

EFFECTIVE DATE NOVEMBER 2018

Website Terms of Service

The following terms and conditions govern all use of the tessian.com website and all content, services, and products available at or through the website (taken together, the Website). The Website is owned and operated by Tessian Limited ("Tessian Limited"). The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Tessian's Privacy Policy) and procedures that may be published from time to time on this Site by Tessian (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the website, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by Tessian, acceptance is expressly limited to these terms.

Responsibility of Contributors

If you comment on a blog, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- By submitting Content to Tessian for inclusion on the Website, you grant Tessian a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content. If you delete Content, Tessian will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.
- Without limiting any of those representations or warranties, Tessian has the right (though not the obligation) to, in Tessian's sole discretion (i) refuse or remove any content that, in Tessian's reasonable opinion, violates any Tessian policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in Tessian's sole discretion.

Responsibility of Website Visitors

Tessian has not reviewed, and cannot review, all of the material, including computer software, posted to the Website by external persons, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, Tessian does not represent or imply that it endorses the

material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Tessian disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

Content Posted on Other Websites

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which tessian.com links, and that link to tessian.com. Tessian does not have any control over those non-Tessian websites and webpages, and is not responsible for their contents or their use. By linking to a non-Tessian website or webpage, Tessian does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Tessian disclaims any responsibility for any harm resulting from your use of non-Tessian websites and webpages.

Copyright Infringement

As Tessian asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by tessian.com violates your copyright, you are encouraged to notify Tessian. Tessian will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Tessian will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Tessian or others. In the case of such termination, Tessian will have no obligation to provide a refund of any amounts previously paid to Tessian.

Intellectual Property

This Agreement does not transfer from Tessian to you any Tessian or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Tessian. Tessian, tessian.com, the tessian.com logo, and all other trademarks, service marks, graphics and logos used in connection with tessian.com, or the Website are trademarks or registered trademarks of Tessian or Tessian's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the

Website grants you no right or license to reproduce or otherwise use any Tessian or third-party trademarks.

Changes

Tessian reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. Tessian may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

Termination

Tessian may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your tessian.com account (if you have one), you may simply discontinue using the Website. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Disclaimer of Warranties

The Website is provided "as is". Tessian and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Tessian nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

Limitation of Liability

In no event will Tessian, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Tessian under this agreement during the twelve (12) month period prior to the cause of action. Tessian shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with the Tessian Privacy Policy, with this Agreement and with all applicable laws and regulations (including

without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

You agree to indemnify and hold harmless Tessian, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

Miscellaneous

This Agreement constitutes the entire agreement between Tessian and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Tessian, or by the posting by Tessian of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the United Kingdom, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in United Kingdom. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in United Kingdom, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Tessian may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.