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End User License Agreement ("EULA")

PLEASE READ CAREFULLY BEFORE CONTINUING WITH THE INSTALLATION OF THIS SOFTWARE

This EULA is a legal agreement between the Garrison entity as set out in the Garrison Sales Order listed below ("**Garrison**") and you ("**End User**", "**You**" or "**Your**"), as the individual or legal entity licensing Software under this EULA. "**Software**" takes the meaning as set out in Garrison Terms and Conditions for the Sale of Products and the provision of Services available at www.garrison.com/legal, including any Upgrades and any associated manuals, guides, or other documentation. "**Upgrades**" means all updates, upgrades, bug fixes, error corrections, enhancements, and other modifications to the Software.

YOU EXPRESSLY AND EXPLICITLY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS EULA WHICH WILL BIND YOU. YOUR ATTENTION IS DRAWN TO THE SECTION HEADED LIMITATION OF LIABILITY WHICH INCLUDES SPECIFIC LIMITATIONS ON THE LIABILITY OF GARRISON TOWARDS YOU.

IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS SET FORTH HEREIN, THEN YOU DO NOT HAVE GARRISON'S PERMISSION TO DOWNLOAD OR USE THE APPLICATION.

1. License Grant and Restrictions

- 1.1. Software License Grant. Subject to the terms and conditions of this EULA, Garrison grants to End User a perpetual, non-exclusive, personal, revocable license to use the object code versions of the Software. The Software is solely for End User's internal business purposes. All other rights in the Software are expressly reserved by Garrison.
- 1.2. Second-Hand Equipment. Unless contrary to applicable law, You are not licensed to Use the Software on second-hand or refurbished Garrison equipment not authorised by Garrison, or on Garrison equipment not purchased through an approved supplier. In the event that Garrison requires You to register as an End User, Your license is valid only if the registration is complete and accurate.
- 1.3. License Restrictions. End User shall maintain the Software in strict confidence and shall not:
 - (a) sell, resell, distribute, transfer, publish, disclose, rent, lend, lease, or sublicense the Software, or make the functionality of the Software available to any other party (excluding contractors or other third parties providing IT services to the End User) through any means (unless otherwise permitted in writing by Garrison), including, without limitation, by uploading the Software to a network or file-sharing service or by You providing yourself, or uploading the Software to, any hosting, application services provider, service bureau, or other type of services;
 - (b) modify, translate, or create derivative works based on the Software, in whole or in part, or permit or authorise a third party to do so, except to the extent that Garrison is legally required to permit such specific activity pursuant to any applicable open source license;
 - (c) disassemble, decompile, reverse compile, reverse engineer, or otherwise attempt to derive the source code of the Software, in whole or in part, or permit to authorise a third party to do so, except to the extent such activities are expressly permitted by applicable law in the jurisdiction of use notwithstanding this prohibition and except to the extent that Garrison is legally required to permit such specific activity pursuant to any applicable open source license;
 - (d) disclose, publish, or otherwise make publicly available any benchmark, performance, or comparison tests that End User runs (or has run on its behalf by a third party) on the Products; nor
 - (e) duplicate the Software except for making a reasonable number of backup copies, where backup is limited to archiving for restoration purposes and provided that End User reproduces on or in such copies the copyright, trademark and other proprietary notices or markings that appear on the original copy of the Software (if any) as delivered to End User. In no event may You use the backup copy to circumvent any limitations set out in this EULA.
 - (f) Circumvent licence controls by improperly using licences acquired by third parties.
- 1.4. Affiliates. If End User licenses the Software for use by any End User Affiliate (defined below), End User shall:
 - (a) provide such End User Affiliate with a copy of this EULA, the AUP and the Privacy Policy;
 - (b) ensure that such End User Affiliate complies with the terms and conditions therein; and
 - (c) be responsible for any breach of these terms and conditions by any such End User Affiliate. For purposes of this EULA, "**Affiliate**" means any entity that Controls, is Controlled by, or is under common Control with End User, where "**Control**" means ownership, directly or indirectly, of 50% or more of the voting interest of End User.

End User License Agreement ("EULA")

2. Ownership

- 2.1. No Transfer of Ownership. The Software is licensed, not sold. Garrison and its suppliers, agents, or distributors, as applicable, retain all right, title, interest, and ownership of the Software including copyrights, patents, trade secret rights, trademarks, and any other intellectual property rights therein.
- 2.2. No Right to Alter. End User shall not delete or in any manner alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Software or related documentation as delivered to End User.
- 2.3. Feedback. To the extent You provide any suggestions or comments related to the Products to Garrison or its authorised third-party agent, Garrison shall have the right to retain and use any such suggestions or comments in current or future products or services, without your approval or further compensation to you.

3. Upgrades

- 3.1. Notwithstanding any other provision of this EULA, You are not permitted to use Upgrades unless You, at the time of acquiring such Upgrade:
 - (a) already hold a valid license to the original version of the Software, are in compliance with such license, and have paid the applicable fee for the Upgrade;
 - (b) limit Your use of Upgrades or copies to use on devices You own or lease; and
 - (c) unless otherwise provided in the Software documentation, make, and use additional copies solely for backup purposes, where backup is limited to archiving for restoration purposes.

4. Use of the Software, Content and Privacy

- 4.1. AUP. The Software, in conjunction with Garrison's hardware or services provides secure browser access to the Internet. You will use the Software in accordance with Garrison's acceptable use policy available at www.garrison.com/legal/AUP.
- 4.2. No Liability for Content. Garrison shall have no liability for any Content accessed, used, or transmitted by You, utilising the Software. "Content" means software (including machine images), data, text, audio, video, or images.
- 4.3. Privacy. If and to the extent that Garrison processes Your Personal Data, we will only do so in accordance with the Garrison Privacy Policy which is available at www.garrison.com/privacy-policy, and you hereby consent to such usage.
- 4.4. Third Party Costs. You are responsible for all costs and expenses charged by third parties to install and utilise the Software (e.g. internet access costs).

5. Term, Termination and Survival

- 5.1. Term and Termination. This EULA is effective until terminated. End User's rights under this EULA will terminate immediately without notice from Garrison if End User fails to comply with or breaches any provision of this EULA. End User may terminate this EULA upon written notice to Garrison.
- 5.2. Consequences of Termination. Upon termination, End User shall destroy all copies of Software.
- 5.3. Survival. The Sections regarding License Restrictions, Ownership, Term and Termination, Limitations of Liability, and the General section shall survive termination of this EULA.

6. Compliance with Laws; Export Control

- 6.1. End User will comply with all applicable laws and regulations regarding its use of the Software. End User further agrees that it will not engage in any illegal activity in any relevant jurisdiction and acknowledges that Garrison reserves the right to notify its End Users or appropriate law enforcement authorities in the event of such illegal activity. End User agrees to comply fully with all applicable export laws, restrictions, and regulations to ensure that the Software and any technical data related thereto is not exported or re-exported directly or indirectly in violation of or used for any purposes prohibited by such laws and regulations. Specifically, regarding export control:
 - a. Termination if Contract affected by Sanctions. Garrison shall be entitled to terminate this EULA with immediate effect if Restrictive Sanctions measures adopted by the United Nations or implemented by the United Kingdom, European Union, a European Union Member State ("**Member State**"), or the United States, directly or indirectly, affects the ability of the Parties to perform their duties; "**Restrictive Sanctions**" means Restrictive Sanctions measures adopted by the United Nations or implemented by the United Kingdom, European Union, a Member State, or the United States;

End User License Agreement ("EULA")

- b. Warranty for Economic Sanctions and for End-Use Controls. The End User warrants and represents to Garrison that (i) the performance of their duties will not result in any funds, economic resources, or wider benefits being made available, directly or indirectly, to any individual, entity, or body designated under Restrictive Sanctions and (ii) it will not sell, export, transfer, re-export, or re-transfer of any Software which may be intended for a Relevant End-use unless prior authorisation by a competent authority has been granted. A "Relevant End-use" includes: military use; or use in connection with chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance, or storage of missiles capable of delivering such weapons; or use in connection with Iran's enrichment-related, reprocessing, or heavy water-related activities;
- c. Cooperation with Compliance. Where Garrison is required by a competent authority to provide records and/or information, End User upon request by Garrison, shall promptly provide Garrison with all information, pertaining to the particular End Users, the particular destinations, and the particular end use of the Software;
- d. Indemnity for actions by End User. End User shall indemnify and hold harmless Garrison from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance of End User with (i) Section 6.1b above or (ii) with Restrictive Sanctions and shall compensate Garrison for all losses and expenses resulting thereof.

