

EVALUATION AGREEMENT

(Version 2.1: 10-Oct-2026)

IMPORTANT: DO NOT USE THE SERVICE OR PRODUCTS UNTIL YOU HAVE READ AND AGREED TO THESE TERMS.

Note: If Your use of the Licensed Product is on a paid basis (i.e., you have purchased a licensed), the terms of the separate [Products and Services End User License Agreement](#) (“EULA”) apply instead of the terms of this Evaluation Agreement.

BY (A) SIGNING A DOCUMENT THAT REFERENCES THIS AGREEMENT, (B) ISSUING A PURCHASE ORDER AGAINST A QUOTATION THAT REFERENCES THIS AGREEMENT, OR (C) ACCEPTING THESE TERMS IN ANY MANNER (INCLUDING VIA A PORTAL), YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE ANY LICENSED PRODUCT OR PROFESSIONAL SERVICES THE PURCHASE OF WHICH REFERENCED THIS AGREEMENT.

IF YOU ARE USING ANY LICENSED PRODUCT AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR OTHER ENTITY, THEN YOU MUST BE AUTHORIZED TO BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

IF YOU ARE NOT WILLING TO BE BOUND BY THIS AGREEMENT, DO NOT PLACE AN ORDER AND/OR TERMINATE YOUR ACCESS TO THE LICENSED PRODUCT (OR IN CONNECTION WITH AN INSTALLATION PROCESS DO NOT CLICK “I ACCEPT” AND TERMINATE THE INSTALLATION PROCESS). BY USING LICENSED PRODUCTS OR SERVICES THE PURCHASE OF WHICH IS GOVERNED BY THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS LEGALLY ENFORCEABLE.

Modifications to this Agreement:

- **Evaluations of Licensed Products after the version date above are governed by this version of this Agreement.**
- **The terms of this Agreement may not be modified with respect to the Evaluation to which they apply except by mutual agreement of Customer and Precisely.**

This is an agreement between Customer and Precisely. Each of Precisely and Customer may be referred to as “party” or collectively as the “parties” to this Agreement.

The terms of this Agreement apply when a Licensed Product is designated by Precisely in an Order as a being made available by Precisely for a limited duration, on a trial, evaluation, or proof of concept only basis for the fees, if any, described in such Order (each an “**Evaluation**” of a Licensed Product). Customer’s use of a Licensed Product for Evaluation is subject to all of the same general terms and conditions as a purchased subscription to a Licensed Product and except as provided in Section 3 below, such terms and conditions of the EULA are incorporated by reference into this Agreement. References to “Agreement” in the EULA shall be deemed to be references to this Evaluation Agreement, references to use of a “Licensed Product” shall be deemed to be references to the Evaluation of a Licensed Product, and references to use of Software shall be deemed to be references to the Evaluation of Software.

In the event of any conflict or ambiguity between the provisions of this Agreement, any Order and any document referred to in this Agreement, the conflict or ambiguity shall be resolved in the following descending order of precedence: any Addenda (with the most recent taking precedence); Orders (with the most recent taking precedence); the Documentation; the terms of this Agreement; and the EULA. Where Precisely designates an Evaluation as subject to a product-specific addendum, that addendum forms part of this Agreement for that Evaluation and prevails over this Agreement and any other Addenda to the extent of any conflict.

1. DEFINITIONS

1.1 For the purposes of this Agreement, capitalized terms defined in the EULA shall have the same meaning in this Agreement unless otherwise noted.

“Agreement” means exclusively this Evaluation Agreement document, the portions of the EULA incorporated herein, the Data Protection Addendum and Security Addendum, any applicable product-specific addendum, the AI Terms, and the Support Terms. This list is not to be construed as an order of precedence.

“AI Terms” or **“Responsible Use of AI Addendum”** means the following document: www.precisely.com/AI-terms, together with the Precisely AI Acceptable Use Policy referenced in it.

“DPA”, “Data Protection Addendum”, or “Data Processing Addendum” means the most recent version at the following location: www.precisely.com/dpa.

