

TRY & BUY AGREEMENT

GENERAL TERMS

This agreement ("Agreement") between you ("you" or "Customer"), and Netcope Technologies, a.s. (Netcope), governs the provision and your use of the Solutions and is effective upon your acceptance hereof.

1. PURPOSE. Netcope will provide you with hardware, software and/or services (collectively "Solutions") at no charge. You have a non-transferable right to use, perform and execute the Solutions solely for internal evaluation and testing purposes in a secure, non-production environment ("Purpose"). You shall not offer to, lease, sublicense, encumber, sell, assign or otherwise transfer or dispose of the Solutions, or move the Solutions from the original ship-to location, unless specifically agreed by Netcope.

2. SOFTWARE AND SERVICES. Software provided as part of the Solutions shall be governed by the End User License Agreement ("EULA"). If there are any conflicting terms, this Agreement will control. If the Solutions include services, then such services are governed by individual terms and conditions applicable to such services.

3. EVALUATION PERIOD. The "Evaluation Period" begins 5 days after the Solutions are shipped and will continue, subject to Section 9, for thirty (30) days. The Solution comes with an invoice („Invoice") issued by Netcope. At the end of the Evaluation Period, Customer will either: (a) return the Solutions at his own expense, in good condition, reasonable wear and tear excluded, within 10 days after expiration or termination of the Evaluation Period. In this case the Invoice becomes invalid and Netcope will issue a credit note. or (b) pay the purchase price of the Solutions as stated in the Invoice within 30 days. Title to the hardware Solutions (except for the software provided with such hardware) shall remain with Netcope until Customer has paid the purchase price in accordance with (b) above. However, title to any software will always remain with Netcope or the applicable licensor(s) (your rights are subject to license). All related reports, testing, feedback, benchmarking or other analysis shall be owned by Netcope.

4. WARRANTY DISCLAIMER. THE SOLUTIONS ARE PROVIDED "AS IS," WITH ALL FAULTS. NETCOPE DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOLUTIONS, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

5. LIMITATION OF LIABILITY. NETCOPE, ITS AFFILIATES, AND SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, OR FOR LOSS OF PROFITS; LOSS OF USE; LOSS OR USE OF DATA; OR BUSINESS INTERRUPTION OF ANY KIND. NETCOPE'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY SOLUTIONS WILL NOT EXCEED \$500 USD. THESE LIMITATIONS APPLY WHETHER ARISING UNDER CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY, EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. INTELLECTUAL PROPERTY RIGHTS. All rights, titles and interests to Netcope's intellectual property, including without limitation those embodied in the Solutions, remain with Netcope. Customer will not use the name of Netcope nor any Netcope trademarks, trade names, service marks, or quote the opinion of any Netcope employee in any advertising or otherwise without first obtaining the prior written consent of Netcope.

7. COMPLIANCE WITH LAWS. You will comply with all laws and regulations applicable to your use of the Solutions in any country in which you conduct business, including without limitation any laws relating to taxes, export, sanctions and anti-bribery or competition laws ("Applicable Laws"). You will not, and will not allow, the Solutions to be exported (i) to embargoed countries or (ii) without a license where such license is required by Applicable Laws.

8. CONFIDENTIALITY AND NON-DISCLOSURE Customer agrees to protect Netcope's confidential information with the same degree of care, but no less than a reasonable degree of care, as Customer uses with respect to its own confidential information. Customer will not disclose the confidential information of Netcope without the prior written consent of Netcope. "Confidential Information" means any oral, written, graphic or machine-readable information disclosed by Netcope that should be reasonably understood to be confidential.

9. TERMINATION/DATA BACKUP. Either party may terminate this Agreement and the rights granted hereunder at any time upon written notice. All confidentiality obligations will survive termination. Upon termination, Customer shall promptly return the Solutions as directed by Netcope. At any time, Netcope may require that the Solutions be returned. CUSTOMER MUST BACKUP ANY DATA OR SOFTWARE AND REMOVE ANY CONFIDENTIAL OR SENSITIVE DATA FROM THE SOLUTIONS PRIOR TO SURRENDERING THEM TO NETCOPE. UNDER NO CIRCUMSTANCES WILL NETCOPE BE LIABLE FOR LOST DATA OR SOFTWARE, COSTS ASSOCIATED WITH DATA OR SOFTWARE RESTORATION, FOR ANY DISCLOSURE OF CONFIDENTIAL OR SENSITIVE DATA RESIDING ON THE SOLUTIONS OR FOR ANY REQUIREMENTS TO COMPLY WITH SPECIAL RULES OR OTHER REQUIREMENTS THAT MAY APPLY TO CUSTOMER'S DATA ON OR IN THE SOLUTIONS. Customer agrees to indemnify, defend and hold harmless Netcope from any and all claims or liability against Netcope arising from any third party data that may be on the Solutions.

10. GOVERNING LAW. This Agreement, and ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND NETCOPE, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "Dispute") will be governed by the laws of the Czech Republic, without regard to conflicts of law. Each party agrees to accept venue in Czech Republic and to submit to the jurisdiction of the courts therein.

11. GENERAL. This Agreement (GENERAL TERMS and applicable CUSTOMER SPECIFIC TERMS) constitutes the entire agreement between you and Netcope regarding the Solutions. All CUSTOMER SPECIFIC TERMS need to be in writing, agreed and signed by both sides as amendment to GENERAL TERMS. Customer will not transfer or assign this Agreement. Netcope and Customer are independent contractors and neither is a legal representative or agent of the other.