

TRAINING ACCOUNT REGISTRATION

This Training Account Registration regards your registration to use a temporary training account for use in training classes taught by Cray Inc. or an affiliate. By registering, you agree to comply with the following usage policy regarding the training account. You must accurately identify yourself and all requested information in the block immediately below your signature for this registration to be accepted.

- 1) You are hereby registering to be granted access to portions of the Cray Inc. ("Cray") internal computer networking system training network (the "Cray Network"). You agree to access and use the Cray Network, and any information, systems or software made accessible to you by way of the Cray Network, solely for the purpose of obtaining training on the use of Cray systems on behalf of your employer as stated below your signature on this document.
- 2) You acknowledge that to the extent you or your employer are subject to the terms of any obligations of confidentiality to Cray or any other user of the Cray Network, including but not limited to any Non-Disclosure Agreement between you or your employer and Cray or any other agreement between you or your employer and Cray that contains obligations of confidentiality, that your access to and use of the Cray Network is subject to the terms of all such agreements (collectively the "NDAs"). You agree that in the event of any irresolvable conflict between this agreement and the NDAs that the terms of the NDAs shall prevail to resolve such conflict.
- 3) You acknowledge that your right to access the Cray Network gives you no license or ownership of any of the intellectual property you may be given access to by way of the Cray Network, and that any right you may have to use, possess, copy, or otherwise exploit any such intellectual property must be directly granted to you or your employer by separate agreement with the owner of the rights in such materials.
- 4) You agree that Cray retains the right, but not the obligation, to restrict or terminate your access to the Cray Network at any time without prior notice to you. You agree that Cray will have no liability to you for any restriction or termination of your access to the Cray Network.

- 5) You may not have any expectation of privacy with respect to your use of the Cray Network. Your activities and any files or messages on or using any of the Cray Network may be monitored at any time without notice, and Cray may monitor, listen to, read, copy and retain any messages, communications, data or records created by, received by, stored on or otherwise using the Cray Network.
- 6) You agree that your use of the Cray Network, all Cray systems and information you can access by way of the Cray Network, is solely at your own risk, and that the Cray Network, all Cray systems and information you can access by way of the Cray Network is provided on an "as is" basis.
- 7) YOU AGREE THAT EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE EXPRESSLY PROHIBITED BY LAW, CRAY DISCLAIMS ANY AND ALL LOSS, DAMAGE OR LIABILITY ARISING OUT OF OR RELATING TO YOUR USE OF THE CRAY NETWORK.
- 8) You agree that Cray has the right, but not the obligation, to delete all program, data, or other files on its computer servers that are associated with your account at the time of termination.
- 9) You agree that, if any portion of these terms of use is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining portions will remain in full force and effect.
- 10) This registration agreement is governed by the laws of the State of Washington, USA, excluding its conflicts of law rules.

By your signing below, you acknowledge you are agreeing to comply with the above terms.

TRAINEE
(x)
[print name]
Title:
Employer:
Date:
Email:
Phone: