

PLEASE READ THIS 28 DAY TRIAL LICENSE AGREEMENT CAREFULLY BEFORE YOU SUBMIT YOUR INFORMATION TO QARBINE TO PARTICIPATE IN THE FREE TRIAL AND/OR START USING THE QARBINE PRODUCTS (the "QARBINE PRODUCT") MADE AVAILABLE TO YOU AS PART OF THIS FREE TRIAL. THESE TERMS AND CONDITIONS ENTERED INTO BY YOU AND QARBINE ("QARBINE") ARE REFERRED TO AS THE "AGREEMENT." UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS SHALL HAVE THE MEANINGS SET FORTH IN SECTION 7 BELOW.

BY ACCEPTING, YOU ARE AGREEING ON BEHALF OF THE ENTITY OBTAINING THE QARBINE PRODUCT ("COMPANY") THAT COMPANY WILL BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT AND CERTIFYING THAT YOU HAVE THE AUTHORITY TO BIND COMPANY. IF COMPANY DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND COMPANY TO THIS AGREEMENT, DO NOT CLICK, TRY TO ACCESS AND/OR USE THE QARBINE PRODUCTS IN ANY MANNER.

UNLESS AND UNTIL COMPANY HAS AGREED TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, COMPANY HAS NOT BECOME A LICENSEE OF, AND IS NOT AUTHORIZED TO ACCESS AND/OR USE, THE QARBINE PRODUCT. THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE DATE YOU ARE SENT THE FREE TRIAL URL VIA EMAIL.

#### 1. Scope of License and Related Terms.

1.1. On-Demand Services. Qarbine will make the Qarbine Product available to Company for evaluation via Qarbine's online, Web-based platform and applications that are hosted by Qarbine, or a third party hosting facility designated by Qarbine and provided as a service (known as the "on-demand" model).

1.2. License Grant. During the Evaluation Period, Qarbine grants to Company a non-exclusive, revocable and non-transferable right to use the Qarbine Product solely for the purpose of internally evaluating the suitability of the Qarbine Product for Company's internal business purposes. Company may, using the functionality within the Qarbine Product, configure and, modify certain available features and functionality of the Qarbine Product offered as part of its evaluation process.

1.3. Third-Party Software. The Qarbine Product utilizes or includes certain Third Party Software. Company's use of the Qarbine Product, including all Third Party Software accessible via APIs, is governed by the applicable Third-Party Software terms and conditions. Company understands and agrees that any Company Data exchanged with any Third-Party Software is governed by that provider's respective privacy policy.

1.4. Company Responsibilities. Company shall: (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Qarbine Product, and (b) notify Qarbine in writing immediately of any unauthorized use of, or access to, the Qarbine Product or any user account or password thereof.

1.5. Use Restrictions. Company shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to the Qarbine Product or

any modified version or derivative work of the Qarbine Product created by or for Company, (b) provide the Qarbine Product, or any modified version or derivative work of the Qarbine Product created by or for Company, on a timesharing, service bureau or other similar basis, (c) remove or alter any copyright, trademark or proprietary notice in the Qarbine Product, (d) develop Forked Software, (e) copy any features, functions or graphics of the Qarbine Product for any purpose other than what is expressly authorized in this Agreement, (f) use or modify the Qarbine Product in any way that would subject the Qarbine Product, in whole in or in part, to a Copyleft License, (g) send, store, or authorize a third party to send or store spam, unlawful, infringing, obscene or libelous material, or malicious code, (h) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Qarbine Product, (i) use any intellectual property rights protected by applicable laws and contained in or accessible through the Qarbine Product for the purpose of building a competitive product or service or copying its features or user interface, or (j) use the Qarbine Product, or permit it to be used, for purposes of product benchmarking or other comparative analysis intended for publication without Qarbine's prior written consent.

1.6. Suggestions. Company may, from time to time, provide suggestions, enhancement or feature requests or other feedback to Qarbine with respect to the Qarbine Property (as defined below) or other Qarbine products, services or related documentation (whether or not such is disclosed or delivered by Qarbine to Company under this Agreement) (collectively, "Feedback"). Company agrees that all Feedback is and shall be given by Company entirely voluntarily. Qarbine shall be free to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback in its discretion, without restriction or obligation of any kind or nature. Feedback, even if designated as confidential by Company, shall not create any obligation of confidentiality for Qarbine, unless Qarbine expressly agrees so in writing.

## 2. Proprietary Rights and Data.

2.1. Ownership. Qarbine owns all right, title and interest, including all intellectual property rights, in and to the Qarbine Product, and all Modifications thereto (collectively, the "Qarbine Property"). Company hereby does and will assign to Qarbine all right, title and interest worldwide in the intellectual property rights embodied in any and all Modifications. To the extent any of the rights, title and interest are not assignable by Company to Qarbine, Company grants and agrees to grant to Qarbine an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) under Company's intellectual property rights to use, disclose, reproduce, license, sell, offer for sale, distribute, import and otherwise exploit the Modifications in its discretion, without restriction or obligation of any kind or nature. Except as expressly stated otherwise in this Agreement, Qarbine retains all of its right, title and ownership interest in and to the Qarbine Property, and no other intellectual property rights or license rights are granted by Qarbine to Company under this Agreement, either expressly or by implication, estoppel or otherwise, including, but not limited to, any rights under any of Qarbine's or its affiliates patents.

