

TERADICI END USER LICENSE AGREEMENT

BY SELECTING "AGREE" OR "I ACCEPT THE TERMS IN THE LICENSE AGREEMENT" AND/OR INSTALLING, ACTIVATING AND/OR USING THIS LICENSED PRODUCT (AS DEFINED IN SECTION 1 BELOW), YOU AND/OR THE ENTITY THAT YOU REPRESENT ("LICENSEE") ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THE LICENSE AGREEMENT WITH TERADICI CORPORATION ("TERADICI") CONSISTING OF THIS PARAGRAPH AND THE FOLLOWING TERMS (THIS "AGREEMENT") WITH RESPECT TO THE LICENSED PRODUCT. PROVISION OF THE LICENSED PRODUCT IS CONDITIONED ON, AND LICENSEE'S INSTALLATION OR USE OF THE LICENSED PRODUCT SHALL CONSTITUTE, LICENSEE'S ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF LICENSEE REGISTERS FOR A FREE TRIAL OF THE LICENSED PRODUCT, THIS AGREEMENT SHALL ALSO GOVERN THAT FREE TRIAL. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF LICENSEE DOES NOT UNCONDITIONALLY AGREE TO THE FOREGOING, LICENSEE SHOULD NOT SELECT "AGREE" OR "I ACCEPT THE TERMS IN THE LICENSE AGREEMENT" AND/OR INSTALL, ACTIVATE AND/OR USE THE LICENSED PRODUCT. IF YOU CONTINUE WITH USE OR INSTALLATION, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AUTHORIZED TO BIND LICENSEE.

1. **Grant of License and Restrictions.** Subject to the terms hereof, payment of any License Fees (as defined in Section 2), and any applicable user/use limitations specified in this Agreement, Teradici grants Licensee a personal, limited, revocable (in accordance herewith), non-sub-licensable, non-transferable, nonexclusive, right to use a Licensed Product in object code form only, and only in accordance with Teradici's applicable user documentation. For these purposes, "**Licensed Product**" shall include software (including firmware that may be loaded on, embedded in or otherwise included with a product purchased by Licensee), any updates to the foregoing and all Teradici and/or third-party proprietary documentation, including any installation documents, provided by Teradici to Licensee. The license under this Section 1 shall not survive expiration or termination of this Agreement. Except for one copy solely for back-up purposes, Licensee may possess only the number of copies of the Licensed Product as has been expressly authorized by Teradici; Teradici retains ownership of the Licensed Product and all copies (including all intellectual property rights therein) and Licensee shall maintain the copyright notice and any other notices that appear on the Licensed Product on any copies and any media.

Licensee shall not (and shall not allow any third party to): (a) reverse engineer, adapt, translate, decompile, disassemble or attempt to discover any source code or underlying ideas or algorithms of the Licensed Product (except to the extent that applicable law prohibits reverse engineering restrictions); (b) use the Licensed Product (i) on or in connection with any client device not running on an operating system or hardware expressly authorized by Teradici; or (ii) on or in connection with any client device whose primary function is to deliver desktops and applications via remote display protocols (e.g., "thin" and "zero" clients); (c) use the Licensed Product to connect to or interoperate with any non-Teradici offering (d) provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, the Licensed Product (except as expressly and specifically authorized by Teradici); (e) possess or use any Licensed Product, or allow the transfer, transmission, export, or re-export of the Licensed Product or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department's Office of Foreign Assets Control, or any other government agency; (f) disclose to any third party any benchmarking or comparative study involving the Licensed Product; (g) use the Licensed Product to transmit infringing, libelous, or otherwise unlawful or tortious material, or to transmit material in

violation of third party privacy rights; (h) interfere with or disrupt the integrity or performance of the Licensed Product or third party data contained therein; (i) attempt to gain unauthorized access to the Licensed Product or its related systems or networks; or (j) modify or create derivative works from the Licensed Product. Without in any way limiting the foregoing, any and all modifications or derivatives of the Licensed Product made by any person shall be owned by Teradici and Licensee hereby irrevocably assigns, transfers and conveys any modifications or derivatives thereof (including all intellectual property rights therein) to Teradici.

