

eQ CLOUD SERVICES EVALUATION AGREEMENT

BY EXECUTING AN ONLINE ENROLLMENT FORM THAT INCORPORATES THESE TERMS AND/OR BY CLICKING THE ACCEPTANCE CHECK BOX DISPLAYED AS PART OF THE ENROLLMENT PROCESS (COLLECTIVELY, THE "ORDER"), YOU AGREE TO THE FOLLOWING TERMS. THESE TERMS AND THE ORDER(S) (COLLECTIVELY THE "AGREEMENT") GOVERN YOUR EVALUATION USE OF eQ CLOUD SERVICES. 'eQ' refers to eQ Technologic, Inc., a Pennsylvania, USA corporation 500 Office Center Drive, Suite 400, Fort Washington, PA 19034, USA ("eQ"), the owner and provider of the Cloud Services.

1. eQ Cloud Services. The eQ Cloud Services means eQ or 'eQube®' branded offerings made available to you upon registration on demand via the Internet from equipment owned or operated by or for eQ, including Software hosted by or for eQ for access by you and the environment in which eQ hosts the software, which software was selected by you as part of the enrollment process ("Software"). As part of the eQ Cloud Services the Software made available shall be the object code version of the Software. The Software, together with the related documentation and sample data available as part of the eQ Cloud Services are collectively hereinafter referred to as the "Products"
2. Limited License. Subject to the terms hereof, eQ hereby licenses the Products, royalty-free, to you for the period and within the License Designated Country selected by you as part of the enrollment process, for the sole purpose of enabling you test, evaluate, and use the Products to evaluate its usefulness for you or your organization. This limited license granted herein is non-exclusive, non-assignable, non-transferable and revocable at the discretion of eQ.
3. Further Restrictions on Use. No intellectual property license, and no other license or right of any kind is granted except for the limited right to use the Products as provided herein. You shall not and shall not permit the Products, including the software portion of the Products to be copied, reproduced, reverse engineered, disassembled, displayed, downloaded, stored, published, transferred, decompiled, or attempt to derive source code from the software portion of the Products, in any form or by any means without the specific prior written agreement of eQ. You shall not use the Products to produce, market, or support your own products or business. You may not release or make available the Products or any part thereof to any third party, including any organization that employs you. You may not disclose to third parties any evaluation or test results related to the Product.

4. No rights granted. You shall retain (i.e. shall not remove, alter, deface, obstruct or deface) any and all proprietary and/or confidentiality notices and/or markings, including trademark, service mark, trade name and copyright notices on all delivered copies and all other permitted copies (if any) of the Products, including the Software. As between eQ and you, eQ shall solely own the Products and you shall have no license, right, ownership, or title to the Products, including the Software portion thereof, either directly or indirectly, or by implication, estoppel or otherwise. In the event you subsequently purchase licenses or other rights to the Products, all of your rights and interest shall derive from the terms of such purchase and this Agreement does not merge with or into any such subsequent terms.

5. Related services. eQ may provide assistance to you in configuring, and/or using the Products. These services are provided at eQ's discretion and at no charge. Any ideas, suggestions, comments and recommendations received by eQ from you as part of or related to this service shall belong exclusively eQ.

6. Confidentiality. The parties recognize that in the course of performing the services, both parties may have access to confidential information and trade secrets belonging to the other and each desires that such confidential information and trade secrets remain confidential. Each party agrees that all confidential information and trade secrets communicated to one party by the other in any manner (the "Confidential Information"), whether before or after the date of this Agreement, will be used by the recipient party only for the limited purpose described in above. The other party's Confidential Information will not be disclosed by the recipient party, other than to its employees and, in the case of eQ, to its consultants, agents, contractors and those of eQ-Subsidiary without the prior written consent of the other party, which consent may be refused at the party's sole discretion. Each party will advise its employees and agents and, in the case of eQ, the employees of eQ Subsidiary its/their consultants, agents, and contractors, who receive any of the other party's Confidential Information of its confidential nature. The confidentiality provisions of this Section will not apply to any Confidential Information that (i) was or becomes generally available to the public other than as a result of disclosure by the recipient party in violation of this Agreement; (ii) becomes available to the recipient party from a source other than the other party, provided that the recipient party has no reason to believe that such source is itself bound by a confidentiality or nondisclosure agreement with the other party or otherwise prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation; (iii) was in the recipient party's possession prior to receipt from the other party; (iv) is independently developed by the recipient party without the use of the other party's Confidential Information; or (v) is required to be disclosed by the recipient party by a governmental agency or law, so long as the recipient party provides the other party with written notice of the required disclosure promptly upon receipt of notice of the required disclosure. Upon any actual or threatened violation of this Section by either party, the other party will have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged and agreed that

monetary damages are inadequate to protect the other party. This Section will survive the expiration or termination of this Agreement for any reason.