2.2. Business Information; Company Data. Company agrees to allow Qarbine and its Affiliates to store and use Company business contact information, including names, business phone numbers, and business e-mail addresses, anywhere it does business that is provided by Company to Qarbine.

Such information will be processed and used in connection with Qarbine's business relationship, and may be provided to contractors acting on Qarbine's behalf for uses consistent with Qarbine's business relationship. To the extent that (i) Company data is input into or resides in the Qarbine Product as part of this evaluation (the "Company Data") and (ii) the Company Data contains personal data about any living individual ("Data"), Qarbine will process that Data only as a Data Processor acting on behalf of Company (as the Data Controller) and in accordance with the requirements of this Agreement.

2.3. Company's Compliance with Privacy Laws; Purpose Limitation. Company will at all times comply in full with the requirements of any applicable privacy and data protection laws (including where applicable, European Union Directives 95/46/EC and 2002/58/EC and any national implementation(s) of them) to which it is subject as a Data Controller ("Applicable Privacy Law(s)"). Qarbine will process the Data in accordance with Company's instructions under Applicable Privacy Law(s) and will not: (a) assume any responsibility for determining the purposes for which and the manner in which the Data is processed, or (b) process the Data for its own purposes.

2.4. HIPAA and PHI in Relation to Qarbine Products. Company understands and acknowledges that neither the service provided on-demand nor the Qarbine Products or systems are configured to receive and store personal health information ("PHI"), as that term is defined under the Health Insurance Portability and Accountability Act ("HIPAA") and that Qarbine is neither a "Covered Entity" nor a "Business Associate," as those terms are defined in HIPAA. As such, Company agrees, not to use the service or provide access to or submit any PHI to Qarbine when requesting technical and/or support services, in either case, to, directly or indirectly, submit, store or include any PHI as part of the Company Data. Company agrees that Qarbine may terminate this Agreement immediately, if Company is found to be in violation of this Section.

2.5. Usage Data. In the course of providing Company with the services contemplated in the Agreement, Qarbine may collect, use, process and store diagnostic and usage related content from the computer or other devices the Company uses to access the Qarbine Product or service. This may include, but is not limited to, IP addresses and other information like internet service, location, the type of browser and modules that are used and/or accessed (the "Usage Data"). Usage Data does not, however, include Company Data. Company agrees that Qarbine may process Usage Data to create and compile anonymized, aggregated datasets and/or statistics about the Qarbine products or services in order to: (a) maintain and improve the performance and integrity of Qarbine products or services, (b) understand which Qarbine products or services are most commonly deployed and preferred by customers and how customers interact with Qarbine products or services, (c) identify the types of Qarbine services that may require additional maintenance or support, and (d) comply with all regulatory, legislative and/or contractual requirements, provided in each case that such aggregated datasets and statistics will not enable Company or any living individual to be identified.

### 3. Term and Termination.

3.1. Term. This Agreement commences on the Effective Date and continues for a period of fourteen (28) days thereafter ("Evaluation Period"), unless terminated sooner pursuant to Section 3.2.

3.2. Termination. Either party may terminate this Agreement at any time by providing a minimum of two (2) days written notice to the other party. Additionally, either party may terminate this Agreement if the other party: (a) materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for two (2) days following written notice of the breach, or (b) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

3.3. Effect of Termination or Expiration. Upon any expiration termination of this Agreement, whichever occurs first, (a) the rights granted under this Agreement will be immediately revoked and Qarbine may immediately deactivate Company's free trial account; (b) the Company Data may be deleted by Qarbine from the Qarbine Product; and (c) the return or destruction of Confidential Information will be handled as contemplated in the final sentence of Section 4. Sections 1.5, 1.6, 2, 3.3, 4, 5 and 6 survive termination or expiration of this Agreement.

4. Confidentiality. The parties acknowledge that in the course of performing their obligations under this Agreement, each may receive Confidential Information. Each party covenants and agrees that neither it nor its agents, employees, officers, directors or representatives will disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees, representatives, or contractors of the Receiving Party who require access to the Confidential Information to exercise its rights under this Agreement and who are bound by written agreement, with terms at least as restrictive as these, not to disclose third-party confidential or proprietary information disclosed to such party, or (b) as such disclosure may be required by law or governmental regulation, subject to the Receiving Party providing to the Disclosing Party written notice to allow the Disclosing Party to seek a protective order or otherwise prevent the disclosure. Nothing in this Agreement will prohibit or limit the Receiving Party's use of information: (i) previously known to it without obligation of confidence, (ii) independently developed by or for it without use of or access to the Disclosing Party's Confidential Information, (iii) acquired by it from a third party that is not under an obligation of confidence with respect to such information, or (iv) that is or becomes publicly available through no breach of this Agreement. The Receiving Party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section. The terms of this Agreement, Original Code and the structure, sequence and organization of the Qarbine Product are Confidential Information of Qarbine or its licensors. Within five (5) days after a Disclosing Party's request, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information; provided, however, that the Receiving Party shall be entitled to retain archival copies of the Confidential Information of the Disclosing Party solely for legal, regulatory or compliance purposes unless otherwise prohibited by law.