7. No Warranty, Disclaimer

- 7.1. Except as otherwise prohibited by applicable law, the Software is provided "as-is". Garrison and its suppliers, agents or distributors make no warranties and expressly disclaim all warranties, express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, and any warranties arising out of course of dealing or usage of trade. Garrison does not warrant that (i) the Software will meet End User's requirements (ii) use thereof shall be uninterrupted or error-free, or (iii) the Software will protect against all possible threats whether known or unknown.

8. Limitation of Liability

- 8.1. Excluded Losses. In no event shall Garrison or its suppliers, agents or distributors be liable for: (a) loss of revenue; (b) loss of actual or anticipated profits; (c) downtime costs; (d) loss of contracts; (e) loss of the use of money; (f) loss of anticipated savings; (g) loss of business; (h) loss of opportunity; (i) loss of goodwill; (j) loss of reputation; (k) loss of damage to or corruption of data; or (l) any indirect or consequential loss and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of doubt, Section 8.1 (a) – 8.1 (l) apply whether such losses are direct, indirect, consequential, or otherwise and regardless of the theory of liability or whether or not Garrison was advised of the possibility of such damage or loss.
- 8.2. Total Liability. In no event shall Garrison's total liability arising out of or relating to this EULA, from all claims or causes of action and under all theories of liability, exceed the total payments actually made to Garrison by You for the Products during the twelve (12) month period prior to any such claim or cause of action.
- 8.3. Exclusions. Nothing in this EULA shall limit or exclude liability for: (a) death or personal injury caused by the negligence; or (b) fraud or fraudulent misrepresentation; or (c) any other matter which cannot, as a matter of law, be excluded or limited.
- 8.4. Independent Allocations of Risk. End User agrees that the foregoing limitations of liability constitute a material inducement for Garrison to enter into this EULA and that the purchase price and fees charged to End User would be substantially higher without such limitations.

9. Intellectual Property Claims

- 9.1. Claims Procedure. Garrison will defend, at its expense, any third-party action or suit brought against End User alleging that any Garrison Product provided to End User hereunder infringes or misappropriates the third party's patent, copyright, trademark, or trade secret (an "IPR Claim"), and Garrison will pay any costs and damages awarded in final judgment against End User or agreed to in settlement by Garrison that are attributable to that IPR Claim; provided that End User: (i) promptly notifies Garrison in writing of the Claim; (ii) gives Garrison sole control of the defence and settlement of the Claim; and (iii) gives Garrison such assistance in connection with the defence and settlement of the Claim as Garrison may reasonably request. End User will not defend or settle any Claim without Garrison's prior written consent. End User will have the right to participate in the defence of the Claim at its own expense and with the counsel of its own choosing, but Garrison will have sole control over the defence and settlement of the Claim.
- 9.2. Remedy. In the event of an IPR Claim, Garrison shall at its sole option and expense, either (i) secure the right to continued use of the Documents, Products and/or Services which are the subject of the IPR Claim; or (ii) replace or modify such Documents, Products and/or Services with non-breaching ones that are functionally equivalent; or (iii) if options (i) and (ii) cannot be accomplished despite Garrison's reasonable efforts, then Garrison may require that the Reseller returns them to Garrison, in which case, the sole remedy available to the Reseller is to recover the remaining net book value of any Products (as depreciated on a straight-line five (5) year basis, commencing on the date of receipt by Reseller of such Product) and the pro-rated value of the pre-paid Services from Garrison.
- 9.3. Exceptions. Garrison's obligations under this section shall not apply to the extent any Claim results from or is based on: (a) modifications to the Product made by a party other than Garrison or its designee; (b) the combination, operation, or use of the Product with hardware or software not supplied by Garrison, if a Claim would not have occurred but for such combination, operation or use; (c) failure to use the most recent version or release of the Product; (d) Garrison's compliance with End User's explicit or written designs, specifications or instructions; or (e) use of the Product that is not in accordance with Garrison's published specifications. The foregoing terms state Garrison's sole and exclusive liability and End User's sole and exclusive remedy for any IPR Claims.

