

Thycotic Software Products and Services

End User License Agreement (EULA)

This End User License Agreement (“Agreement”), dated based on the earlier of either date of installation or the date of purchase or subscription (the “Effective Date”), is entered into by and between Thycotic Software, LLC, a Delaware limited liability company (“Thycotic”), with a principal place of business located at 1101 -17th Street, N.W., Suite 1102, Washington, DC 20036, and the individual/organization installing or purchasing the software :

_____ (“Licensee”) for Licensee’s use of the Thycotic software products listed in the purchase order issued in connection herewith (the “Product(s)”).

1. Products and Support

1.1 DIR Contract No. DIR-TSO-4365 and this Agreement sets forth each party’s rights and obligations with respect to Licensee’s acquisition from Thycotic of one or more software products (the “Product(s)” and services such as installation, set-up and/or training (collectively, “Services”) and help desk support (“Support”) related to those Product(s). The particular Product(s), Services and Support acquired by Licensee shall be as stated in the Thycotic order form covering this transaction (the “Purchase Order”). The Purchase Order shall also state, with respect to each Product, the type of license granted to Licensee for such Product. If the Purchase Order designates the license for a Product as a perpetual license (a “Perpetual License”), the license shall bear a one-time license fee and shall be otherwise perpetual, non-exclusive and royalty-free. If the Purchase Order designates the license as a subscription license (a “Subscription License”), the license shall be non-exclusive and shall bear annual license fees as set forth in the Purchase Order. In either case, the Product shall be delivered by electronic download and shall be available immediately on installation. The use of the Product is available to the number of Users and/or Agents (in the case of the Privilege Manager Product) and edition ordered by Licensee in the Purchase Order provided that Licensee pays the applicable license fees for such User licenses and edition licenses. The number of “Users” means, the maximum number of individual logins allowed to access and use the product. The number of “Agents” means the maximum number of individual endpoint computers that the endpoint agent can be actively installed on. Licensee can load and run software in one production environment and one unsupported test environment. The right to use additional test/staging environments can be purchased from Thycotic. Licensee cannot copy or transfer software to more than one production environment and one test environment.

The rights and licenses granted under this Agreement may be used by or on behalf of any Affiliate of Licensee **provided that the number of Users and edition of any license is not exceeded.** "Affiliate" means, with respect to the applicable party, any corporation, company, partnership, trust, sole proprietorship or other entity or individual which: (a) is owned, controlled or managed by such party, in whole or in part (b) owns, controls or manages such party, in whole or in part, or (c) is under common ownership or control with such party, in

whole or in part.

1.2 Licensee acknowledges and agrees that the Product(s) are subject to the export control laws and regulations of the United States (“Export Controls”), including the Export Administration Regulations (“EAR”), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Control, and agrees to the extent applicable, to comply with the Export Controls. Licensee further agrees that (i) Licensee is not an entity restricted or otherwise prohibited by the Export Controls; (ii) neither Licensee nor its Affiliates will export, re-export or otherwise transfer the Product(s) to any country subject to a United States trade embargo, or to a national or resident thereof; and (iii) neither Licensee nor its Affiliates will export, re-export, or transfer the Product(s) to an end-user engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles or chemical or biological weapons.

1.3 If Licensee purchases a Perpetual License, upon Licensee’s request and payment of the applicable support fees, Thycotic shall provide telephone, e-mail, and remote assistance support services for the Product (“Support”). Support shall be available on the following scheduled based on geography: (a) if Licensee is located in North America: Monday through Friday between the hours of 7am - 7pm US Eastern Time excluding major US Public Holidays (“Business Hours”); or (b) if Licensee is located outside of North America: Monday through Friday between the hours of 8am - 8pm UTC excluding major US Public Holidays (Greenwich Mean Time) (“International Business Hours”). All Support requests shall receive a response within twenty-four (24) hours during Business Hours or International Business Hours, as applicable. Support shall entitle Licensee to receive all new releases (both minor and major) of the Product (“Upgrades”), if and when available, which Upgrades on receipt by Licensee or its Affiliates shall automatically be licensed to Licensee and its Affiliates under the same terms as the Product (i.e., in perpetuity). Licensee further understands and consents to the fact that, in the case of Support for either a perpetual license under this section or a subscription license under Section 1.4 below, Thycotic will, as part of its Support, collect and use the name, email, phone number, case description, and if applicable, log files with any of our worldwide support team members whether they are Thycotic employees or a third-party partner.

