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DATA SET TERMS

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CATCH PROBE™

DATA SET TERMS

These DataSet Terms ("DataSet Terms") is between CatchProbe, Inc. ("CatchProbe") and the customer ("Customer") who has an active Master Subscription Agreement ("MSA") in place with CatchProbe and who has purchased a subscription to the DataSet (as defined below) in a Purchase Order. Capitalized terms defined in these DataSet Terms shall apply to these DataSet Terms and any terms not defined in these DataSet Terms shall have their meaning as defined in the MSA.

1. DEFINITIONS

1.1. "DataSet" means the specific Solution Customer has purchased and been granted access to via these DataSet Terms.

1.2. "Documentation" means CatchProbe's then-current published documentation such as technical user guides, installation instructions, articles or similar documentation specifying the functionalities of the Solutions and made available by CatchProbe to Customer.

1.3. "Site" means the website located at www.dataset.com.

2. DATASET ACCESS AND LICENSE

2.1. During the Subscription Term, CatchProbe shall grant Customer access to DataSet for use in accordance with the MSA and these DataSet Terms.

2.2. To the extent Customer installs software provided as part of DataSet, then subject to these DataSet Terms (and if applicable, any license terms associated with the download, installation and use of such software), CatchProbe grants to Customer a worldwide, non-transferable, non-exclusive license during the Subscription Term or any Evaluation Period to access, use, execute, install (as provided for by the applicable Purchase Order), store, and display the DataSet (including Enhancements) solely in support of Customer's (and Customer's Affiliate(s)) internal business operations, in accordance with the Documentation describing the permissible use of DataSet.

3. AVAILABILITY AND SUPPORT

3.1. During the Subscription Term, CatchProbe will undertake commercially reasonable efforts to make DataSet available. Notwithstanding the foregoing, CatchProbe reserves the right to suspend Customer's access to DataSet: (a) for scheduled or emergency maintenance, provided, however, CatchProbe will give Customer prior written notice of any such modification reasonably in advance, for scheduled maintenance at least seven (7) days in advance. CatchProbe will provide reasonable support to Customer for DataSet from Monday through Friday during CatchProbe's normal business hours.

4. LICENSE RESTRICTIONS

4.1. Customer will not, and will not permit any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of DataSet or any software, documentation or data related to DataSet ("CatchProbe Material") (provided that reverse engineering is prohibited only to the extent such prohibition is not

contrary to applicable law); (b) modify, translate, or create derivative works based on DataSet or related installed software; (c) use DataSet for timesharing or service bureau purposes or for any purpose other than its own use; (d) remove or obscure any proprietary or other notices contained in DataSet or Documentation; (e) provide to any third party the results of any benchmark tests or other evaluation of DataSet without CatchProbe's prior written consent; (f) attempt to disable or circumvent any license key or other technological mechanisms or measures; or (g) use DataSet: (i) to upload, manage or process Special Information; or (ii) other than in accordance with these DataSet Terms and in compliance with all applicable laws and regulations (including but not limited to any European privacy laws), intellectual property, consumer and child protection, obscenity or defamation). Customer will be responsible for providing all Customer Data to CatchProbe in a format consistent with the requirements set forth in the Documentation (or as otherwise specified by Catch-Probe). Customer will ensure that Customer's use of DataSet and Customer Data is, at all times, compliant with all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data.

Customer is solely responsible for the accuracy, content, and legality of all Customer Data.

5. RESPONSIBILITIES

5.1. Customer will cooperate with CatchProbe in connection with the performance of these DataSet Terms by making available personnel and information as may be reasonably required and taking such other actions, as CatchProbe may reasonably request.

5.2. Customer will designate an employee who will be responsible for all matters relating to these DataSet Terms ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time by providing written notice to CatchProbe.

5.3. CatchProbe has no obligation to monitor Customer Data or any other of the content provided by Customer or Customer's use of DataSet. CatchProbe reserves the right to remove Customer Data or content or prohibit any use of DataSet it believes may be (or alleged to be) in violation of Restrictions, provided, however, that CatchProbe will use commercially reasonable efforts to give Customer prior written notice of any such removal reasonably in advance to allow the Customer to verify (and remove, as the case may be) such Customer Data or content.

6. RETENSION

6.1. Customer Data will be deleted periodically within 30 days of the configured retention period or, if specified, within the Customer's configured retention period.

6.2. Prior to termination of Customer's use of DataSet, Customer may request to export "Customer Data." After termination, all Customer Data is subject to deletion at any time, and no later than the configured retention period.