

Precisely UCD Participant Agreement (“Agreement”)

Overview

You will be participating in a User-Centered Design (UCD) session. In return for your participation in the UCD session, and as your sole and exclusive consideration for your involvement, you may use certain select Precisely Software Incorporated and its Affiliates (collectively “Precisely”), products or prototypes; see demos; provide feedback on the products, prototypes or demos; and answer questions about products you use and tasks you perform in your job. Information from potential users such as yourself can help us do a better job of developing usable products.

Observers from the development team may be present. We will collect your comments and suggestions. We may also make a video and/or audio recording of this session to ensure that we capture your comments and suggestions. As such, you hereby grant permission to Precisely to take and use video and/or audio recording of you solely in connection with your participation in a UCD session. The information you give us, along with information collected from other participants, will be used to help us evaluate how to make our products more usable and competitive in the market.

In the course of this UCD session with Precisely, **you agree that you are acting solely as a representative of yourself**, and not your employer or any third party. Furthermore, by signing this Agreement, you agree not to disclose any Precisely Confidential Information received in connection with this session to your company, employer, or anyone else without the express prior written consent of Precisely.

Precisely Networks

You must not use Precisely networks except as explicitly instructed.

License to Information

By signing this form you hereby irrevocably (a) give your consent to Precisely, and to such other persons as Precisely may designate, to use your responses, comments, ideas and suggestions (collectively “Suggestions”), whether written or oral, for purposes of evaluation and any other lawful purpose; and (b) assign, transfer and convey to Precisely all worldwide right, title and interest in and to any intellectual property rights in all Suggestions, all contract and licensing rights, and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known.

Confidentiality Acknowledgement

During this UCD session you may be given information about an unreleased version of a Precisely product or other information that is confidential to Precisely. By signing this form, you acknowledge that the information you are receiving and the Suggestions that you provide are Precisely Confidential Information. You agree to hold all such information, including your participation in this UCD session, in trust and confidence and not disclose it in any form to anyone outside of this UCD session. This obligation of confidentiality shall continue for a period of two (2) years from the last date of your participation in this session.

"Precisely Confidential Information" shall mean all information disclosed in writing or orally by Precisely to you or obtained by you from Precisely, that relates to Precisely' past, present, or future research, development or business activities, or that relates interim work product or deliverables, including all ideas, concepts, know-how, and techniques contained in the information disclosed. Precisely Confidential Information shall not be deemed to include information that is

- (1) publicly available or becomes so in the future without restriction,
- (2) rightfully received by you from third parties and not accompanied by confidentiality obligations,
- (3) already in your possession and lawfully received from sources other than Precisely,
- (4) independently developed by you without use of or reference to any Confidential Information, or

Precisely UCD Participant Agreement (“Agreement”)

(5) approved for release or disclosure without restriction by an authorized Precisely representative in writing.

Precisely does not wish to receive any information which is confidential or proprietary to you or any third party and you agree not to provide any information that you know or have reason to know belongs to a third party including your employer. Precisely shall have no obligation of confidentiality for any information received by you during or in connection with this UCD session.

Precisely provides information on an "AS IS" basis and may cancel or change its plans at any time without prior notice.

Freedom to Withdraw

Subject to the terms of this Agreement, you may withdraw from this study at any time if you do not wish to participate and you may refuse to answer any questions. The obligations contained within this Agreement will survive any such withdrawal.

Independent Contractor Status

You understand and agree that the services you provide to Precisely by participating in any UCD session are as an independent contractor. Nothing in this agreement or your participation in any UCD session creates an employment relationship of any kind between you and Precisely.

Please acknowledge that you have read, understand, and agree to the terms of this Agreement by signing below.

Signature: _____

Date: _____

Name (print): _____