1.4 If Licensee obtains a Subscription License, as part of Licensee’s license, Thycotic shall provide Support. Support shall be available during Business Hours or International Business Hours, as applicable depending upon Licensee’s geographical location. Licensee shall receive all Upgrades, if and when available, which Upgrades on receipt by Licensee or its Affiliates shall automatically be licensed to Licensee and its Affiliates under the same terms as the Product(s) for the remaining term of the license period (i.e., for the remaining term of the subscription).

1.5 Thycotic will provide an Application Programming Interface (“API”) in certain of the Product(s), subject to licensed capabilities, for Licensee’s use solely for the purpose of creating

software that communicates with the Software. Licensee may create, distribute, sell, lease, rent, and distribute any software they create that utilizes the API, provided the software is a non-derivative work and the Licensee does not sell a competing product. In order for a Licensee that also sells a competing product or produces a derivative work to sell or distribute software utilizing the Product(s) API they must obtain the express written permission of Thycotic. For the purposes of this Agreement, the API is deemed to be included within the definition of each such "Product".

1.6 Licensee may not reverse engineer, decompile, or disassemble (including, without limitation, add, delete or modify the resources in the compiled assemblies) the Product(s), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation or if given the express written permission of Thycotic.

1.7 Licensee hereby expressly agrees and acknowledges that it does not have and will not claim any ownership rights in the intellectual property represented by the Thycotic Product(s). To the extent that Licensee has or hereafter develops any rights in intellectual property relating to the Secret Server Cloud, the Product(s), or any improvements thereto, Licensee does hereby unconditionally and irrevocably assign to Thycotic its entire right, title, and in interest in and to such intellectual property (including any rights in derivative works or patentable improvements), whether held or acquired by operation of law, contract, assignment, or otherwise. The Product(s) remain the sole property of Thycotic except to the extent of the license granted under Section 1.1.

2. Account responsibility

Licensee is responsible for Licensee's use of the Product(s). Licensee is responsible for maintaining the confidentiality of any passwords or registration keys for the Product(s) provided to Licensee.

3. Invoicing and Payment

Thycotic shall invoice Licensee for any applicable license fees. If any additional fees are incurred by Licensee pursuant to the terms and conditions of this Agreement, Thycotic shall invoice Licensee for such amounts promptly after the end of each calendar month during which such fees were incurred. Any expenses must be pre-approved by Licensee in writing. Each invoice will detail the applicable fees, the Product(s), Services and/or Support provided, and any authorized expenses, and will be supported by reasonable documentation, receipts and information, or such other information as Licensee may reasonably request, to verify the invoice. Expense reimbursement shall be made in accordance with the Texas Comptroller's Travel Management Guide. All amounts not in dispute under Thycotic's invoice will be paid in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-4365. Any invoices that include Services and any out of pocket costs for Thycotic must be paid by the Licensee prior to the delivery of such goods and services. Taxes shall be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-4365.

4. Limited Warranty

Thycotic represents and warrants to Licensee that:

4.1 The Product(s), Services and Support shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements;

4.2 The Product(s) will perform in compliance with applicable performance specifications set forth in the associated User's Guide for each such Product as posted on www.thycotic.com as of the date of the download of such Product by Licensee (the "Documentation") for a period of one (1) year following the date of Licensee's purchase of the Product pursuant to Section 1. If new Upgrades of a Product are provided to Licensee, the foregoing representations and warranties in the immediately preceding sentence shall apply to such Upgrades for one (1) year following the date of Licensee's receipt of the Upgrades;

4.3 The Product(s), including Upgrades, does not and shall not contain any viruses, malicious code, trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware;

4.4 To the extent that the Product(s) contains any third-party software ("Third Party Software"), Thycotic has the right to grant Licensee and its Affiliates the license to use the Third Party Software with the Product(s) pursuant to the terms and conditions of this Agreement without violating the rights of any third party.

4.5 All Support and Services shall be performed in a professional manner and with the standard of care and diligence in the industry (but no less than a reasonable standard of care and diligence), as well as industry standards (but no less than reasonable standards) of documentation, methodology, and control.

4.6 If the Product(s), Services or Support do not comply with any of the representations and warranties set forth above, Thycotic shall, at its own expense, promptly correct the Product(s), Service and or Support, as applicable, so that it complies with all representations and warranties or replace the Product(s), Service and/or Support with comparable new software or a new Service or new Support that complies with all representations and warranties. Where it is impractical to perform one of the foregoing remedies (including, without limitation, if Thycotic fails to perform such remedies within thirty (30) days of Licensee's delivery of written notice to Thycotic), Licensee may terminate this Agreement upon delivery of written notice to Thycotic. Upon such termination, Thycotic shall refund the fees paid for the Product(s), reduced by twenty-five percent (25%) per year (or portion thereof) from the first anniversary of the date of Licensee's purchase of the Product(s) (in the case of a perpetual license), and refund the applicable fees for the unused term of any subscription license fees and Services and for Services not delivered in accordance with this

Agreement (including any Services that do not comply with applicable representations and warranties).

4.7 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, THE PRODUCT(S), SERVICES AND SUPPORT ARE PROVIDED TO LICENSEE ON AN “AS-IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS WITHOUT ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

5. Confidentiality

5.1 Subject to Texas Public Information Act, Licensee and Thycotic each acknowledge that it may from time to time be provided with or have access to the other party’s valuable confidential, proprietary and trade secret information in connection with performance of this Agreement. “Confidential Information” means information provided to the receiving party by the disclosing party or its Affiliates, or by any third party under an obligation of confidentiality to the disclosing party or its Affiliates, or that is otherwise obtained or accessed by the receiving party, that is marked as confidential or proprietary, or is disclosed under circumstances that would lead a reasonable person to understand that the information is confidential or proprietary, or is otherwise not known to the general public including any information, marked or unmarked which is viewed by or disclosed to Thycotic or its contractors while performing work on Licensee or its Affiliates premises or while accessing any system or servers of Licensee or its Affiliates. Confidential information may include, but is not limited to, current or future: (a) information, know-how, techniques, methods, information, concepts, ideas, development tools or kits, emulator boards, development specifications, physical model prototype mechanism, or trade secrets, (b) patent applications and information related thereto, (c) any business, marketing, customer or sales information, (d) any information relating to development, design, operation, or manufacturing, technology infrastructure, (e) any actual or perceived deficiencies in any of disclosing party’s or its Affiliate’s operations, processes, procedures, techniques or methods, (f) any information that is received from others that the disclosing party or its Affiliates is obligated to keep confidential, (g) passwords or other access or security codes necessary to access or use Licensee’s or its Affiliates secure websites, newsgroups, developer conferences or similar collaborative or teaching sessions and any information contained therein, (h) Thycotic’s proprietary software including without limitation related source code, object code and other compilation. Confidential Information may be disclosed in digital or electronic format, in writing, orally, visually, or in the form of drawings, technical specifications, or other tangible items which contain or manifest, in any form, the Confidential Information. Confidential Information does not include information that (i) is or becomes generally available to the public without unauthorized disclosure, (ii) is received by the receiving party from a third party without restriction against disclosure, (iii) was known to the receiving party without restriction prior to disclosure, (iv) is independently developed by the receiving party without use of the disclosing party’s confidential information, or (v) is disclosed pursuant to any legal requirement or order, provided that the receiving party, to the extent not prohibited by applicable law, gives prompt notice to the disclosing party of such requirement or order, and shall cooperate in any effort to comply with or, if applicable, to contest such order or requirement, in each case at the disclosing party’s expense.

