

SFTP GATEWAY END USER LICENSE AGREEMENT  
Version Date - 10/21/2022

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This SFTP Gateway End User License Agreement ("EULA") is a binding legal agreement between Thorn and the business entity that registers to access and use Thorn's SFTP Gateway offering (as more specifically identified on the applicable cloud marketplace, "SFTP Gateway") (for itself and each of its officers, agents, members, principals, representatives, successors and assigns, collectively hereinafter called either "You", or "Your", as appropriate). Thorn shall provide maintenance and support services for SFTP Gateway pursuant to its Maintenance and Support terms, which terms Thorn may revise from time to time in its sole discretion.

1. GRANT AND TERM OF LICENSE.

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 SFTP 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 SFTP Gateway solely for Your internal business purposes in accordance with this EULA.

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#### 6. CONSTRUCTION.

Thorn is willing to license SFTP 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 SFTP 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 SFTP GATEWAY THROUGH OR UNDER YOUR ACCESS CREDENTIALS.

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#### 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.

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

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vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any portion of SFTP 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 SFTP GATEWAY THROUGH OR UNDER YOUR ACCESS CREDENTIALS.

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