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## End User License Agreement (EULA)

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February 2020

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**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.

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## THINSCALE TECHNOLOGY LIMITED

## SOFTWARE LICENSE AGREEMENT FOR THINSCALE PRODUCTS

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- 4.5 **Non-Governmental Associations (NGOs) or Registered Charities:** If you acquired the ThinScale Software at an NGO or Registered Charity discount, you must be a staff member of a recognised NGO or registered charity.

### 5. Consent to Use of Data

- 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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6.1 This License is effective until terminated. Your rights under this License will terminate automatically without notice from ThinScale if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the ThinScale Software and destroy any ThinScale Licence Keys in your power, procurement or possession and all copies, full or partial, of the ThinScale Software.

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7.1 You hereby agree to indemnify ThinScale against any loss, damage, costs, expenses, claim or liability whatsoever and howsoever incurred which ThinScale may incur as a consequence of any breach by you of the obligations, provisions or undertakings contained in this License.

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**10. Severability**

10.1 If for any reason any provision, or portion thereof, is deemed to be unenforceable by the Courts, the remainder of this License shall continue in full force and effect.

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11.1 This License constitutes the entire agreement between the parties with respect to the use of the ThinScale Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by ThinScale.

11.2 Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern and be applicable.

**12. Confidentiality**

- 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.
- 12.2 Confidential information is any information belonging to or in the possession or control of a party that is of a confidential, proprietary or trade secret nature, including, without limitation, any information relating to or concerning the price or pricing structure of the ThinScale Software, which is furnished or disclosed to the other party. Confidential information will remain the property of the other party and the receiving party will not acquire any rights to that confidential information.

**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.

**16. Assignment**

- 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.

**17. Governing Law and Jurisdiction**

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.