

TERMS OF SERVICE APPLICABLE TO END USERS

The following terms will appear as a click through when the End User initiates the term:

You, on behalf of your organization, understand that Cobalt Iron's ("CI") software is proprietary to CI, contains CI trade secrets, is copyrighted and patented and that CI reserves all right, title and interest in and to the software and related documentation. If you provide useful information to improve the software, CI will be entitled to freely use and exploit such information without any obligation to you or your organization.

No party may copy, modify, disassemble, decompile or reverse engineer the software. Using the software for timesharing or service bureau purposes or for any purpose other than its own internal business purposes is prohibited. You understand that CI does not sell its software. Your organization has acquired a non-exclusive, non-transferable, revocable right to use CI software during the term. Any upgrade, or replacement, to the software is considered to be the same as the software that it upgrades or replaces, and no new rights are granted. Upgrades or replacement software is provided solely at CI's discretion.

CI grants your organization the right to (a) use, install and operate a copy of the software, in executable format only, (b) make a single copy of the software for backup purposes, and (c) make a reasonable number of copies of software documentation to support its internal use. No party has the right to publish any performance benchmark results of the software.

You understand that operation of the software requires that your organization has at its cost, the appropriate hardware and third party software. You will ensure that your site will have internet access and shall implement procedures for the protection of data and other information in the event of errors or malfunctions.

You agree to follow the operating procedures published by CI from time to time, including the maintenance of the software and you shall ensure that you are adequately trained on the use and application of the software.

You understand that, should your organization exceed usage limits as set out in purchase orders, your organization will be billed for additional capacity as set out in those purchase orders. You may not do anything that circumvents any usage or access limits on the use of the software.

You understand that CI does not represent or warrant that the use of the software will meet your requirements or expectations, that use of the software will be uninterrupted, timely, secure or free from error or that all errors will be corrected. CI's warranty is set out on: www.cobaltiron.com/cobalt-iron-limited-software-warranty-policy/

In the event of a claim that the software and/or documentation infringes a third party's intellectual property or other right, CI shall at its sole expense: (a) procure for your organization the right to continue using the affected software and/or documentation; (b) replace or modify the affected software and/or documentation; or (c) terminate this service. If CI terminates, it will pay to your organization an amount equal to the fees paid hereunder in respect of the affected software for the remaining unused portion of the term.

At the end of the term, you agree to cease using the software and will follow CI's processes on uninstalling the software. At CI's option, you may be required to have an officer certify that your

organization has permanently deleted, destroyed, or returned to CI the software and the documentation and all copies thereof.

CI uses cookies. One cookie verifies your login. Another cookie verifies receipt of this message. CI also stores the profile information that you enter. Your profile information includes identification relating you to your system backups, and is not shared outside of your organization. Your company administrators may opt for you to receive email reports about your organization's system backup statistics.

By selecting "I Agree" you agree to these terms.