Products, including documentation, the Deliverables (as defined hereinbelow) as well as all materials used in training are expressly acknowledged to be Confidential Information.

7. Ownership. Each party will retain all rights in any data, software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. Services performed by eQ hereunder shall not be considered "work for hire." Subject to any third party rights or restrictions, eQ will own all intellectual property rights in or related to all deliverables that are developed and delivered by eQ under this Agreement, even if such deliverables were suggested by you (the "Deliverables"). However, during the term hereof and for the sole limited purpose described herein you will have the right and license to use a copy of the Deliverables (including any Tools (as defined below) that are used in producing the Deliverables and become, and remain, embedded therein) provided by eQ to you hereunder. Such copy, if the Deliverable is software, will be in object code form, and the related right and license to use will consist of you being able to use same as per this Agreement.

8. Employee solicitation. While eQ is providing services under this Agreement and for a period of 12 months thereafter, neither party will directly or indirectly solicit, for employment or employ any employee or contractor of the other party (including employees of eQ-Subsidiary) who is or was actively involved in the performance, consumption or evaluation of the services without the prior written consent of the other, which consent may be withheld at the sole discretion of the party. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement will not prohibit solicitations through advertising or other publications of general circulation and hiring anyone responding thereto.

9. Your Obligations. You must protect the secrecy of authorized user IDs and passwords, notify eQ immediately of any known or suspected breach of security or intellectual property rights. You will not, in connection with eQ Products (i) send or store infringing, obscene, threatening, or otherwise unlawful or tortious material or malicious code; (ii) damage, disable, overburden, impair, interfere with or disrupt the Cloud Services; (iii) attempt to gain unauthorized access to any systems or networks that connect thereto or otherwise interfere with the operation of the Cloud Services or in any way with the use or enjoyment of the Cloud Services by others; or (iv) permit more users to access or process data via the Cloud Services than are permitted in this Agreement. You will indemnify and defend eQ and eQ's agents, officers, directors, and employees against any and all fees, fines, costs, liens, judgments and expenses arising from or relating to Your violation of this Agreement.

10. Term. The term of this Agreement is the period for which the license is granted is as selected by you as part of the enrollment process. Notwithstanding the foregoing, eQ may terminate this Agreement and the licenses granted herein at any time on two days' prior written notice sent to the email address used in the enrollment process.

11. No obligations. Nothing in this agreement shall obligate either party to enter into any future agreements, including any agreement to license the Products.

12. Disclaimer of Warranties. You accept the Products and related services "AS IS", with any and all errors or defects. eQ MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS AND SERVICES, AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE EVEN IF SUCH PURPOSE IS DISCLOSED.

13. Limitation of Liability. eQ shall not be responsible for any loss or damage to you, or your customers, or any third parties caused by the Products or by eQ's performances of this Agreement. eQ SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT.

14. Alterations by you. You shall not alter the Products. Any alterations suggested for the Products by you shall be the exclusive property of eQ, together with all intellectual property and other rights therein. You shall execute any and all documents and otherwise cooperate with eQ at eQ's expense, as necessary to enable eQ to protect such rights.

15. Assignment. You shall not sell, assign or otherwise transfer any rights or obligations under this Agreement. Any attempted assignment or transfer shall be voidable at eQ's option.

16. Termination. In the event that you breach this Agreement, eQ may terminate this Agreement immediately upon written notice to you. The rights and responsibilities of the parties pursuant to sections 4, 6, 7, 8, 9, 12, 13, 14 and 18 above shall survive the expiration of the Term or earlier termination of this Agreement for an indefinite period.

17. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. Any representation, promise, or condition not explicitly set forth in this Agreement shall not be binding on either party. Any amendments to this Agreement shall effective only if in writing, specifically reciting that it is intended as an amendment of this Agreement and signed by the authorized representatives of each party.

18. Choice of Law and Forum. This agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, USA without regard to its choice of law rules. As to all matters related to this agreement, jurisdiction and venue shall be exclusively in the Court of Common Pleas of Montgomery County, Pennsylvania, USA or the US District Court located in Philadelphia, Pennsylvania, USA.