

## SOFTWARE EVALUATION LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT ENTERED INTO BY AND BETWEEN YOU (THE “LICENSEE”) AND BRIDGEWATER SYSTEMS CORPORATION (“BRIDGEWATER”) (BRIDGEWATER AND YOU ARE COLLECTIVELY THE “PARTIES” AND INDIVIDUALLY A “PARTY”). BY CLICKING ON THE APPROPRIATE (“AGREE”) BUTTON BELOW YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE LIMITATIONS ON THE GRANT OF LICENSE AND THE DISCLAIMER OF WARRANTIES CONTAINED HEREIN. YOU ALSO CERTIFY THAT YOU ARE OF THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION IN WHICH YOU RESIDE (AT LEAST 18 YEARS OF AGE IN MANY COUNTRIES) AND YOU REPRESENT THAT YOU ARE LEGALLY PERMITTED TO ENTER INTO THIS AGREEMENT WITH BRIDGEWATER.

IF YOU ARE NOT PREPARED OR AUTHORIZED TO AGREE TO THIS AGREEMENT, DO NOT CLICK ON THE “I ACCEPT” BUTTON BELOW AND DO NOT USE THE SOFTWARE OR ANY PORTION THEREOF, AS YOU HAVE NO RIGHT TO DO SO.

IF YOU HAVE ANY QUESTIONS ABOUT THE TERMS OF THIS AGREEMENT OR THE SOFTWARE, PLEASE CONTACT BRIDGEWATER AT [MyPolicySupport@bridgewater.com](mailto:MyPolicySupport@bridgewater.com).

### 1. DEFINITIONS

“Software” means the MyPolicy Client Version 1.0 (Demo version) for RIM Blackberry, and any releases, derivatives, improvements, translations, adaptations, alterations, revisions, customizations, extensions, changes, enhancements or modifications thereto, if any.

### 2. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, Bridgewater grants to Licensee a personal, non-exclusive, non-transferable, royalty-free, time-limited license to use the Software for Licensee's own personal use solely for the purpose of evaluation, testing and demonstration. Licensee may install and use the Software on a single RIM handheld product (the “Device”), provided that Licensee observes reasonable security precautions to protect the Software from unauthorized access (e.g. password protection).

### 3. USE

Licensee shall not transfer, provide, sell, distribute or disclose the Software to any other person. Except as expressly permitted by this Agreement, Licensee will not otherwise copy, translate, modify, adapt, decompile, disassemble, reverse engineer, or otherwise create derivative works of the Software. Licensee will not assign this Agreement or transfer, lease, sell, rent, license, market, distribute, export, grant a sublicense or otherwise part with the Software to any person except as expressly permitted herein or with the written consent of Bridgewater. Licensee acknowledges that Bridgewater may have encoded within the Software limitations on the functionality that Licensee is authorized to use. Any attempt by Licensee to circumvent these limitations will be considered a breach of this Agreement.

Bridgewater may from time to time request reasonable evidence of compliance by Licensee with this Agreement.

#### *4. LICENSEE OBLIGATIONS*

Licensee agrees that Bridgewater may use without restriction any suggestions made by Licensee in relation to the Software, including without limitation in the enhancement of the Software or of any other Bridgewater products or services, and claim in its own name all patent rights, copyrights or other intellectual property rights as may be available in such suggestions, without accounting or paying any royalties to Licensee.

#### *5. OWNERSHIP OF SOFTWARE*

Title to the Software and all patents, copyrights, trademarks, mask works, circuit layout rights, design rights, trade secrets, residuals and other proprietary and intellectual property rights in or related to the Software are and will remain the exclusive property of Bridgewater or its licensors, whether or not specifically recognized or perfected under the laws of the country where the Software is located. Licensee will not take any action that jeopardizes such proprietary rights nor will it acquire any right in the Software, except the limited use rights specified herein. Title to any physical media provided with the Software shall remain with Bridgewater.

