

This Predatar TSM In The Cloud® Preview Agreement (“**Agreement**”) is a binding agreement (contract) between Silverstring Limited a private limited company incorporated in England and Wales (Registered No. 4370585; email info@silverstring.com) whose registered office is located at Bloxham Mill, Barford Road, Bloxham, Banbury, OX15 4FF (“**SSL**”) and You (an employee, officer, director) and the nongovernmental company or legal entity You represent located or resident solely in the United States or Canada (collectively “**You**” “**Your**” or “**User**”). If you do not agree to this Agreement’s terms, then do not use the Services (defined in clause 1 below). By explicitly accepting this Agreement by clicking the I ACCEPT BUTTON or by accessing or otherwise using the Services, You acknowledge and agree to be bound by the following terms.

1. **Services.** SSL will provide You with access to feature limited, functionality limited, Preview versions of SSL proprietary hosted software known as Predatar TSM in the cloud® and Predatar®, in machine-readable object code form only, as well as hosted IBM® Tivoli software or other third party software in machine-readable object code form only licensed or acquired by SSL and accessed by You solely through the SSL cloud environment (a combination of hardware, software, and networking elements comprising an information technology system, consisting of the right to use certain parts of a shared hosted system SSL maintains for many customers, including SSL’s computer systems and third party servers, virtual machines, and similar or comparable technology leased or licensed from SoftLayer Technologies. Inc., including their subsidiaries and affiliates). You agree and consent to Services performance by SSL or its third party suppliers from locations outside the United States. Data collected or otherwise processed by SSL or its third party suppliers to perform the Services may be transferred to, stored, and processed in the United States or Canada. You are responsible for obtaining any required consents to such processing from Your employees and/or any other User of the Services, or as otherwise required by law.
2. **Conditions of Use.** SSL allows User to access the Services for free at no-cost to You (“Preview”) subject to the following use limitations:
  - (a) Services may not be used by governmental end-users or for unlawful, obscene, offensive or fraudulent content or activity, in any jurisdiction for any User, such as advocating or causing harm, interfering with or violating the integrity or security of a system or network, evading filters, sending unsolicited abusive or deceptive messages, viruses or harmful code, or violating third party rights;
  - (b) You have no right to use, incorporate into other products, copy, publish, display, modify, translate the Services or any modification, adaptation, or copy of the Services or any part thereof. You may not decompile, reverse engineer, or disassemble the Services either in whole or in part;
  - (c) You may not give, perform, deliver, display, distribute, license, sub-license, sell, lease, rent or loan the Services or any part thereof, or otherwise encumber the Services in any way, to any third party whether associated with You or not, or otherwise delegate or subcontract any or all of Your rights or obligations arising out of the grant of Preview license in clause 3 below, or transfer, assign, or novate the Services or provide access or use of the Services or any part, module, feature or function to any third party or third parties;
  - (d) You may not remove or alter or obscure any proprietary labels or notices from the Services.
3. **Limited Preview License.** SSL grants You, during the term of this Agreement, a no-cost, non-exclusive, non-transferable revocable right and license to access and use the Services solely in accordance with the terms and conditions of this Agreement, and solely to the extent necessary to access and use the Services (“**Preview license**”). You acknowledge availability of the Services may be affected by testing by SSL and/or planned outages. SSL reserves the right to make changes to the Services as part of SSL’s testing and updating of the Services. You are responsible for obtaining all licenses necessary for You to access and use the Services, including licenses for third party software. You acknowledge and agree, and shall require each User to acknowledge and agree, that the Services, and all or any parts thereof, constitute valuable trade secrets of SSL and/or proprietary and SSL Confidential Information (as defined in clause 7 below) and title thereto remains in SSL. Ownership of all applicable copyrights, know-how, trade secrets, patents, trademarks, and other intellectual property rights in the Services and any modifications, changes, adaptations, improvements or the like are and shall remain vested in SSL. SSL’s failure to enforce any provision of this Agreement shall not constitute a waiver of any provision of this Agreement. The provisions of this Agreement shall be deemed severable. In the event that any provision of this Agreement is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions of this Agreement. Access to non-Preview license Services is solely available by Your execution of a separate contract or completion of an online registration exclusive to full feature use upgrade.
4. **Access.** You authorize, permit, and consent to SSL’s use or access to Your computers, network, or systems (including placement of code) as necessary or as requested by You in SSL’s performance of the Services, including without limitation, copying, storing, and reinstalling a backup system or data. You warrant You obtained

appropriate licenses, or any other permissions, regulatory certifications, or approvals associated with technology, software, or other components for SSL to perform the Services under this Agreement.