5.2 With respect to the Confidential Information, the receiving party agrees: (i) to use the Confidential Information solely in connection with its performance of this Agreement, (ii) to use its best efforts (but in any event, not less than those efforts the receiving party uses to protect its own Confidential Information) to prevent disclosure of the same to others, except as otherwise provided in this Section 5, (iii) not to disclose, summarize, distribute, duplicate or use the same other than as provided for herein without first receiving written approval from the disclosing party authorizing such other use, and (iv) not to remove or obliterate markings (if any) on the Confidential Information indicating its confidential or proprietary nature.

5.3 The receiving party shall limit access to and disclosure of the disclosing party's Confidential Information only to those employees, contractors, or agents of the receiving party, and to those individuals specifically authorized by the disclosing party in writing to receive the Confidential Information, who: (i) have a strict need to know such Confidential Information for purposes of the receiving party's performance of this Agreement, and (ii) are under an obligation of confidentiality which would restrict such individuals from disclosing the Confidential Information. Notwithstanding the foregoing, the receiving party is fully responsible for any unauthorized disclosure or use of the Confidential Information by such individuals.

5.4 Subject to record retention policies and laws, upon the termination of this Agreement, or at any other time upon request by the disclosing party, the receiving party shall promptly return to the disclosing party, or shall destroy, all Confidential Information of the disclosing party, including, for the avoidance of doubt, any copies of Confidential Information, in accordance with the disclosing party's reasonable instructions or relevant industry best practices if no such instructions are provided. Upon request, the receiving party shall certify in writing to the disclosing party that all such Confidential Information of the disclosing party has been so returned or destroyed.

5.5 Each party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Section 5 and that such breach would cause irreparable harm to the non-breaching party; therefore, the non-breaching party shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law, at equity, or under this Agreement.

6. Limited Liability

Limited Liability shall be handled in accordance with Appendix A, Section 10K of DIR Contract No. DIR-TSO-4365.

7. Governing Law

This Agreement will be subject to the laws of the State of Texas, USA, without reference to conflict of laws principles.

8. Entire Agreement; Severability

DIR Contract No. DIR-TSO-4365, this Agreement, together with the Purchase Order issued by Thycotic with respect to the Product(s), Services and Support (the “Thycotic Purchase Order(s)”) (this Agreement and the Thycotic Purchase Order(s) collectively, the “Thycotic Contract Documents”), constitute the entire agreement between Thycotic and Licensee regarding use of the Product and Services. All parts are applicable to whatever degree permitted by law. Should a court determine a part is not enforceable, it shall be replaced with terms which closely achieve the intent of the unenforceable part. This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated or otherwise altered except by a statement in writing signed by both parties. Should conflict in terms be found, DIR Contract No. DIR-TSO-4365 shall prevail.

Without limitation of the foregoing, Licensee and Thycotic recognize that, as a normal part of business operations, Licensee may also issue a purchase order or purchase orders (or similar forms or documents) related to the Product(s), Services and Support for its internal accounting purposes (the “Licensee Purchase Order(s)”). The Licensee and Thycotic also recognize that the Licensee Purchase Order(s) may be dated after the date of this Agreement and/or the date of the Thycotic Purchase Order(s) and that the Licensee Purchase Order(s) may purport to contain legal terms and conditions binding upon the Licensee and Thycotic. Licensee and Thycotic here expressly agree that, in the event of any conflict of any nature between any terms set forth in DIR Contract No. DIR-TSO-4365, any of the Thycotic Contract Documents and any terms or conditions set forth in the Licensee Purchase Order(s), the terms and conditions of the DIR Contract No. DIR-TSO-4365 shall prevail in all respects and that any such modified, additional or conflicting terms or conditions in the Licensee Purchase Order(s) shall be of no force or effect even if Thycotic acknowledges or accepts such Licensee Purchase Order.

9. Notices

Notices shall be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-4365.

Licensee:

For Licensee:

For Thycotic:

Thycotic Software LLC
1101 17th Street NW, Suite 1102

Washington, DC 20036
USA

Attention: _____

Attention: James Legg

Phone: _____

Phone: (202) 802-9399

Fax: _____

Fax: (202) 315 3315

10. Insurance

11. Insurance shall be handled in accordance with Appendix A, Section 10N of DIR Contract No. DIR-TSO-4365. Indemnification

11.1 Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-4365,

12. Miscellaneous

12.1. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

12.2 This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by either party without the other party's prior written consent, which consent shall not be unreasonably withheld, and any attempted assignment or transfer without such consent is void.

12.3 This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant or independent contractor of either party shall at any time be deemed to be an employee, servant, agent or contractor of the other party for any purpose. The parties are independent contractors, not employees, agents or representatives of each other. Neither party has the right to bind the other to any agreement except as may be specifically provided herein.

Any dispute shall be handled in accordance with Appendix A, Section 11A of DIR Contract No. DIR-TSO-4365.

12.4 Licensee understands and agrees that Thycotic may use subcontractors to perform some of its obligations under this Agreement, provided, however, that Thycotic shall remain responsible for the performance of all of its obligations under this Agreement and Thycotic shall require subcontractors to be bound by confidentiality and information security obligations no less stringent than those required of Thycotic by the terms and conditions of this Agreement.

12.5 Thycotic represents and warrants that it has conducted a criminal background check of each of Thycotic's personnel who will interface with Licensee in accordance with the standard and practice generally accepted in the financial services and other industries.

13. Term and Termination

13.1 The Support under this Agreement for a Perpetual License shall have an initial term of one (1) year from the Effective Date. The term of a Subscription License shall be as stated in the applicable Purchase Order.

13.2 The term of this Agreement as it relates to Support under a Perpetual License shall have option to be extended for two (3) additional two -year periods with notice by Vendor to Customer

and Customer providing 30 day written notice to Vendor prior to the then-expiration date.. Any extension of the term of this Agreement for a Subscription License shall be as negotiated between the Parties.

13.3 If there is a lapse in the term of this Agreement due to failure to renew or nonpayment of undisputed fees, Thycotic will reinstate the Agreement only after Licensee pays all fees that would

have been due during the period of the lapse, plus an additional reinstatement fee equal to fifty percent (50%) of all such fees that would have been due. If the Licensee requests assistance from Thycotic during the period of the lapse and Thycotic agrees to provide such assistance without reinstating this Agreement, the Licensee will be invoiced at the then-current hourly fee for any services rendered. To ensure that there is no lapse in service, the Licensee must ensure that all fees are paid in accordance with this Agreement and that the term of the Agreement continues to be renewed pursuant to the first sentence of Section 13.2.

13.4 Either party may terminate this Agreement immediately upon written notice to the other party if the other party (a) breaches any provision of this Agreement and such breach remains uncured thirty (30) days following written notice of such breach by the non-breaching party to the other party; (b) terminates or suspends its business; (c) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; (d) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority, or (e) has liquidated, voluntarily or otherwise. Licensee may terminate this Agreement by giving written notice to Thycotic upon the occurrence of any of the following events: (i) Thycotic engages in any illegal, unfair, or deceptive trade or business practices, whether or not related to the Product, which in either event, in the reasonable opinion of Licensee, has damaged or threatens to damage the reputation of Licensee or the ability of Thycotic to perform the support services in the manner set forth in this Agreement; or (ii) any governmental or regulatory body or agency or any self-regulatory organization having jurisdiction over Licensee (x) suspends or revokes requisite registration, membership or licensure, or otherwise materially restricts Licensee's ability to conduct its business or perform its duties and responsibilities hereunder; or (y) requires Licensee to terminate this Agreement or suspend performance hereunder. Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts, fees or other compensation due and owing to the other party prior to such termination, nor shall termination relieve a party for liability for breach of this Agreement that occurs prior to the date of termination.

Termination shall have no effect on the parties' rights or obligations under the following sections of this agreement: 5, 6, 7, 8, 11 and 12, or any other provision which by its nature should survive.

THEREFORE, the parties have executed this Agreement in duplicate originals.

Licensee

Thycotic Software, LLC

(Sign)

(Sign)

Name (Print)

Name (Print)

Title

Title

Date

Date

Contractor's Federal Tax I.D. number:
25-1866197
Entity Status - Limited Liability Company