5. Disclaimer of Warranties; Limitation of Liability.

5.1. Disclaimer of Warranties. THE QARBINE PRODUCT IS PROVIDED TO COMPANY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. QARBINE'S PRODUCT OR SERVICE MAY BE SUBJECT TO LIMITATIONS OR ISSUES INHERENT IN THE USE OF THE INTERNET AND QARBINE IS NOT RESPONSIBLE FOR ANY PROBLEMS OR OTHER DAMAGE RESULTING FROM SUCH LIMITATIONS OR ISSUES.

5.2. Limitation on Damages. EXCEPT FOR A BREACH BY COMPANY OF SECTIONS 1.2, 1.5 OR 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUE OR FOR ANY INDIRECT, SPECIAL, COVER, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING UNDER THIS AGREEMENT AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. & IN NO EVENT SHALL QARBINE'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE, THE AMOUNT OF \$100.

## 6. General.

6.1. United States Government Users. The Qarbine Product and related Modifications were fully developed at private expense and are commercial computer software as defined in FAR 2.101. Any related documentation, technical data, or services are also commercial. In accordance with FAR 12.212 and DFARS 227.7202, all rights conferred in the Qarbine Product, related documentation, technical data, services, or any deliverable to the United States Government are specified in this Agreement. All other uses are prohibited and no ownership rights are conferred.

6.2. Export Compliance. Company acknowledges and agrees that the Qarbine Product is subject to all applicable export control laws and regulations, including, without limitation, those of the United States Government. Company shall strictly comply with all applicable export control laws and regulations related to the Qarbine Product, including, without limitation, U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774, and all licenses and authorizations issued under such laws and regulations. Company agrees that it shall not, and shall cause its representatives, employees, agents, contractors and customers to agree not to, export, re-export, divert, release, transfer, or disclose any such Qarbine Product, or any direct product thereof, to any prohibited or restricted destination, end-use or end-user, except in accordance with all relevant export control laws and regulations.

6.3. Assignment. Company cannot assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of Qarbine. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in breach of this Section 6.3 shall be void.

6.4. Relationship of the Parties. Qarbine and Company are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

6.5. Choice of Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware and the federal U.S. laws applicable therein, excluding its conflicts of law provisions. Company and Qarbine agree to submit to the personal and non-exclusive jurisdiction of the courts located in Delaware. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

6.6. Attorney's Fees. In any action related to this Agreement, if any party is successful in obtaining some or all of the relief it is seeking or in defending against the action, the other party shall pay, on demand, the prevailing party's reasonable attorneys' fees and reasonable costs.

6.7. Manner of Giving Notice. Notices regarding this Agreement shall be in writing and addressed to Company at the address Company provides. Notices regarding the Qarbine Product in general may be given by electronic mail to Company's e-mail address on record with Qarbine.

6.8. Entire Agreement; Other Terms. This Agreement and any URLs referenced herein represent the entire agreement of the parties and supersede all prior discussions, emails and/or agreements between the parties and is intended to be the final expression of their Agreement. To the extent there is a conflict between this Agreement and any additional or inconsistent terms, the terms of this Agreement shall prevail, unless expressly stated otherwise. Notwithstanding any language to the contrary therein, no terms stated in any other order document (other than an Evaluation Order Form expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. The Agreement, including any related Evaluation Order Form may not be modified or altered except by written instrument, and no amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of Company and Qarbine. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect. Except as otherwise provided, remedies specified herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

## 7. Definitions.

7.1. "Affiliate" means a company that is controlled by, under common control with or controlling a party during the period of such control.

7.2. "Confidential Information" means information that one party (the "Disclosing Party") provides to the other party ("Receiving Party") during the term of this Agreement that is identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

7.3. "Copyleft License" means a software license that requires that information necessary for reproducing and modifying such software must be made available publicly to recipients of

executable versions of such software (see, e.g., GNU General Public License and <http://www.gnu.org/copyleft/>).

7.4. “Data Controller” means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of processing are determined by national or European Community laws or regulations, the controller or the specific criteria for his nomination may be designated by national or European Community law.

7.5. “Data Processor” means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the Data Controller.

7.6. “Forked Software” means modifications to any open source version of the Original Code to develop a separately maintained source code program (a) with features not present in the Original Code or (b) where modifications to the Original Code are not automatically integrated with the Original Code.

7.7. “Modifications” means any work based on or incorporating all or any portion of the Qarbine Product, including, without limitation, modifications, enhancements and customizations to the Qarbine Product developed by Qarbine, Company, a third party on either such party’s behalf or any combination of such parties.

7.8. “Original Code” means Qarbine Product source code.

7.9. “Third-Party Software” means online, web-based applications and offline software products that are developed by third parties, and may interoperate with the Qarbine Product, the use of which software is governed by the applicable terms and conditions specified by such third party.