Prior to disposing of any media or apparatus containing any part of the Licensed Product, Licensee shall completely destroy such part of the Licensed Product contained therein. Further, any Licensed Product specifically licensed for evaluation purposes, without charge or for a nominal charge, shall be deemed a free evaluation license and may be used for purposes of evaluation for a paid license only, and not for any productive use. 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/docs/third-party-licenses.php>.

2. **Fees and Payment; Taxes.** This Section 2 is applicable in any instance where fees are payable by Licensee for the Licensed Product ("**License Fees**") and not where the Licensed Product is provided by Teradici free of charge to Licensee (including, without limitation, under a free evaluation license). Within thirty (30) days after first receipt of the Licensed Product or the date(s) otherwise expressly agreed by Teradici, Licensee shall pay Teradici all applicable License Fees for any authorized copies or uses of Licensed Product or such other License Fees as have been expressly agreed to by Teradici. In addition, without limiting Teradici's remedies, if Licensee makes or uses copies, or has users/uses, that are not authorized hereunder, it shall so report to Teradici and shall pay additional license and maintenance and support fees (if applicable) equal to Teradici's then current standard fees for the license and maintenance and support of such extra copies and users/uses (from time to time upon request, Teradici shall be entitled to audit or have audited all systems and records relevant to assure compliance with the foregoing; any audit showing noncompliance shall be at Licensee's expense). All payments shall be made in the currency of, and within the borders of the country (or countries) specified by Teradici or Teradici's distributor or reseller. Any payments more than thirty (30) days overdue shall bear a late payment fee of 1.5% per month, or, if lower, the maximum rate allowed by law. Any License Fees that are unpaid as of the date of termination shall be immediately 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 2, 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.

3. **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 ninety (90) 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.

4. **Confidentiality.**

a. **Definitions.**

i. **"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:

A. 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);

B. 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;

C. 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

D. is independently developed by either Licensee or Licensee's affiliate without use of Confidential Information.

b. **No Use or Disclosure.** 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 4 (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.

c. **Required Disclosure.** 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 4(c)(ii) and Section 4(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.

d. **Responsibility for Representatives and Affiliates.** 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 4 (Confidentiality).

5. **Limited Warranty and Disclaimer.** THE LICENSED PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) FROM ANYONE INCLUDING TERADICI'S SUPPLIERS OR LICENSORS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. WITHOUT IN ANY WAY LIMITING THE FOREGOING, TERADICI DOES NOT WARRANT RESULTS OF USE OR THAT THE LICENSED PRODUCT IS BUG FREE OR THAT THE LICENSED PRODUCT'S USE SHALL BE UNINTERRUPTED.

6. **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.

7. **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.

8. **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.

9. **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 California 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 computer software and commercial computer software documentation regulated under FAR 52.227-14 and DFARS Section 227.7202 and shall not be deemed to be non-commercial computer software and/or non-commercial computer software documentation under any provision of DFARS; and (c) is NOT offered to US Government agencies under the commercial computer software license set forth at FAR 52.227-19. Consistent with 48 CFR 12.212 and 48 CFR 227.7202 as applicable, the Product is licensed to government end users solely as a commercial item and with only those rights as are granted to other end users under the terms of this Agreement. Technical data relating to commercial items shall be made available to the Government consistent with the requirements and limitations of FAR 52.227-14 or DFARS 252.227-7015, as applicable. The terms "commercial computer software," "commercial computer software documentation," "technical data relating to commercial items," shall have the meanings relating to each such term as are set forth in the aforementioned FAR and DFARS clauses, as applicable. All rights not expressly granted are expressly reserved by Teradici. Licensee is responsible for all acts and omissions of its affiliates or any person or entity whom Licensee is permitted under this Agreement to allow the use of or access to the Licensed Product. Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties.