

Enterprise Recon Product License Agreement

Any and all use of Ground Labs Enterprise Recon shall be governed by the End User License Agreement (hereinafter referred to as the "EULA") herein.

End User License Agreement

You ("Licensee") should carefully read the following terms and conditions before using, installing, copying, distributing, or transmitting this software. Unless otherwise agreed in writing signed by an authorized representative of Ground Labs (hereinafter referred to as the "Licensor"), your use, installation, copying, distribution or transmission of the Licensed Product indicates your acceptance of this EULA, thereby creating a "License". You understand and agree that the terms and conditions of this License are the only terms and conditions applicable to your use of the Licensed Product during the Subscription Term. If you wish to subscribe to a License for multiple years, please contact the Licensor for a separate written agreement known as a Subscription License Agreement ("SLA").

As a condition of downloading and using the Software, you also agree to the terms of the Licensor's Privacy Policy at [Privacy Policy | URL Link](#) which may be updated from time to time and without notice. Licensor and Licensee may be referred to herein individually as a "Party", and together as the "Parties".

1. Definitions

- 1.1. "Licensor" or "Ground Labs" means the applicable Ground Labs entity who has entered into this EULA with the Licensee.
- 1.2. "Licensee" means the business or government entity end user that has acquired a License to the Licensed Product.
- 1.3. "Documentation" means any printed and online or electronic documentation for the Software and any associated media that the Licensor makes available for the Licensed Product.
- 1.4. "Licensed Product" means the Software identified and licensed in the applicable Order.
- 1.5. "Order" means, collectively, (i) the Purchase Order ("PO"), issued by the Licensee, and/or (ii) the Quotation, issued by the Licensor, and countersigned by the Licensee and returned to the Licensor no later than thirty (30) days from the date of quotation.

2. Term

- 2.1. This EULA shall commence on the start date specified in the applicable Order and, subject to the provisions of this Clause, shall continue for the Term stated on the applicable Order unless terminated earlier in accordance with the provisions of Clause 13.
- 2.2. If the License created by this EULA is revoked or terminated, the Licensee shall destroy all copies of the Licensed Product and Documentation within its control and power of procurement wheresoever and howsoever held including on all devices including, without limitation, computers, servers, and archival devices. If requested by the Licensor, the Licensee will confirm in writing when such copies have been destroyed and completed.

3. Grant of the License

- 3.1. In consideration of the Licensee's promise to comply with the duties and obligations set out in this EULA, the Licensors grants the Licensee a non-exclusive and non-transferrable license to use the Licensed Product and Documentation.
 - 3.2. The Parties agree that the License granted under Clause 3.1 above shall permit the use of the Licensed Product within the specifications and limits prescribed in the applicable Order.
 - 3.3. Upon receipt of the applicable Order and payment of the applicable fees (or such other arrangement approved by the Licensors), the Licensors shall provide the Licensee with the licence keys, credentials or other activation mechanisms required to enable the Licensee to access and use the Licensed Product in accordance with the applicable Order and this EULA.
4. Scope of the License
- 4.1. Once downloaded, the Licensee may install and access the Licensed Product, including any modification or permitted upgrade supplied by the Licensors. Once installed, the Licensee shall not use the Licensed Product to scan more than the maximum scannable data storage and/or the maximum count of scannable Target Platforms as defined in the applicable Order. The Licensee may only install the Licensed Product on supported platforms listed on the Licensors product documentation website located at [Documents | URL Link](#).
 - 4.2. Without prejudice to Clause 4.1 above, the Licensee may un-assign and re-assign licenses for the Licensed Product when a host machine is decommissioned and taken offline on a permanent basis.
 - 4.3. The Licensee may make copies of the computer software part of the Licensed Product for offline back-up or archival purposes, but the copies shall be used for no other purpose.
 - 4.4. The following acts shall be considered a breach of condition and, without prejudice to Clause 13.2 below, shall entitle the Licensors summarily to terminate all of the Licensee's rights to use the Licensed Product, namely where the Licensee:
 - 4.4.1. Uses the Licensed Product to provide a managed service to one or more third parties; or
 - 4.4.2. Uses the functionality of un-assigning and re-assigning Licenses as a method of reducing its license requirements or attempting to circumvent licensing controls or manipulating the Licensed Product to exceed the applicable limits as outlined in the applicable Order; or
 - 4.4.3. Attempts to create more than the number of Master Servers licensed without authorization from the Licensors; or
 - 4.4.4. Sells the Licensed Product or any part of it to one or more third parties.
 - 4.5. Upon exceeding any data or other limits associated with the terms of the product license, the Licensed Product may operate in a reduced-functionality state until additional capacity is licensed.
 - 4.6. If the Licensee exceeds any licensed usage limits, the Licensee shall promptly notify the Licensors and pay the applicable fees for such excess usage, calculated on a pro-rata basis for the remainder of the then-current subscription term.

5. The Licensee's Duties

- 5.1. The Licensee shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this EULA:
- 5.1.1. Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Licensed Product and/or Documentation (as applicable) in any form or media or by any means;
 - 5.1.2. Attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Licensed Product;
 - 5.1.3. Attempt to remove, alter or interfere with any of the trademarks, logos, proprietary notices or other protected content including any modification of code contained in the Licensed Product and/or the Documentation.
- 5.2. The Licensor may identify the Licensee as a customer to external parties for business or marketing purposes, without disclosing any confidential information.

6. The Price and Payment

- 6.1. The Parties agree that the fee for each year of the License shall be as stipulated in the Subscription Fee table in the applicable Order, and payment is to be made in full within 30 days from receipt of the Licensed Product and invoice from the Licensor.
- 6.2. If Licensee fails to pay any amounts when due, in addition to any other remedies that Licensor may have, the Licensor, at its discretion, reserves the right to charge interest on the outstanding amounts at the lower of 8% per annum, calculated daily or at the highest rate permitted under applicable local law. The Licensee shall be obligated to reimburse the Licensor for all costs incurred by Licensor in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs and collection agency fees. The Licensor may suspend any technical support and software updates of the Licensed Product to Licensee until payment has been made in full.
- 6.3. If the scanning capacity and/or Master Server of the Licensed Product is to be increased, the Licensee shall issue a new Purchase Order to the Licensor as per the Additional Product fee(s) in the applicable Order.

7. Right To Technical Support

- 7.1. During the license term, the Licensee shall be entitled to receive software updates, upgrades and technical support in accordance with the support terms published by the Licensor from time to time. Technical support is limited to (a) reactive assistance to diagnose and correct, or provide a reasonable workaround for, any reproducible failure of the Software to perform materially in accordance with its Documentation; and (b) assistance with license activation, and with user account and role management within the Software. Technical support does not include configuration, deployment, scan design or other administration of the Software, or

issues arising from unsupported configurations, Licensee modifications or third-party products. It also excludes new features, custom development, implementation services and operation of the Software on the Licensee's behalf.

8. Refund Policy

- 8.1. Except where required by applicable law or expressly agreed otherwise in writing, all fees paid under this EULA are non-refundable.
- 8.2. If the Licensee has a dispute, complaint or concern regarding the Licensed Product, the Licensee may notify the Licensor in writing. The Licensor will use reasonable endeavors to investigate and remedy any reproducible software fault identified.

9. Intellectual Property

- 9.1. The Licensee acknowledges that title to all the Intellectual Property Rights relating to the Licensed Product are owned by the Licensor, subject only to the rights of any third-party software, modules, libraries, or the like, that may be incorporated, utilized, or referenced by the Licensed Product. At no time will the Licensee seek to claim any right or interest in any of these Intellectual Property Rights.

10. Confidentiality And Privacy

- 10.1. Each party shall, during the term of this EULA and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of the provisions of, and matters contemplated by, this EULA) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value including pricing information) which may become known to such party from the other party and which relates to the other party or any of its affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this license, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavors to prevent the unauthorized disclosure of any such information.
- 10.2. No party shall make, or permit any person to make, any public announcement concerning this EULA without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 10.3. The Licensed Product is designed to be installed and operated within the Licensee's own environment. Accordingly, the Licensor does not require or have access to the Licensee's data, including any personal or sensitive information processed by the Licensed Product.
- 10.4. Where the Licensee requests technical support or services that require the Licensor to access or receive personal or sensitive information, the Licensor shall use such information solely for the purpose of providing the requested support or services and shall handle such information in accordance with the applicable data protection laws.

- 10.5. Upon completion of the relevant support or services, the Licensor shall not retain any personal or sensitive information received from the Licensee for longer than is reasonably required to fulfil the purpose for which it was provided, unless agreed in writing between the Parties.
- 10.6. The software component of the Licensed Product processes Sensitive Information and the Licensee, as the operator, is solely responsible for compliance with all relevant privacy and data protection laws in the relevant jurisdiction(s).

11. Warranties

- 11.1. Licensor warrants that (a) no virus has been knowingly introduced or permitted to be introduced in any part of the Licensed Product; (b) it has taken precautions in accordance with the accepted industry practice to ensure that no virus is contained in any part of the Licensed Product; and (c) the Licensee shall be promptly notified should the Licensor detect or be made aware that a virus is contained in any part of the Licensed Product, in which case the Licensor shall provide all information reasonably requested by the Licensee in relation to such virus.
- 11.2. Except as expressly stated in this EULA, the Licensed Product is provided “as is” and the Licensor makes no other warranties, representations or guarantees, whether express, implied or statutory, or to the fullest extent permitted by law. The Licensor does not warrant that the Licensed Product will meet the Licensee’s specific requirements, operate without interruption, be error-free, or be compatible with all systems or environments. Nothing in this EULA excludes any rights that cannot be excluded under applicable law.

12. Limitation Of Liability

- 12.1. Subject to Clause 12.2, the Licensor shall not be liable for any loss of profits, loss of revenue, loss of goodwill, loss of anticipated savings, loss or corruption of data, business interruption or any indirect or consequential loss arising out of or in connection with the Licensed Product. The Licensor’s total aggregate liability under this EULA shall not exceed the fees paid by the Licensee under the applicable Order.
- 12.2. Nothing in this EULA excludes or limits the liability of either Party in respect of:
 - 12.2.1. Death or personal injury caused by its negligence (including negligence of its employees, agents or contractors);
 - 12.2.2. Fraud and/or fraudulent misrepresentation; or
 - 12.2.3. Liability which may not otherwise be limited or excluded under applicable law.

13. Termination

- 13.1. If either Party feels there is a material breach of this EULA, it shall give written notice of the relevant facts to the other Party and request that appropriate action is taken to remedy the breach. If the breach shall not be remedied within thirty days of the written notice being received, the Party may terminate this EULA immediately by giving written notice in writing.
- 13.2. This EULA shall terminate automatically if either Party shall become insolvent or enter into any agreement with its creditors.

14. The Licensee shall indemnify the Licensor, its affiliates, officers, employees and agents against any third-party claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising from the Licensee's breach of this EULA, misuse of the Licensed Product or violation of applicable laws. The Licensor shall indemnify the Licensee against any third-party claim resulting in a judgement against the Licensee that the Licensed Product infringes such third party's intellectual property rights, subject to the Licensee promptly notifying the Licensor of the claim and providing reasonable assistance in the defense of such claim.

15. Assignment Or Transfer

15.1. This EULA shall be binding upon and inure to the benefit of the Licensor and the Licensee provided, however, that the Licensee may not assign or transfer its rights or obligations under the EULA without the prior written consent of the Licensor, such consent not to be unreasonably withheld.

15.2. Each party acknowledges that the other party may assign its rights and obligations under this EULA solely to an affiliate without the consent of the other party; provided that such party agrees in writing to abide by the terms of any such assignment or transfer.

15.3. The Licensee acknowledges that the Licensor may assign this EULA to a third party without the prior written consent of the Licensee in connection with a merger, acquisition or sale of all or substantially all of its assets; provided that such party agrees in writing to abide by the terms of any such assignment or transfer.

16. Severability And Survival

16.1. If any provision or term of this EULA is found by any arbitrator or court of competent jurisdiction to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such provision or term or part shall, to that extent, be deemed not to form part of this EULA so that the remainder of this EULA shall otherwise remain in full force and enforceable. Further, all the terms that should properly survive the termination of this EULA shall remain enforceable.

17. Whole Agreement

17.1. This EULA contains the entire understanding between the Parties in connection with the subject matter and it supersedes or replaces any and all prior negotiations, agreements, and/or representations, whether oral or written, between the Parties. The Parties may agree to modify or vary any term of this EULA, such modification or variation to be in writing and signed by both Parties.

18. Notice

18.1. Any notice under this EULA shall be in writing and sent by email to the contact details specified in the applicable Order (or such other contact details as either Party may notify to the other from time to time). A notice sent by email shall be deemed received on the date of transmission, provided no delivery failure notification is received by the sender.

19. Governing Law and Venue

19.1. This EULA and any dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws, and subject to the exclusive jurisdiction of the courts, of:

19.1.1. Singapore, where the Licensor is Ground Labs Pte Ltd;

19.1.2. England and Wales, where the Licensor is Ground Labs Limited; or

19.1.3. the State of Texas, United States of America, where the Licensor is Ground Labs Inc.