



End User License Agreement (EULA)

February 2020

Note: This EULA is the standard ThinScale Technology EULA and is applicable to all ThinScale products. Before running the software, you will be requested to accept this EULA in digital format.

THINSCALE TECHNOLOGY LIMITED

SOFTWARE LICENSE AGREEMENT FOR THINSCALE PRODUCTS

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- 5.1 You agree that ThinScale may collect and use technical and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the ThinScale Software. ThinScale may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

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- 12.1 Both parties agree to keep confidential all information concerning the other party's business or its ideas, products, trade secrets, processes, customers or services that could be considered confidential or propriety information.
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13. Force Majeure

- 13.1 The obligations of each party under this License shall be suspended during the period and to the extent that that party is prevented or hindered from complying with them by any cause beyond its reasonable control including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this License.
- 13.2 In the event of either party being so hindered or prevented, the party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause, and the omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party. In the event that the cause continues for more than 6 months either party may terminate this License on 30 days' notice.

14. Freedom to Contract

- 14.1 The parties declare that they each have the right, power and authority and have taken all action necessary steps to execute and deliver and to exercise their rights and perform their obligations under this License.

15. Waiver

- 15.1 The failure of a party to exercise or enforce any right under this License shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

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- 16.1 ThinScale may, at any time, assign (absolutely or by way of security and in whole or in part), transfer, mortgage, charge or deal in any other manner with the benefit of any or all of your obligations or any benefits arising to you under or out of this Licence.

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- 17.1 This License shall be governed by and construed in accordance with the laws of Ireland.
- 17.2 The Irish Courts shall have exclusive jurisdiction to deal with any dispute arising out of, under or in connection with this Licence.