

INSTRUCTIONS

1. If you know the name of your Hitachi ID account manager, please enter their name here for faster processing:

2. Please complete the information on Pages 1 and 6, and fax all 6 pages to Hitachi ID at 1.403.233.0725

Attn: Adam Oruclar - Contracts Manager

Hitachi ID Management Suite TRIAL USE LICENSE AGREEMENT

between

Hitachi ID Systems, Inc.
(hereinafter referred to as "Hitachi ID," "we" and/or "us")

and

(Please complete ALL fields below by PRINTING)

Company Legal Name: _____

Company address: _____

City, state and zip code: _____

Contact name: _____

Phone number: _____

Fax number: _____

E-Mail: _____

Agreement effective date: _____

hereinafter referred to as "LICENSEE" and/or "you"

1 Definitions & Schedules

The words in quotation marks below mean as follows:

1. "Computer Program" for the purposes of this Agreement is the following, and only the following, product(s) from Hitachi ID:

- P-Synch – Password Management
 - ID-Synch – User Provisioning
 - ID-Access – Active Directory Group Management
 - ID-Certify – Access Certification / Periodic Audit
 - ID-Telephony – Telephone-based Password Reset
 - ID-Org – Enterprise Orgchart Management
 - ID-Discover – Login ID Auto-discovery and Reconciliation
 - ID-Archive – Privileged Password Management
 - P-Synch/SSO – Reduced Enterprise Signon
2. “Documentation” means any online documentation we provide you that is related to the Computer Program.
 3. “In-house” means:
 - (a) use of the computer program in machine-readable form,
 - (b) solely for your own internal purposes,
 - (c) by your employees or contractors who have a need to use and who are subject to your standard form confidentiality agreement.
 4. “Licensed Software” means:
 - (a) The Computer Program.
 - (b) Documentation, and
 - (c) any Software Modifications provided to you for the Computer Program.
 5. “Seat” means each unique user connected to the the private LICENSEE network with access to the Licensed Software.
 6. “Server” means a computer with the appropriate capabilities and designated by you to store and operate the Licensed Software.
 7. “Software Modifications” means changes, improvements, modifications or additions which may be made by us to the Licensed Software during the currency of this Agreement and are not included in the Computer Program recent release.
 8. “Technical Representatives” means the persons designated to represent each party in technical matters.
 9. “We” in the context of this agreement means only Hitachi ID and is not a reference to Hitachi ID and you collectively.

2 Grant of License

We, Hitachi ID, hereby grant to you, the LICENSEE, a non-exclusive, non-transferable temporary license to use the Licensed Software on the terms of this Agreement. This is a license, not a sale of the Licensed Software even if the term of the license becomes perpetual.

3 Term

The term of this Agreement shall be 30 (thirty) days from the effective date noted above, unless the license key to the Computer Program is extended, and therefore the term of this Agreement shall not terminate until the expiration of the license key to the Computer Program. Should the license key to the Computer Program be extended on a perpetual basis, then this Agreement will not terminate until Hitachi ID’s End User License Agreement or a similar alternative agreement is agreed to in writing by both Hitachi ID and LICENSEE.

4 Material Provided

Forthwith on execution of this Agreement, Hitachi ID shall provide LICENSEE with one copy of the Computer Program and online access to Documentation Hitachi ID releases generally with the Computer Program. The Computer Program may be protected by internal security measures.

5 Restricted Use

1. The Licensed Software is provided to LICENSEE for acceptance testing only and LICENSEE shall use the Licensed Software only for that purpose. If LICENSEE elects not to acquire a license after such testing, LICENSEE shall return all copies of the Licensed Software to Hitachi ID or render them unusable. Hitachi ID may insert in each copy of the Licensed Software a mechanism to make it inoperable after a specified period of time and for more than the agreed number of users and servers.
2. LICENSEE may not make any use of the Licensed Software in whole or in part which is not expressly permitted by this Agreement.
3. This license of the Licensed Software is solely for LICENSEE's benefit and may be used only for in-house purposes.
4. The Server and each computer permitted to access the Licensed Software must be in LICENSEE's possession and under LICENSEE's control and used only by LICENSEE's employees and contractors who have a specific need to use.
5. LICENSEE shall take no action designed to defeat the operation of any security measure incorporated in the Computer Program.

6 Permitted Copying

LICENSEE may not make any copies of the Licensed Software without Hitachi ID's written consent except for a reasonable number of copies for backup or archival purposes. LICENSEE shall not remove any of Hitachi ID's proprietary rights notices and shall affix Hitachi ID's proprietary rights notice to each copy of the Licensed Software that LICENSEE makes.

7 Permitted Modification

LICENSEE shall not modify nor adapt the Licensed Software, nor merge the Licensed Software into any other computer program without prior written consent from Hitachi ID.

8 Reverse Engineering

LICENSEE will not do anything nor permit anything to be done, whether by way of reverse engineering, decoding, decompiling, disassembling or anything else that is intended to discover the source code of the Licensed Software or to assist in the development of a competing computer program.

9 Assignment

LICENSEE shall not transfer, assign, rent, sell, sublicense, sublease or otherwise part with possession of the Licensed Software provided by Hitachi ID to LICENSEE, except as a result of a corporate reorganization or a sale of all or substantially all of LICENSEE's business, and then only if the transferee agrees to be bound by the terms of this Agreement.

10 Title

Title to the Licensed Software in part or in whole and the confidential information contained therein shall remain at all times with Hitachi ID.