#### *6. CONFIDENTIAL INFORMATION*

Licensee agrees and acknowledges that it may have access to information that is confidential to Bridgewater or its third party suppliers including, but not limited to, any and all technical and non-technical confidential or proprietary information relating to the business or commercial offerings of Bridgewater (including that of its parent and affiliate companies, employees, suppliers, licensors and customers), whether or not stored in any medium, including, but not limited to, computer programs, code, algorithms, names and expertise of employees and consultants, information relating to existing, previous and potential suppliers, customers and contracts, know-how, trade secrets, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information which is either identified as confidential or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, to be confidential to Bridgewater ("Confidential Information"). Confidential Information includes original information supplied by the Bridgewater, as well as all copies, records, notes, reproductions, reports, analyses and other materials derived from or containing such information, in whole or in part. Licensee agrees to hold all Confidential Information disclosed hereunder to it in confidence and to use at least the same degree of care, but no less than reasonable care, to prevent any unauthorized disclosure of such Confidential Information that it uses to protect its own confidential information. Licensee shall use such Confidential Information solely for the purposes of performing this Agreement. Licensee agrees not to disclose or divulge any such Confidential Information to anyone except its employees, representatives and other contractors who have a need to

know same, subject to such parties agreeing in writing to confidentiality restrictions substantially similar to those contained herein. The foregoing obligations shall not apply to any Confidential Information which Licensee can show: (a) is, or becomes, available within the public domain through no fault of Licensee; or (b) is already in the possession of Licensee at the time of receiving the same without obligations of confidence; or (c) is independently developed by Licensee without any breach of this Agreement; or (d) is received by Licensee from a third party without restriction on its disclosure or use; or (e) is required to be disclosed by law. In the event that Licensee is requested pursuant to legal process to disclose any Confidential Information of Bridgewater, Licensee shall provide Bridgewater with notice to such effect, and at the request of Bridgewater will co-operate with Bridgewater in seeking relief against the disclosure of such Confidential Information. Licensee acknowledges that disclosure or use of the Confidential Information contrary to this Agreement will cause Bridgewater irreparable harm for which damages would not be an adequate remedy and further acknowledges that, in addition to any other remedies that may be available at law, Bridgewater may apply for all available equitable relief including injunctive relief.

#### **7. TERM AND TERMINATION**

The term of this Agreement shall be effective from the date the Software is first launched on the Device and shall, unless earlier terminated as provided herein, continue for ninety (90) days (the "Trial Demo Period"). This Agreement will terminate on the earlier of: (i) termination or expiry of the Trial Demo Period; or (ii) immediately upon written notice if Licensee violates any material term or condition of this Agreement. Upon termination of this Agreement, Licensee shall cease using and destroy all copies of the Software in its possession. All obligations of Licensee arising prior to termination shall survive termination.

#### **8. NO WARRANTIES**

THE SOFTWARE AND CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY. BRIDGEWATER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW.

#### **9. INDEMNITY**

Licensee shall defend, indemnify and hold harmless Bridgewater from all claims, losses, costs, damages, expenses (including attorney fees) and other liabilities arising out of Licensee's use, operation or possession of the Software, to the fullest extent permitted by law.

#### **10. EXCLUSION OF LIABILITY**

THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY COMPANY. IN NO EVENT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL BRIDGEWATER, ITS LICENSORS, OR THE AFFILIATES OR SUBSIDIARIES OF EITHER OF THEM, OR THEIR

RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS BE LIABLE TO COMPANY OR ANY OTHER PERSON OR ENTITY FOR ANY COSTS, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF HOW SUCH DAMAGES WERE CAUSED OR AROSE AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, AND/OR BRIDGEWATER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL BREACH OR A BREACH OF A FUNDAMENTAL TERM OF THIS AGREEMENT.

*11. U.S. GOVERNMENT RIGHTS*

If the Software is being licensed by or on behalf of any unit or agency of the United States Government, the following provision shall apply: If the Software is supplied to the Department of Defense, it shall be classified as "Commercial Computer Software" and the United States Government is acquiring only "restricted rights" in the Software as defined in DFARS 227-7202-1(a) and 227.7202-3(a), or equivalent. If the Software is supplied to any other unit or agency of the United States Government, rights will be defined in Clause 52.227-19 or 52.227-14 of the FAR, or if licensed by NASA, Clause 18-52.227-86(d) of the NASA Supplement to the FAR, or equivalent. If the Software or any software contained therein was licensed under a contract subject to the October 1988 Rights in Technical Data and Computer Software regulations, use, duplication and disclosure by the Government is subject to the restrictions set forth in DFARS 252-227.7013(c)(1)(ii) 1988, or equivalent.

