



## TRIAL END-USER LICENSE AGREEMENT

**PLEASE READ THIS END-USER LICENSE AGREEMENT (“EULA”) CAREFULLY. BY POWERING UP THE HARDWARE UPON WHICH THE SOFTWARE IS INSTALLED, YOU AGREE TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, DO NOT USE THE HARDWARE AND SOFTWARE AND, IF APPLICABLE, RETURN IT TO SOLACE.**

### TERMS AND CONDITIONS

#### 1. **General**

This EULA is a legal agreement between you and Solace Corporation (“**Solace**”). This EULA governs the Hardware and Software and any associated media and printed materials, including all updates, additions, enhancements and replacements to the Hardware and Software provided by Solace to you from time to time (collectively referred to as the “**Appliance**”

#### 2. **Grant of License**

Solace grants you a non-exclusive, non-transferable, perpetual, royalty-free license to use the Appliance subject to the terms and conditions of this EULA.

#### 3. **Permitted Use**

Subject to this EULA, you are permitted to use the Software only in connection with the Appliance. You may not under any circumstances use the Appliance (or any part thereof) in a production environment, a revenue-generating capacity or in any customer engagement whether revenue-generating or otherwise without prior written approval from Solace.

#### 4. **Restriction of Use**

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#### 5. **No Rights Transferred**

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#### 6. **Termination**

Without prejudice to any other rights, Solace may terminate this EULA if you are not in compliance with all the terms and conditions of this EULA. In such event, you must cease using the Appliance.

**7. Disclaimer of Warranties**

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**8. Limitation of Liability**

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**9. Transfer**

You shall not assign or transfer the Appliance, this EULA or any of its rights granted hereunder, or any part thereof, whether directly or indirectly, without the prior written consent of Solace. Subject to the foregoing, this EULA shall enure to the benefit of the parties and their respective successors and assigns.

**10. Entire Agreement**

This EULA constitutes the entire agreement between you and Solace relating to the Appliance and supersedes all prior representations, warranties, agreements and understandings, whether oral or written, express or implied. No supplement, modification or waiver of this EULA shall be binding unless signed by both parties.

**11. Governing Law**

This EULA shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.