11 Protection of Licensed Software

1. LICENSEE acknowledges that the Licensed Software contains proprietary trade secrets. The existence of any copyright notice shall not be considered as an admission that the Licensed Software has been published.
2. LICENSEE shall take all reasonable measures to safeguard the Licensed Software from unauthorized use or disclosure and, in any event, LICENSEE shall provide at least the same degree of care as exercised towards LICENSEE's own confidential information.
3. LICENSEE shall not disclose, provide or otherwise make available the Licensed Software in any form to any person, firm, corporation or other entity except to individuals who are using them for LICENSEE's In-house purposes.

12 Limited Warranties

1. Hitachi ID reserves the right to replace the Licensed Software or any part thereof with a revised program which will provide the same functionality if Hitachi ID determines that there may be an inherent defect in the Licensed Software, which substituted program shall then be subject to the terms of this Agreement.
2. EXCEPT AS PROVIDED IN ARTICLE 14, THE LICENSED SOFTWARE AND SUPPORT ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED. IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING WARRANTIES ARE EXPRESSLY DISCLAIMED:
 - (a) ANY WARRANTY THAT THE LICENSED SOFTWARE AND SUPPORT WILL MEET LICENSEE REQUIREMENTS.
 - (b) ANY WARRANTY THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
 - (c) ANY IMPLIED WARRANTIES, REPRESENTATIONS, TERMS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13 Limited Liability

1. Excepted as provided in Article 14, Hitachi ID's entire liability and LICENSEE's entire remedy for any damages or loss LICENSEE may suffer from any cause whatsoever (including, without limitation, defects in the Licensed Software), whether the action is based in contract or tort (including negligence) but excluding any liability for infringement of intellectual property rights shall be limited to the aggregate of the amount LICENSEE has paid to Hitachi ID on account of the License Fee and Support.
2. IN NO EVENT SHALL HITACHI ID BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY BREACH OF HITACHI ID'S OBLIGATIONS OR WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED RESULTING FROM THIS AGREEMENT.
3. LICENSEE hereby agrees to save and hold Hitachi ID harmless from any loss, damage or product liability claim of any sort resulting from LICENSEE's use of the Licensed Software, except for a claim of infringement as provided in Article 14.

14 Patent, Copyright, and Trade Secrets Infringement

1. Hitachi ID warrants that Hitachi ID has the right to enter into this License.
2. In the event of any action or threatened action against LICENSEE in which it is asserted that the Licensed Software infringes a copyright, patent, or other intellectual property right, LICENSEE shall immediately notify Hitachi ID of such action or threatened action and Hitachi ID shall save and hold LICENSEE harmless from any loss, damage or claim that LICENSEE may suffer resulting from LICENSEE's use of the infringing material and Hitachi ID shall have the right to:
 - (a) procure the right for LICENSEE to continue using the infringing material.
 - (b) replace or modify the infringing material so that it becomes non-infringing but has substantially equivalent capabilities as the infringing system.

If the measures described in Section 14.2(a) or 14.2(b) are not practical and economically available to Hitachi ID, Hitachi ID, may terminate the license of the infringing material and pay LICENSEE the actual damages LICENSEE has paid the holder of the infringed intellectual property right. In any event, Hitachi ID shall have the right to conduct the defense of the infringement action on LICENSEE's behalf and to settle the action without LICENSEE's consent upon giving reasonable security to protect LICENSEE, and LICENSEE shall cooperate fully with Hitachi ID in the defense and the settlement of any such action. The costs of defending such action shall be borne by Hitachi ID.

3. This warranty against infringement is only valid if:
 - (a) LICENSEE promptly notifies Hitachi ID of any assertion or claim of infringement and LICENSEE cooperates with Hitachi ID in the defense of the infringement action, and
 - (b) LICENSEE has installed all Software Modifications when provided by Hitachi ID, provided that Hitachi ID liability shall only be limited to the extent that the installation of the Software Modifications would have avoided the claim for infringement.
4. If Hitachi ID supplies LICENSEE with written evidence of the use of a copy of the Licensed Software or any part thereof in a manner not permitted by this Agreement where Hitachi ID believes such copy or part thereof was obtained from LICENSEE, with respect to such use LICENSEE shall, at LICENSEE's expense undertake such legal action as is reasonably available to LICENSEE to bring about the termination of such use.

15 Changes

No modification of this Agreement will be effective unless it refers to this Agreement, is made in writing and is signed by authorized representatives of each party.

16 Severability

If a provision of this Agreement is wholly or partially unenforceable for any reason, such un-enforceability shall not affect the enforceability of the balance of this Agreement, and all provisions of this Agreement shall, if alternative interpretations are applicable, be construed as to preserve the enforceability hereof.

17 Entire Agreement

This is the entire agreement between the parties and any descriptions of the Licensed Software and any written material used to facilitate or promote the Licensed Software are for the sole purposes of identification and are not to be construed as warranties.

(Please complete all fields)

	Agreed to:	Agreed to:
Customer Company Legal Name:	_____	Hitachi ID Systems, Inc. _____
Name (PRINT):	_____	_____
Title:	_____	_____
Signature:	_____	_____
Date:	_____	_____
Phone:	_____	_____
E-mail:	_____	_____

List of Contacts

Contact name	Phone number	E-mail
Hitachi ID:		
Account representative:	1.403.233.0740	sales@hitachi-id.com
Technical support:		
Licensee – THE CUSTOMER:		
Project manager:		
Purchasing/Contracts:		