5. **Suspension/Termination.** SSL may suspend or terminate the Services (or any part thereof) without notice in the event SSL believes Your use of the Services is in breach of the Preview license or the terms of this Agreement or in violation of clause 2 (a) to (d) or SSL reasonably suspects You are using the Services for any purpose which contravenes the applicable law. Either SSL or You may terminate this Agreement at any time upon 5 days' prior written (including email or online posting) notice to the other party at SSL's physical or email address above or at Your physical or email address indicated in Your online registration for the Preview license to the Services.
6. **Term/Destruction of Data.** This Agreement shall remain in force unless terminated under clause 5 above or after 60 days of inactivity of Your use of the Preview license. Upon the termination of this Agreement or 60 days of inactivity of Your use of the Preview license all of Your data will be deleted (wiped) from the Services. On termination of this Agreement, all Your and SSL's rights and obligations relating to the Services under this Agreement will automatically terminate except for rights of action accruing prior to its termination.
7. **Confidentiality.** SSL and You must treat all Confidential Information received from the other party as it would treat its own confidential information generally, but with no less than a reasonable degree of care. "Confidential Information" means collectively information of the disclosing party that is not generally known to the public, such as software, product plans, pricing, marketing and sales information, customer lists, "know-how," or trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential.
8. **Indemnity.** You shall defend and indemnify SSL and hold SSL harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees), relating to any acts by You or materials or information transmitted by You in connection with the Services, leading wholly or partially to claims against SSL or the Services by other subscribers or third parties, regardless of the type of claim or the nature of the cause of action.
9. **Limited Liability/No Warranty.** YOU MUST BEAR THE RISK OF ANY LIABILITY RELATING TO YOUR USE OF SSL SERVICES. SSL WOULD NOT BE ABLE TO AFFORD TO OPERATE THE SERVICES FREE-OF-CHARGE IF SSL WERE HELD ACCOUNTABLE FOR EVERY WRONGFUL ACTION BY EVERY ONLINE SUBSCRIBER TO SSL SERVICES. ACCORDINGLY, YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR SOLE RISK. SSL WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES YOU MAY INCUR IN CONNECTION WITH THE SERVICES, YOUR USE THEREOF OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON THE SERVICES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF SSL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. YOU ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.
  - (a) NEITHER SSL NOR ANY OF ITS THIRD PARTY SUPPLIERS SHALL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA (INCLUDING CORRUPTION OF OR DAMAGE TO DATA OR SOFTWARE), EVEN IF SSL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES OR YOUR SYSTEMS OR NETWORKS; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; OR (III) UNAUTHORIZED ACCESS TO, OR LOSS, MISAPPROPRIATION OR ALTERATION OF YOUR DATA.
  - (b) THE SERVICES, INCLUDING ALL COMPONENTS THEREOF, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SSL AND ITS THIRD PARTY SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. SSL AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OTHERWISE ARISING FROM COURSE OF PERFORMANCE OR USAGE OF TRADE. NEITHER SSL NOR ITS THIRD PARTY SUPPLIERS WARRANT THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT CERTAIN RESULTS MAY BE OBTAINED FROM THE USE THEREOF, OR THAT THE

DATA STORED WITHIN THE SERVICES WILL BE SECURE OR NOT OTHERWISE MISAPPROPRIATED, LOST, OR DAMAGED.

**10. Choice of Law.** The validity, interpretation, and enforcement of this Agreement and any disputes related to its subject matter, arising out of contract, tort, equity, or otherwise shall be governed by and construed under the laws of the State of New York, without regard to its conflict of law rules. You and SSL agree not to be bound by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act (as adopted or amended), each shall not apply to this Agreement or the goods and services to be delivered hereunder. You consent to the exclusive forum for any disputes arising out of or relating to this Agreement shall be an appropriate Federal or State court sitting in New York County, State of New York, which You irrevocably submit to the jurisdiction of, waiving all challenges or objections to such forum and venue. Any action of any kind against SSL under or related to this Agreement, its subject matter, or the relationship between You and SSL with respect to the Agreement or its subject matter must be brought within 1 year after the cause of action accrues.