiality obligations, before its disclosure by either Teradici or Teradici's affiliate; (iii) becomes known to Licensee or Licensee's affiliate (as applicable), free of any confidentiality obligations, from a source other than either Teradici or Teradici's affiliate; or (iv) is independently developed by either Licensee or Licensee's affiliate without use of Confidential Information.

Licensee shall only use Confidential Information for the purposes of this Agreement and shall not reproduce, disseminate, or disclose Confidential Information to any person, except to its affiliates, employees and authorized representatives (i.e., temporary employees, consultants, and contractors) who need to know the Confidential Information for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as those in this Section 8 (Confidentiality). Licensee shall treat all Confidential Information with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care.

Licensee may disclose Confidential Information: (i) as approved in a writing signed by Teradici; (ii) as necessary to comply with any law or valid order of a court or other governmental body; or (iii) as necessary to establish the rights of either party, but only if, in the case of Section 8(c)(ii) and

Section 8(c)(iii), Licensee (A) promptly notifies Teradici the particulars of the required disclosure; and (B) gives Teradici all assistance reasonably required by Teradici to enable Teradici to take available steps to prevent the disclosure or to ensure that disclosure occurs subject to an appropriate obligation of confidence.

As applicable, Licensee is responsible for ensuring that its employees, authorized representatives and affiliates fully comply with the obligations of the Licensee under this Section 8 (Confidentiality).

9. **Support and Maintenance Services.** Teradici does not provide any support or maintenance for the Licensed Product under this EULA. Online support for this Licensed Product may be found at the community forum located at [www.communities.teradici.com](http://www.communities.teradici.com).
10. **Warranty.** Teradici warrants to Licensee that the Licensed Product will, for a period of Thirty (30) days following delivery ("Warranty Period"), substantially conform to the applicable Documentation, provided that the Licensed Product (a) has been properly installed and used at all times and in accordance with the applicable Documentation; and (b) has not been modified or added to by persons other than Teradici or its authorized representative. Teradici will, at its own expense and as its sole obligation and Licensee exclusive remedy for any breach of the foregoing warranty, either replace the applicable Licensed Product or correct any reproducible error in the Licensed Product reported to Teradici by Licensee in writing during the Warranty Period. If Teradici determines that it is unable to correct the error or replace the Licensed Product, Teradici will refund to Licensee all License fees actually paid by Licensee, in which case the License for the applicable Licensed Product and Licensee right to use such Licensed Product will terminate
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12. **Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, NEITHER TERADICI NOR ANY TERADICI SUPPLIER OR LICENSOR SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER HEREOF OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY: (A) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID TO TERADICI IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT; (B) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (C) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MORAL, EXEMPLARY OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR COST SAVINGS) EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (D) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (E) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE LICENSED PRODUCT IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE LICENSED PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). USE OF THE LICENSED PRODUCT IN HIGH RISK ACTIVITIES IS NOT AUTHORIZED. THE PARTIES AGREE THAT THIS SECTION 6 REPRESENTS

A REASONABLE ALLOCATION OF RISK AND THAT TERADICI WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION.

13. **Feedback.** Licensee hereby grants a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any Teradici product or service any suggestions, recommendations, requests for enhancement or other feedback provided by Licensee and related to the Licensed Product.
14. **Injunctive Relief.** Actual or threatened breach of certain sections of this Agreement (such as, without limitation, provisions on intellectual property (including ownership), license and confidentiality) may cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Teradici shall be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.
15. **Embedded Reporting / Compliance Routine; Data Access and Use.** Licensee acknowledges that Licensed Products may contain automated reporting routines that will automatically identify and analyze certain aspects of use and performance of Licensed Products and/or the systems on which they are installed, as well as the operator and operating environment (including problems and issues that arise in connection therewith), and provide e-mail and other reports to Company. Company will be entitled to inspect the installation and configuration of such Products and systems from time to time on reasonable notice. Provided it does not identify Licensee, Company will be free to use for development, diagnostic and corrective purposes any data and information it so collects relating to diagnosis, problems, systems, performance, use or functionality, and may allow others to do so. Notwithstanding the foregoing, except as otherwise agreed to by end-user, Company shall not collect, store, analyze or use Licensee's Proprietary Information without prior written consent of Licensee and shall not collect, store, analyze or use personal information by any means for any reason or purpose.
16. **Miscellaneous.** Neither this Agreement nor the licenses granted hereunder are assignable or transferable by Licensee (and any attempt to do so shall be void). An assignment by operation of law or a change of control (directly or indirectly) shall be defined as an assignment or transfer under this Agreement. Teradici may assign and transfer this Agreement and the licenses granted hereunder without restriction. The provisions hereof are for the benefit of the parties only and not for any other person or entity. Any notice, report, approval, authorization, agreement or consent to or requested of Teradici required or permitted hereunder shall be in writing addressed to: Teradici Corporation, Attention: Finance & Legal Department, Suite 101, 4621 Canada Way, Burnaby, BC V5G4X8, Canada. No failure or delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any partial exercise of any right or power hereunder preclude further exercise. If any provision shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this arrangement shall otherwise remain in full force and effect and enforceable. This agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof and any waivers or amendments shall be effective only if made in writing, and any pre-printed or standard terms of any purchase order, confirmation or similar form, even if signed by the parties after the effectiveness hereof, shall have no force or effect. The substantially prevailing party in any action to enforce this agreement shall be entitled to recover its attorney's fees and costs in connection with such action. The Licensed Product (a) was developed at private expense and includes trade secrets and Confidential Information; (b) is a commercial item consisting of commercial

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## Exhibit A – PCoIP Test Drive

### **Licensed Product:**

1. PCoIP Standard Agent
2. PCoIP Software Client

### **License Fees:**

\$0

### **License Term:**

From 30 days up to 60 days, depending on the date of generation of the activation key by Teradici.

### **Number of Users:**

1 User Internally