Tech:niche.

Statseeker.

End User License Agreement

END USER LICENSE AGREEMENT FOR SUBSCRIPTION BASED SOFTWARE

This END USER LICENSE AGREEMENT FOR SUBSCRIPTION BASED SOFTWARE (this "Agreement") is a legally binding agreement between you or the entity you represent ("you" or "Customer") and either Techniche APAC Pty Ltd, Techniche EMEA Ltd or Techniche Americas LLC (collectively the "Company"), and governs your use of any: (i) software ("Software"); and (ii) user instructions, installation guides, technical manuals and other documentation (whether in electronic form or otherwise) made available to you from time to time by the Company or any of its authorized resellers in connection with any Software (collectively the "Documentation").

By using the Software and Documentation, you agree to be bound by all of the terms of this Agreement. BY ACCEPTING THIS AGREEMENT, EITHER BY INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY DOWNLOADING, INSTALLING AND/OR UTILIZING THE SOFTWARE AND/OR DOCUMENTATION, YOU AGREE TO THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL CAPACITY AND AUTHORITY TO ENTER INTO THIS AGREEMENT TO ADHERE TO THE TERMS AND CONDITIONS SET FORTH HEREIN, AND THAT THE SOFTWARE WILL BE USED ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN AND ALL APPLICABLE LAWS. IF YOU ARE REGISTERING OR USING THE SOFTWARE ON BEHALF OF AN ENTITY OR ORGANIZATION, SUCH AS THE COMPANY YOU WORK FOR, YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH ENTITY OR ORGANIZATION AND TO BIND SUCH ENTITY OR ORGANIZATION TO THE TERMS OF THIS AGREEMENT. ANY CHANGES, ADDITIONS OR DELETIONS BY YOU TO THIS AGREEMENT WILL NOT BE ACCEPTED AND WILL NOT BE A PART OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. DEFINITIONS

"Application Programming Interface" or "API" shall, with respect to any particular software, have the customary meaning in the software industry regarding the application programming interface for such software, and shall in any event mean documentation and specifications of functions, methods, procedures and protocols (whether in electronic form or otherwise) made available to you from time to time by the Company or any of its authorized resellers, and according to which a reasonably skilled software programmer may develop Coordinated Systems with respect to that software.

"Coordinated Systems" shall, with respect to any particular software, mean other software or systems that (i) are capable of communicating to and from such software via its API, including communications of all types of data that are processed, managed or generated by such particular software; and (ii) may, via the software's API, invoke or execute the procedures, functions and methods of all program structures and object models contained within or embodied by such particular software.

"Intellectual Property Rights" shall mean any and all: (i) copyrights and other rights associated with works of authorship, including without limitation all exclusive exploitation rights, moral rights and mask-works; (ii) trademarks, trade names, logos and service marks; (iii) trade secrets and know-how; (iv) patents, designs and algorithms; (v) all other intellectual property and proprietary rights of every kind and nature now or hereafter recognized in any country or jurisdiction in the world and however designated, whether arising by operation of law, contract, license or otherwise; (vi) with respect to any particular information, all rights in such information under applicable law that give a holder, independent of contract, a right to control or preclude another person's use of or access to the information on the basis of the rights-holder's interest in

Tech:niche.

the information, and (vii) all registrations, applications, renewals, extensions, continuations, divisions or reissues of any of the foregoing, now or hereafter recognized in any country or jurisdiction in the world.

"Internal Business Purposes" shall mean, with respect to any particular API, use of such API for purposes of developing and supporting Coordinated Systems and for purposes of supporting and maintaining authorized uses of software to which such API relates.

2. GRANT OF RIGHTS

2.1 Software License.

Subject to the terms and conditions of this Agreement, the Company hereby grants to Customer a nonexclusive, worldwide, non-transferable, license (without the right to grant sublicenses) to execute and use the object code version of the Software identified in an order submitted by Customer and accepted by the Company (each, an "Order"), solely for Customer's own Internal Business Purposes in accordance with the related Documentation, and in accordance with the license term, scope and type of use set forth in such Order. Customer may use the Documentation solely in connection with its authorized use of the Software, and shall not allow any unauthorized access to, copying of, or the creation of derivative works from, the Documentation.