*12. EXPORT LAWS*

(A) Bridgewater shall not be obliged to perform obligations under this Agreement if that performance is hindered by the export laws and regulations of Canada, the United States or other countries that are applicable to Bridgewater, whether at law or by contract.

(B) Licensee shall comply with all applicable laws and regulations pertaining to the export, re-export and import of Software in effect from time to time, including any conditions of any export licenses under which Bridgewater ships Software to Licensee and for which Licensee is advised by Bridgewater. Without limiting the generality of the foregoing, Licensee expressly warrants that it will not directly or indirectly export, re-export, or transship the Software in violation of any export or re-export laws or regulations of Canada, the United States or other countries. In addition, Licensee expressly warrants that, with respect to Software, it will not directly or indirectly export:

a) Software to any of the following destinations:

(i) any country on Canada's Area Control List; (ii) Afghanistan; (iii) Angola; (iv) Belarus; (v) Cuba; (vi) Democratic People's Republic of Korea [North Korea]; (vii) Eritrea; (viii) Iran; (ix) Iraq; (x) Liberia; (xi) Libya; (xii) Montenegro; (xiii) Myanmar [Burma]; (xiv) Rwanda; (xv) Serbia; (xvi) Sierra Leone; (xvii) Syria; and (xviii) Sudan.

b) Software to any end-user, whether civil, military or otherwise, directly or indirectly involved in the research, development or production of chemical, biological or nuclear weapons, or any missile programmes;

c) technical information relating to the design, development or implementation of the cryptographic components, modules, interfaces, or architecture of any Software; and

d) source code or pseudo-code, in any form, of any of the cryptographic components, modules, or interfaces of any Software.

(C) Licensee shall permit Bridgewater to audit, or at the option of Bridgewater shall provide Bridgewater copies of, Licensee's records regarding export and re-export of Software in order to verify compliance with applicable export laws and regulations, and Licensee agrees to implement any corrective actions recommended by Bridgewater as a result of such audit findings.

### *13. GENERAL*

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and cancels and supersedes any prior understandings, statements, representations, warranties, discussions, negotiations, commitments and agreements both oral and written between the parties hereto with respect thereto, whether oral or in writing, including all pre-printed terms and conditions appearing on Licensee's order forms, Bridgewater's acknowledgment of order forms and Bridgewater's invoice forms. There are no representations, warranties, terms, conditions, undertakings or collateral agreements expressed, implied or statutory, between the parties other than as expressly set forth in this Agreement. No change or modification to this Agreement shall be valid unless it is in writing and signed by a representative of both parties. This Agreement shall be governed by the laws of the Province of Ontario, Canada, without giving effect to that body of law applicable to choice of law. Each party hereby attorns to the jurisdiction of the courts of the Province of Ontario and agrees not to oppose any action brought in Ontario on the basis that the courts of Ontario are not appropriate or convenient for same. Each party hereby agrees to comply with all applicable laws, regulations and government orders in performing its obligations under this Agreement, including, but not limited to any applicable export laws. Should any provision or part of any provision of this Agreement be found void or unenforceable by a court of competent jurisdiction, such provision, or part thereof, shall be deemed severed, and the remainder of this Agreement shall remain in full force and effect. This Agreement may be executed in counterparts by the parties hereto, each of which counterparts, when so executed and delivered, shall be deemed an original, and all of which counterparts, taken together, shall constitute one and the same Agreement. The parties agree to accept faxed signatures as valid and binding in the execution of this Agreement. No party will be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. Neither party shall assign this Agreement without the prior written consent of the other. This Agreement binds the parties and their respective successors and permitted assigns. This Agreement is written in the English language only, which language shall be controlling in all respects.