

# PRODUCT END USER LICENSE AGREEMENT

## A. PURPOSE

Onward Security provides certain products containing software and SaaS (cloud-based software) that are licensed, not sold, to you.

By using the Product, Licensee agrees to be bound by all terms of this Agreement that are applicable in the territory where the Licensee is located. Onward Security retains the right to modify and change this Agreement, subject to applicable law, and the Licensee's continued use of the Product indicates the Licensee's continued acceptance of the Agreement.

## B. LICENSE AND RESTRICTIONS

Subject to the terms and restrictions of this EULA, Onward Security grants the Licensee, a revocable, non-transferable, non-exclusive license to use the Product.

The license granted to Licensee in this EULA is subject to the following restrictions:

- Licensee agrees not to modify, rent, lease, loan, sell, assign, distribute, reverse engineer, or create derivative works based on any element of the Product.
- Licensee will not abuse, hack, attack, interfere with, gain unauthorized access to, or disrupt the Product or do anything contrary to this EULA.
- Licensee will not access and use the Product in a way that could violate applicable law, or in any manner not expressly authorized by Onward Security under this EULA or in a separate written agreement.
- Licensee will not use the Product to infringe on the intellectual property or privacy rights of others or to otherwise violate applicable law.
- Licensee assumes any and all risks, injuries, losses, claims and any other liabilities arising out of the use of the product in any hazardous applications.

## C. OWNERSHIP

The Product and any patents, trademarks, software including source and object code, and other copyrightable materials incorporated in or displayed on the Product, are owned by Onward Security. Onward Security reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with the Product.

## D. UPDATES

Onward Security reserves the right, at its discretion, to change, modify, add, or remove portions of this EULA at any time by posting the amended EULA on the Onward Security website ([www.onwardsecurity.com](http://www.onwardsecurity.com)). It is Licensee's responsibility to periodically check the EULA for changes. Unless otherwise stated, all amended terms shall be effective immediately after they are initially posted. If at any point Licensee does not agree to any portion of the then-current version of our EULA, the Licensee's sole remedy is to stop using the Product. Licensee will be deemed to have accepted any changes to the EULA by continuing to use the Product.

Licensee understands that the Product is an evolving one. Onward Security may require that Licensee accepts updates to the Product, and may automatically update the Product at any time

with or without notifying Licensee. The updates to the Product may add new or remove existing functionality. By using the Product, Licensee consents to these automatic updates. Licensee may need to pay attention to email notifications from Onward Security at any time in order to receive product updates Information.

#### E. TERM & TERMINATION

This EULA and the license granted hereunder are effective on the date Licensee first uses the Product and shall continue for as long as Licensee uses the Product or until this EULA is terminated. Onward Security may terminate this EULA at any time if Licensee fails to comply with the terms of this EULA or of the other Onward Security Agreements. Licensee may terminate this EULA effective immediately upon written notice to Onward Security customer service at support@onwardsecurity.com.

#### F. LIMITATIONS OF THE PRODUCT

While we aim for the Product (including any notifications or other alerts provided by the Product) to be highly reliable and available, it is not intended to be reliable or available 100% of the time. The Product is subject to sporadic interruptions and failures for a variety of reasons beyond Onward Security's control. Licensee acknowledges these limitations and agrees that Onward Security is not responsible for any damages or injury allegedly caused by the failure or delay of the Product to reflect current status or notifications. Licensee further acknowledges that Onward Security does not guarantee that the Product will not be compromised by third parties.

#### G. LIMITATION OF LIABILITY

Licensee acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to the use of, or inability to use, the service under any cause or action whatsoever of any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that the Onward Security parties shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, the service.

Licensee further specifically acknowledges that Onward Security is not liable, and Licensee agrees not to seek to hold Onward Security liable, for any loss relating to:

- Unforeseeable circumstances and any violations by customers of any terms of the Onward Security agreements.

#### H. DISCLAIMER OF WARRANTIES

Licensee expressly understands and agrees that:

- a. Except to the extent specifically provided in this EULA or in the product warranty, use of the service is at Licensee's sole risk and is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of non-infringement, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law with any legally required warranty period).

b. Licensee uses the products at Licensee's own risk. ONWARD SECURITY does not bear responsibility for damage incurred by the customer or third parties resulting from using the Product or not using the Product.

c. No advice or information obtained from the Onward Security parties other than the documentation provided with the products shall create any warranty not stated in this EULA.

#### I. EXCLUSIONS

Nothing in this agreement is intended to exclude or limit any condition, warranty, right, or liability that may not be lawfully excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only those above limitations which are lawful in Licensee's jurisdiction will apply to Licensee and our liability will be limited to the maximum extent permitted by law.

#### J. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, interpreted, and judged by the laws of Taiwan, and the Taiwan Taipei District Court shall be the court of the first instance having exclusive jurisdiction over any disputes.