2.2 Restrictions.

Except as otherwise expressly provided in this Agreement, Customer shall have no right, and Customer specifically agrees not to: (i) copy any feature, design, technology or intellectual property embedded in or otherwise related to any Software (collectively, "Software Technology"); (ii) transfer, assign or sublicense its license rights under this Agreement to any other person; (iii) make error corrections or otherwise modify or adapt any Software or create derivative works based upon any Software or Software Technology; (iv) distribute, resell, rent, lease, loan or use any Software, Documentation or Software Technology as a service bureau, as an application service provider, to perform consulting or training services for a third party or in any commercial time share arrangement; (v) decompile, decrypt, reverse engineer, re-engineer or disassemble any Software or otherwise reduce the Software to human-readable form or gain access to trade secrets or confidential information in any Software; (vi) use any Software, Documentation or Software Technology in contravention to any applicable laws or government regulations; (vii) remove any Software identification, trademark, copyright or other notices contained in or on the Software, Documentation; (viii) use or access any Software, Documentation or Software Technology in order to build a competitive Software or service; (ix) use any Software, Documentation or Software Technology for performance, benchmarking or comparison testing or analysis; or (x) permit any third party to do any of the foregoing. Additional restrictions regarding use of the Software may be set forth in an applicable Order.

2.3 Ownership.

The Company and its suppliers reserve any and all rights, implied or otherwise, which are not expressly granted to Customer hereunder, and retain all rights, title and interest in and to the Software, Documentation and Software Technology. Customer acknowledges and agrees that this Agreement in no way shall be construed to provide to Customer, or any third party, any express or implied license to use, copy or otherwise exploit any Software, Documentation and Software Technology, or any portion thereof, other than as specifically set forth in this Agreement. Customer acknowledges that the use, copying, disclosure or dissemination of the Software, Software Technology or any confidential or proprietary information embodied therein, in a manner not authorized by this Agreement would cause irreparable harm to the Company that could not be fully remedied by monetary damages. Customer therefore agrees that the Company shall be entitled, in addition to any other remedies available to it at law or in equity, to such injunctive or other equitable relief as may be necessary or appropriate to prevent such unauthorized use, copying, disclosure or dissemination without the necessity of proving actual or irreparable damage.

Tech:niche.

2.4 Aggregated Data.

Customer understands and agrees that the Software may transmit to the Company technical and related information about Customer's use of the Software which may include, without limitation, system performance, capacity usage, internet protocol address, operating system, application software, and other non-attributable and de-identified Software usage statistics ("Aggregated Data"). The Company owns Aggregated Data and uses it in its discretion to troubleshoot the Software, facilitate the provisioning of updates, support, invoicing or online services, and to enhance, improve, and develop current and future the Company Software and services. Such transmission may be on a daily or other periodic basis, or upon a failure or crash of the Software.

2.5 Trademarks.

Customer may not delete, remove, hide, move or alter any trademark, logo, icon, image or text that represents the name "Statseeker," any derivation thereof, or any icon, image or text that is likely to be confused with the same. All representations of the name "Statseeker" or any of its affiliates' names or marks must remain as originally distributed regardless of the presence or absence of a trademark, copyright, or other intellectual property symbol or notice.

2.6 Intellectual Property Rights.

The Company shall be the exclusive owner of all Intellectual Property associated with the Software and its maintenance and support services.

3. MAINTENANCE AND SUPPORT

The Company shall provide maintenance and support services in accordance with the Company's maintenance and support policy (Statseeker Support And Maintenance Policy). If the Company makes available to Customer any Software updates or upgrades for any Software as part of the Company's maintenance and support services, all such updates and upgrades will constitute "Software" under this Agreement except to the extent the Company makes such updates or upgrades available pursuant to separate license terms.

4. RESERVATION OF RIGHTS

As between the Parties, the Company owns and holds all rights, title and interest in and to the Software, subject to the limited license granted above. Except as expressly granted herein, no other licenses are granted to you by this Agreement with respect to the Software.

5. LIMITATION OF LIABILITY

THE TOTAL LIABILITY OF THE COMPANY AND ITS SUPPLIERS AND CONTRACTORS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CUSTOMER'S USE OF THE SOFTWARE SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO THE COMPANY FOR THE SOFTWARE GIVING RISE TO SUCH LIABILITY DURING THE TWELVE (12) MONTHS PERIOD PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY LOSS OF USE,

Tech:niche.

INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CUSTOMER'S USE OF ANY SOFTWARE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

6. TERM AND TERMINATION

This Agreement shall become effective on the date of the subscription purchase and shall continue for a period of twelve (12) months unless sooner terminated. This Agreement maybe renewed prior to expiration by providing the Company notice of renewal within thirty (30) days from termination. The Company may terminate this Agreement upon written notice in the event that you fail to cure any material breach of this Agreement within thirty (30) days after having received written notice thereof from the Company. Upon termination of this Agreement for any reason, the licenses granted with respect to the Software shall immediately cease and terminate. For sake of clarity, notwithstanding the termination of this Agreement, you shall retain all rights, title and interest in and to any Coordinated Systems, and such termination shall not limit or modify licenses rights with respect to continued use or distribution of the same. The provisions of Sections 2, 5, 6, 7 and 8 shall survive the termination of this Agreement.

7. CONFIDENTIALITY

The Company may, from time to time, deliver to Customer certain non-public information including formulas, flow charts, diagnostic routines, business information, forecasts, financial plans and data, balance sheet information, customer information, marketing plans, software and unannounced Software information (collectively, "Confidential Information"). Such Confidential Information disclosed shall be considered confidential if a reasonable person under the circumstances would understand such information to be of a confidential nature. Notwithstanding anything to the contrary herein, the Software, Documentation and non-public Software information shall be deemed Confidential Information. Customer shall not use or disclose the Company's Confidential Information, except as expressly authorized by this Agreement or in writing by the Company, using the same degree of care which Customer uses with respect to its own proprietary information, but in no event with less than with reasonable care. The foregoing obligations of confidentiality shall not apply to any information that Customer can show is or was: (i) already known to Customer at the time of disclosure without obligation of confidentiality; (ii) independently developed by Customer without use of or access to the Company's Confidential Information; (iii) approved for disclosure by the Company beforehand and in writing; (iv) publicly known without breach of this Agreement; (v) lawfully received by Customer from a third party without obligation of confidentiality; or (vi) required to be disclosed by applicable law or order of a court, tribunal or other governmental agency; provided, however, that Customer shall promptly notify the Company in writing of such requirement, and shall cooperate with the Company to minimize the scope of any such disclosure, and in the obtaining of a confidentiality, protective or similar order.

8. NO WARRANTIES

WITHOUT LIMITING ANY REPRESENTATIONS OR WARRANTIES UNDER ANY SEPARATE WRITTEN AGREEMENTS BETWEEN THE PARTIES, THE COMPANY DISCLAIMS ANY AND ALL WARRANTIES UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY,

Tech:niche.

INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE COMPANY HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER CONSTITUTES AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND THE PARTIES INTEND THAT THIS PARAGRAPH SHOULD BE ENFORCED WITHOUT REGARD TO WHETHER ANY OTHER REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE.

9. GENERAL PROVISIONS

This Agreement shall be interpreted and enforced in accordance with the laws of the country where the subscription is purchased. If the subscription is purchased in the United States of America, then the laws of the State of Delaware shall apply, without regard to its conflict of laws principles. This Agreement, agreed by the parties is the entire agreement of the parties, and supersedes all prior agreements and communications, written or oral, between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired. No modification or waiver of any provision of this Agreement shall be valid or binding unless made in writing and executed by an authorized officer of the Company. No delay or omission to exercise any right or remedy accruing to the Company hereunder shall impair that right or remedy, or be construed to be a waiver of any breach or default. Customer may assign this Agreement (including by operation of law or in connection with a change in control, merger, acquisition, reorganization, consolidation or sale of all or substantially all of its business, assets or stock), upon written notice to the Company at least 30 days prior to any assignment, provided that the Agreement is not assigned to a competitor of the Company. Statseeker may assign this Agreement without consent or notice. Subject to the foregoing, this Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and permitted assigns. Customer hereby acknowledges that the Software may be subject to export controls under the laws and regulations of Australia, Europe and United States of America, as well as any applicable laws and regulations of the territories outside of Australia, Europe and United States of America. Customer shall comply with such laws and regulations and agrees not to export, re-export or transfer any Software without first obtaining all required governmental authorizations or licenses. The foregoing shall not be construed as to waive any other restrictions on transfer set forth herein. Customer agrees that the Company may list Customer's name in any customer lists and that it will cooperate with the Company upon request in the preparation of a press release to be issued by the Company announcing Customer's having become a customer of the Company.

Tech:niche.