“Evaluation Order” or **“Order”** in the context of an Evaluation means an Order (as defined in the EULA) for Evaluation of a Licensed Product and includes any acceptance of these terms on a portal or website with a link to these terms. Any use of a Licensed Product by Customer other than pursuant to a paid license shall be considered an Evaluation Order for purposes of this Evaluation Agreement.

“Evaluation Period” means the period of 30 days from the Commencement Date or such other period as specified in an Evaluation Order.

“Security Addendum” means the Security Addendum for Hosted Software at www.precisely.com/security, if and to the extent applicable in accordance with its terms.

“Usage Data” means technical and operational data generated by or derived from the configuration and use of the Licensed Products during the Evaluation, including feature usage, session and performance data, volumes and error data, in each case excluding Customer Data and Personal Data.

2. REGISTRATION, SUBSCRIPTION AND LICENCES

2.1 Where an Evaluation is accepted through a portal, Precisely will record the information provided on registration, the date and time of acceptance, and the version of this Agreement accepted. Those records are evidence of Customer’s acceptance. Precisely processes Personal Data provided on registration in accordance with the Precisely Privacy Notice: www.precisely.com/legal/privacy-notice/.

2.2 Where Customer has entered into an Evaluation Order, Precisely hereby grants to Customer and Customer’s Users during the applicable Evaluation Period a temporary, limited, non-exclusive, non-sublicensable, non-transferable subscription license to access and use such Licensed Product(s) for Customer’s internal business operations, subject to the terms of this Agreement.

2.3 Customer will access and use Licensed Products solely for Evaluation and will not use the Licensed Products for production, development, or any other purpose and only to perform the number of Transactions set out in the Evaluation Order. Precisely reserves all rights to the Licensed Products not expressly granted by this Agreement. No deployment or production of Licensed Product-based applications is permitted under any license granted in this Agreement. Customer shall not use the Licensed Products to process Personal Data (other than as part of the registration process).

2.4 Customer's use of any AI functionality within the Licensed Products is also subject to Sections 3.10 to 3.13.

3. EVALUATION TERMS

3.1 This Agreement will commence on the Commencement Date of the Evaluation and will continue for the Evaluation Period and will expire automatically at the end of the Evaluation Period without any notice being required. Either party may terminate this Agreement and the Evaluation Order for any reason upon at least ten (10) calendar days prior written notice to the other party. Upon termination or expiry of this Agreement and the Evaluation Order for any reason, Customer's access to the Licensed Products being Evaluated will terminate in accordance with Section 17.5 of the EULA terms. Where Precisely specifies a grace period for an Evaluation in the Documentation or in a product-specific addendum (the "Grace Period"), Customer's access will continue for that Grace Period following expiry of the Evaluation Period solely to enable Customer to export Customer Data, and will be disabled at the end of such Grace Period. A Grace Period extends neither the Evaluation Period nor the license,

and any use after expiry of the Evaluation Period or any Grace Period requires a separate written agreement with Precisely.

3.2 Evaluation of Licensed Products is subject to the applicable Documentation. Customer acknowledges that the Licensed Products made available during the Evaluation Period may not include all of the functionality and features that are available in the purchased subscription version of the Licensed Products.

3.3 Customer agrees not to disclose to any third party the results of any comparisons made between the Licensed Products and any competitive offerings.

3.4 WITH RESPECT TO THE EVALUATION PERIOD, THE LICENSED PRODUCTS ARE PROVIDED "AS IS." PRECISELY AND ITS THIRD-PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING, BUT NOT LIMITED TO, (A) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR RELIABILITY, AND (B) ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. PRECISELY DOES NOT WARRANT THAT THE USE OF ANY LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

3.5 For Evaluation Orders in which there is no charge to Customer for use of the Licensed Products for the Evaluation Period, Section 14.2 of the EULA is modified to limit Precisely's liability in connection with Customer's Evaluation of the Licensed Products to USD \$50,000 (or equivalent in local currency).

3.6 ANY CUSTOMER DATA ENTERED INTO THE LICENSED PRODUCTS BY CUSTOMER DURING THE EVALUATION PERIOD WILL BE PERMANENTLY LOST AT THE END OF THE EVALUATION PERIOD OR, WHERE A GRACE PERIOD APPLIES, AT THE END OF THE GRACE PERIOD, UNLESS CUSTOMER (A) PURCHASES A SUBSCRIPTION TO THE SAME LICENSED PRODUCTS AS THOSE COVERED BY THE EVALUATION OR (B) EXPORTS SUCH CUSTOMER DATA BEFORE THAT TIME.

3.7 PRECISELY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT CUSTOMER'S USE OF THE LICENSED PRODUCTS DURING THE EVALUATION PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

3.8 CUSTOMER SHALL REVIEW THE APPLICABLE DOCUMENTATION DURING THE EVALUATION PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE LICENSED PRODUCT BEFORE MAKING A PURCHASE.

3.9 The following sections of the EULA shall not be incorporated into this Evaluation Agreement: Sections 2 (Subscription and Licenses), 4.2 (SLA), 7 (Warranties), 13 (Indemnification), 16 (No Cancellation by Customer), 17.2 (Term), 17.7 (Surviving Sections), and 18.6 (Verification).

3.10 The AI Terms form part of this Agreement and apply to all Evaluation Orders, whether or not referenced in an Order or quotation. Where the Licensed Product being Evaluated includes AI functionality, then notwithstanding the AI Terms and the order of precedence set out above, solely with respect to an Evaluation: (a) the first sentence of Section 5 (Precisely Responsibility) of the AI Terms does not apply, except to the extent required by applicable law, and the Licensed Products and any Precisely AI are provided "AS IS" under Section 3.4 of this Evaluation Agreement, the remainder of Section 5 continues to apply; (b) any license granted under Section 6 of the AI Terms is limited to the license granted in Sections 2.2 and 2.3 of this Evaluation Agreement; (c) no exception to the restriction on high-risk and prohibited purposes in Section 3 of the AI Terms shall apply; and (d) the Evaluation is not offered as a regulated or high-risk AI solution and does not include a conformity assessment, declaration of conformity or compliance package, and Customer shall not represent that it has been assessed or approved for such use.

3.11 Precisely may collect and use Usage Data during and after the Evaluation Period to operate, secure, support and improve the Licensed Products, to monitor their performance, reliability and safe operation, to measure and analyze Evaluation activity, and to inform product development and planning. Usage Data is not Customer's Confidential Information, Proprietary Information or Customer Data, and Section 2 of the AI Terms does not restrict Precisely's use of it. Precisely may retain and use Usage Data in aggregated or de-identified form indefinitely.

Precisely may also process account-linked or User-linked Evaluation activity for customer communications, account management, sales and marketing purposes, including segmentation of accounts and users. Where that activity constitutes Personal Data, Precisely processes it in accordance with the Precisely Privacy Notice referred to in Section 2.1.

4. GENERAL

4.1 This Agreement constitutes the entire agreement between the parties with regard to the subject matter, may not be modified or amended except by a writing signed by both parties hereto except as otherwise indicated herein, and supersedes all proposals, understandings, representations, prior agreements or communications relating to Customer's Evaluation of Licensed Products. This Agreement also supersedes any preprinted terms contained on a purchase order or similar document issued by Customer and any such terms will have no force or effect. Customer has not been induced to enter into this Agreement by any representations or promises not specifically stated herein. This Agreement will not be construed against the party that prepared it, but instead will be construed as if both parties prepared it.

4.2 If any provision of this Agreement, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement will remain in full force and effect.

4.3 Precisely may update the Data Protection Addendum, the AI Terms, Security Addendum, Support Terms and SLA from time to time.

4.4 Nothing in this Agreement excludes any obligation that cannot lawfully be excluded, and neither the definition of Precisely AI nor any allocation of responsibility in this Agreement determines or limits the status of Precisely, Customer or any third party under applicable law.