1 DEFINITIONS

1.1 "**Licence Limits**" means the maximum volume of usage permitted and procured from time to time under a Service Contract. The parameters of use may be in terms of named or concurrent users, computers, transaction volume or such other parameter as specified in the Service Contract. "**Software**" means software licenced, developed or acquired by FLUIDONE LIMITED which is made available for the Customer's use via a remotely accessible portal. Software includes, as applicable, (i) IT Management and monitoring applications from Solarwinds Worldwide LLC, (ii) presentation and analysis applications developed by and proprietary to FLUIDONE LIMITED; (iii) other third party utility software made available by FLUIDONE LIMITED through the portal (iv) all related user documentation; (v) any update or revision of these applications; (iv) any License Keys, and (v) any copy of these items.

2 SCOPE

1.1 This schedule ("**Schedule**") together with the Terms of Business (hereinafter "**Software License Terms**") set forth the terms and conditions according to which FLUIDONE LIMITED grants to the Customer the right to use the "Software" as herein defined.

2.1 Access to the Software is made through a portal. Separate arrangements need to be made to put in place the necessary private network connections to allow Customer staff to reach this portal.

2.2 FLUIDONE LIMITED may provide managed network services associated with the Software. These are described in the Managed Serviced Term and Conditions and are identified with named labels, such as "Portal Only" (i.e. access to the Software through its portal only, without additional services).

3 GRANT OF LICENCE

3.1 Customer is hereby granted a non-transferable and non-exclusive license to use the Software exclusively through the portal made available by FLUIDONE LIMITED. The license does not extend any rights to Customer in respect of the source code of the Software or any other physical instantiation of the Software and is without prejudice to any license or access fees provided for in the Service Contract. FLUIDONE LIMITED hereby reserves any and all rights not granted to Customer herein.

3.2 Customer is licensed to use the Software only within the Licence Limits. Customer shall at all times keep records of its usage of the Software and is responsible for ensuring that any increase in the Licence Limits necessary is procured prior to use in excess of such Licence Limits. In the absence of a specification in the Service Contract of Licence Limits, unlimited use by employees and agents of the Customer is permitted.

3.3 Customer may use the Software only for its own business operations. Customer may not distribute or sublicense the Software. Customer will not permit any other person to use the Software. Customer will not rent out or loan the Software or make it available on a time-sharing basis. Except to the extent permitted by applicable mandatory law, Customer may not otherwise copy, translate, modify, adapt, decompile, diFluidOne Limitedsemble or reverse engineer the Software.

3.4 The Software is not warranted to be error-free and the existence of any errors in the Software shall not be considered a breach of these Software License Terms.

3.5 FLUIDONE LIMITED shall have the right, either by itself or by its authorized representative and following a reasonable notice to Customer, to verify and audit the accuracy of Customer's reports either from Customer's network management systems or other applicable records of Customer. Customer shall co-operate with FLUIDONE LIMITED during such verifications and audits. In the event that license fees are found to be due and payable to FLUIDONE LIMITED under the Agreement, Customer shall pay any such arrears within 10 days, together with the reasonable costs of the audit. If no such arrears are found, the costs of the audit shall be borne by FLUIDONE LIMITED.

4 OWNERSHIP

4.1 Title to the Software and all patents, copyrights, design rights, trade secrets and other proprietary rights in or related to the Software are and will remain the exclusive property of FLUIDONE LIMITED and its licensors, whether or not specifically recognized or perfected under the laws of the country where the Software is located. Customer will not take any action that jeopardizes such proprietary rights or acquire any right in the Software, except the limited use rights specified in these Software License Terms. To the extent not otherwise ruled by mandatory law, FLUIDONE LIMITED (and its licensors) will own all rights in any copy, translation, modification, adaptation, decompilation, diFluidOne Limitedsembly, reverse engineering or derivation of the Software, including any

improvement or development thereof. Customer undertakes not to remove any confidentiality, trademark and proprietary notices included in the Software or any third party software.

5   TERM AND TERMINATION

5.1   Upon termination of the Service Contract, all rights granted in respect of the Software to Customer under these Software License Terms will immediately cease and Customer shall make no further use of the Software. Termination shall be without prejudice to any accrued rights and liabilities of the parties at the date of termination.

6   INDEMNITY

6.1   The terms of clause 12 of the Terms of Business shall apply to any claims that the Software infringes the Intellectual Property Rights of any third party in the United Kingdom.

7   GENERAL

7.1   Customer acknowledges that the Software incorporates confidential and proprietary information developed or acquired by FLUIDONE LIMITED and hence is Confidential Information protected under clause 10 of the Terms of Business.