End User License Agreement ("EULA")

10. General

- 10.1. Open Source Software. The Products may contain or be provided with components subject to the terms and conditions of open source software licenses ("**Open Source Software**"). A list of Open Source Software is provided in the programme install directory.
- 10.2. US Government End Users. The Software and Documentation are "commercial items," as defined at Federal Acquisition Regulation ("**FAR**") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("**DFAR**") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this EULA may be incorporated, Government end users will acquire the Software and Documentation with only those rights set forth in this EULA. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.
- 10.3. Force Majeure. This EULA and your obligations hereunder will not be affected or impaired because Garrison is unable to fulfil any of its obligations hereunder or is delayed in doing so if such inability or delay is caused by reason of a Force Majeure Event. "**Force Majeure Event**" is any cause beyond Garrison's reasonable control including, without limitation, acts of God or public enemy, civil war, insurrection or riot, fire, flood, explosion, earthquake, labour dispute causing cessation slowdown or interruption of work, national emergency, act or omission of any governing authority or agency thereof, or inability after reasonable endeavours to procure equipment, data, or materials from suppliers.
- 10.4. Cumulative Remedies. Except as expressly set forth in this EULA, the exercise by either party of any of its remedies will be without prejudice to any other remedies under this EULA or otherwise.
- 10.5. Assignment. This EULA is personal to You and may not be assigned. Garrison has the right to assign or transfer this EULA or any interest herein (including rights and duties of performance) to any entity, at any time, and without any notice.
- 10.6. Waiver and Severability. The failure to require performance of any provision will not affect Garrison's right to require performance at any other time after that, nor will a waiver by Garrison of any breach or default of this EULA, or any provision of this EULA, be a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision of this EULA is found to be illegal, unenforceable, or invalid, the provision shall, to the extent required, be severed from this EULA and the remaining portions of this EULA will remain in full force and effect.
- 10.7. Notices. All notices shall be in writing and delivered by overnight delivery service or by certified mail sent to the address published on the respective parties' websites or the address specified on the relevant order document (attention: Legal Department) or by email which in the case of Garrison shall be to legal@garrison.com, and in each instance will be deemed given upon receipt.
- 10.8. Third Parties. This EULA is made for the benefit of the parties and is not intended to benefit any third party or to be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation, or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 10.9. Entire Agreement. This EULA constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, and communications between the parties with respect to the subject matter hereof. Any terms or conditions contained in End User's purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this EULA are hereby rejected by Garrison and will be deemed null and void.
- 10.10. Amendments. Garrison may update, amend, modify, or supplement the terms and conditions of this EULA from time to time by giving You 30 (thirty) days' notice (by email, by software update or publication on Garrison's portal). Such changes will take effect unless you notify Garrison of termination of this EULA (in which case Section 5.1 shall apply). The standard terms of any purchase order, receipt or confirmation of acceptance or similar document submitted by You to Garrison will have no effect.
- 10.11. Parties and Governing Law. The Garrison Party to the EULA depends upon the jurisdiction in which You are established/resident:

Singapore

Sublicensed by Garrison Technology Pte. Limited, a company registered in Singapore under company number 201924001H whose registered office is at 30 Cecil Street, #19-08 Prudential Tower, Singapore, 049712.

North America

Sublicensed by Garrison Technology Inc., a Delaware corporation.

Rest of World

Licensed by Garrison Technology Limited, a company registered in England under company number 09286531 whose registered office is at 117 Waterloo Road, London, SE1 8UL, United Kingdom

This EULA will be interpreted, construed, and enforced in all respects in accordance with the laws of England. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are excluded. Each party hereby irrevocably consents to the non-exclusive jurisdiction of the courts in England in connection with any action arising out of or in connection with this EULA.