

SWiFT Gateway END USER LICENSE AGREEMENT
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1.1 License. Subject to Your compliance with the terms of this EULA, and provided You make payment of the charges and fees listed on the AWS Marketplace page for SWiFT Gateway or other acceptable forms of payment approved by Thorn, Thorn hereby grants to You a non-exclusive, non-sublicensable, terminable, restricted and non-transferable right to access and use the SWiFT Gateway solely for Your internal business purposes in accordance with this EULA.

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6. CONSTRUCTION.

Thorn is willing to license SWiFT Gateway to You only in consideration of and in reliance upon the provisions of this EULA limiting the exposure of Thorn to liability. Such provisions constitute an essential part of the bargain underlying this EULA and have been reflected in the License Fee and in other consideration specified in this EULA. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against Thorn or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any portion of SWiFT Gateway You have used. YOU HEREBY AGREE TO BE RESPONSIBLE AND INDEMNIFY THORN ITS AGENTS, OFFICERS, REPRESENTATIVES SUCCESSORS AND ASSIGNS OF FOR ANY CLAIMS OR DAMAGES INCURRED AS A RESULT OF ANY BREACH OF THIS EULA BY YOU, YOUR OFFICERS, AGENTS, MEMBERS, PRINCIPALS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS OR ANY OTHER PARTY ACCESSING SWiFT Gateway THROUGH OR UNDER YOUR ACCESS CREDENTIALS.

7. U.S. GOVERNMENT RIGHTS.

If you are acquiring the SWiFT Gateway on behalf of any part of the United States Government, the SWiFT Gateway is provided with RESTRICTED RIGHTS. Use,

duplication or disclosure by the Government is subject to restrictions as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer SWiFT Gateway Restricted Rights clause at 48 CFR 52.227-19.

8. COMPLIANCE.

You agree to use all reasonable efforts to ensure that persons employed by you or under your direction and control abide by the terms and conditions of this EULA.

9. GENERAL.

This EULA is governed by the laws of the State of Maryland. This EULA is the entire agreement between Thorn and you and supersedes any other communications or advertising with respect to SWiFT Gateway or support, including without limitation any terms and conditions on any purchase order, all of which are expressly rejected. If any provision of this EULA is held unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remainder of this EULA shall continue in full force and effect. The headings used in this EULA are for convenience only, and shall not be given any legal import. Any item or service furnished by Thorn or its or their respective affiliates, agents, licensees and licensors in furtherance of this EULA, although not specifically identified in it, shall nevertheless be covered by this EULA unless specifically covered by some other written or electronic agreement accepted by you and an authorized representative of Thorn. You agree to comply with all U.S., foreign and local laws and regulations which apply to your use of SWiFT Gateway including without limitation, export control laws and regulations. Thorn has the right to assign, either directly or as a result of a change of control or by operation of law or otherwise, its rights and obligations under this EULA.

All correspondence regarding this EULA shall be directed to Thorn by e-mail to the following address: support@thorntech.com.