

INTERCEDE EVALUATION LICENCE AGREEMENT

THIS SUBSCRIPTION AGREEMENT (the "Agreement") is between Intercede Limited ("Intercede") whose registered address is at Lutterworth Hall, St Mary's Road, Lutterworth, Leicestershire, LE17 4PS, United Kingdom; and Customer, effective immediately upon acceptance and/or use by Customer of MyID SecureVault only.

IMPORTANT: THIS THIRTY (30) DAY EVALUATION SUBSCRIPTION LICENCE AGREEMENT (THE "AGREEMENT") ACCOMPANIES THE SOFTWARE PRODUCT YOU ARE ABOUT TO INSTALL AND RELATED EXPLANATORY MATERIALS (THE "PROGRAMS"). THE TERM "PROGRAMS" ALSO SHALL INCLUDE ANY MODIFIED VERSIONS OR UPDATES OF THE SOFTWARE PROVIDED TO YOU BY INTERCEDE. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MUST NOT INSTALL THE PROGRAMS

UPON YOUR ACCEPTANCE OF THIS AGREEMENT, INTERCEDE GRANTS YOU A LIMITED, NON-EXCLUSIVE LICENCE TO USE THE PROGRAMS AS FOLLOWS:

1. **USE OF PROGRAMS.** You may install and use the Programs (and accompanying documentation) internally in your organisation solely for evaluation and testing purposes on a single computer system. You may not use the Programs for any development, commercial or production purpose. The Programs may not be transferred, sold, assigned, sublicensed or otherwise conveyed (whether by operation of law or otherwise) to another party without Intercede's prior written consent.

2. **COPY RESTRICTIONS AND OTHER RESTRICTIONS.** You may not copy the Programs except that you may make one copy for back-up and archival purposes and you may make one copy of the written materials and guides accompanying the Programs ("Documentation") for your own use. Except as expressly permitted in the Documentation, you may not modify or adapt the Programs in whole or in part (including but not limited to translating or creating derivative works) or reverse engineer, decompile or disassemble the Programs (except to the extent applicable laws specifically prohibit such restriction). You shall not remove any copyright notices or other proprietary notices from the Programs or Documentation and you must reproduce such notices on all copies or extracts of the Programs and Documentation. Results of benchmark or other performance tests run on the Programs may not be disclosed to any third party without Intercede's prior written consent.

3. **COPYRIGHT AND OWNERSHIP.** The Programs are owned by Intercede, its subsidiaries or their approved suppliers and are protected by copyright laws. Except as specifically granted under this Agreement, no right, title or interest in the Programs is transferred. You agree that the Programs and all intellectual property rights in the Programs are and shall remain the exclusive property of Intercede.

Customer acquires no rights of any kind in or to any Intercede trademark, service mark, trade name, logo or product designation and shall not make any use of the same for any reason except as expressly authorised by this Agreement or otherwise authorised in writing by Intercede. Customer shall cease to use in any manner such markings or any similar markings upon the expiration or termination of this Agreement.

4. CONFIDENTIAL INFORMATION. The Programs and all information, data, drawings, specifications, documentation, software listings, source or object code which Intercede may have imparted and may from time to time impart to you relating to the Programs (other than the ideas and principles which underlie the Programs), is proprietary and confidential. You hereby agree that you shall use the same solely in accordance with the provisions of this Licence and that you shall not at any time during or after expiry or termination of this Licence, disclose the same, whether directly or indirectly, to any third party without Intercede's prior written consent. The foregoing provisions shall not prevent the disclosure or use by you of any information which is or hereafter becomes public knowledge (unless that is in any way the result of your actions) or to the extent permitted by law.

5. SUPPORT. These Programs are provided on an "as is" basis and are unsupported. This Agreement does not entitle you to any maintenance or other services or any updates or new versions of the Programs.

6. TERMINATION. Your licence to use the Programs will automatically terminate thirty (30) days after the day of your installation of the Programs. In addition, Intercede may immediately terminate this Agreement on notice to you. Upon termination, you shall immediately cease using the Programs and shall destroy all copies of the Programs (and associated Documentation) in any form. All disclaimers of warranties and limitations of liability shall survive any termination of this Agreement.

7. WARRANTY DISCLAIMER. The Programs are provided AS IS, without any warranty whatsoever. INTERCEDE DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION ON LIABILITY. NEITHER INTERCEDE, ITS SUBSIDIARIES NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR ANY LOSS OR DAMAGE HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY INACCURACY OF DATA, LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. EXPORT. You agree to fully comply with all laws and regulations of the United Kingdom and other countries ("Export Laws") to assure that neither the Programs or any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons production.

(10) Entire Agreement; Modification and Waiver. This Agreement constitutes the entire understanding between Customer and Intercede with respect to the subject matter hereof and Intercede makes no representations to Customer except as expressly set forth herein. Terms and conditions set forth in any purchase order or other document provided by Customer to Intercede that differ from, conflict with, or are not included in this Agreement are not part of any agreement between Intercede and Customer unless specifically accepted by Intercede in writing. This Agreement shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement of the parties hereto. The failure of either party, in any one or

more instances, to enforce any of the terms of this Agreement shall not be construed as a waiver of future enforcement of that or any other term.

(11) Assignment. Customer may not assign this Agreement, or any of its rights or obligations hereunder, without Intercede's written consent, which consent shall not be unreasonably withheld.

(12) Severability. If any provision of this Agreement is for any reason held illegal or unenforceable, then such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement.

13. **GOVERNING LAW; COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties with respect to the Programs and is governed by and construed in accordance with English law.

BY AGREEING TO THE ABOVE CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU ARE DULY AUTHORISED TO DO SO.

If you have any questions concerning this Agreement, wish to extend your evaluation period, obtain a perpetual licence or otherwise wish to contact a support person, please contact Intercede.