

OPATCH END-USER LICENSE AGREEMENT

Version 1.4 (Revised May 27, 2026)

(Note: the current version of this end-user license agreement is available online at https://Opatch.com/files/Opatch_End_User_License_Agreement.pdf.)

This is a legally binding contract. Please read the terms and conditions of this End User License Agreement (“Agreement”) carefully before you use the Solution (as defined below). By agreeing electronically, or installing or using the Solution, you accept all the terms and conditions of this Agreement on behalf of yourself and any entity or individual you represent or for whose Device you acquire the Solution. If you do not agree with the terms and conditions of this Agreement, do not continue the installation process, do not use the Solution and delete or destroy all copies of the Solution in your possession or control.

This Agreement relates to your use of Opatch Agent and Opatch patches (collectively, “Software”), and associated services, including any Updates (each, a “Solution”) in connection with which you are accepting this Agreement, and any related Documentation. In this Agreement, “Provider” means ACROS d.o.o. with offices at Glavni trg 19a, SI-2000 Maribor, Slovenia; “Documentation” means any user manuals and instructions provided with the Solution; and “Applicable Conditions” means collectively the Subscription Period together with the Allowed Number of Devices, other transaction terms, conditions and documents you accepted when you acquired the Solution (including any terms and conditions of sale), and any distribution agreement, reseller agreement, partner agreement or other agreement between you and Provider, as well as the other limitations described by Section 2 and the Documentation.

Provider may amend this Agreement at any time by notice provided to you in accordance with this Agreement, and your continued use of any affected Solution at any point at least 30 days after the notice date will constitute your acceptance of the amendment of this Agreement. Provider may require that you accept the amended Agreement in order to continue using any affected Solution you have previously acquired. If you decline to accept the amended Agreement, Provider may terminate your use of such affected Solution, in which case you may obtain a refund for the portion of the subscription fee you have paid for the unexpired or unused portion of the Subscription Period.

1. LICENSE

1.1. Provider grants to you a non-exclusive, non-transferable license (without the right to sublicense) to use the Solution and the Documentation for the agreed period indicated in the Applicable Conditions, including any extensions or renewals of the agreed period (the “Subscription Period”), provided that you agree to the terms and conditions of this Agreement.

1.2. Except for subscriptions paid via a purchase order and unless otherwise agreed, each subscription shall initially be set to automatically renew at end of term with a notification emailed to you within a reasonable period prior to the renewal. You can disable such scheduled renewal before the expiration of the then-current term in your online account settings or with a notice of termination.

2. PERMITTED USE OF THE SOLUTION

2.1. You may use the Solution on up to the agreed number (the “Allowed Number of Devices”) of personal computers - either physical or virtual - or other device compatible with the Solution (each, a “Device”) indicated in the Applicable Conditions exclusively:

2.1.1. **Opatch PRO or Enterprise:** If you have one or more valid, non-expired, either paid-for or trial, "Opatch PRO" or "Opatch Enterprise" license, you can use Opatch on devices owned by you. In the event of any such use of the Solution by your affiliate (those entities controlling you, controlled by you or under common control with you), you are responsible for your affiliate’s compliance with this Agreement, and a breach by your affiliate will be deemed a breach by you. Any obligations of Provider under this Agreement will be owed solely to you and not your affiliates that use the Solution for Professional Use under the terms and conditions of this Agreement.

Allowed Number of Devices: the number of valid, non-expired, either paid-for or trial, “Opatch PRO” or "Opatch Enterprise" licenses associated with your Opatch Account.

2.1.2. **Opatch FREE:** You may use "Opatch FREE" (i.e., Opatch without a valid "Opatch PRO" or "Opatch Enterprise" license) in the following cases:

2.1.2.1. **Testing:** For the purpose of testing the Solution in corporate, commercial or business environment, you are allowed to use "Opatch FREE" for no more that 60 days. However, you can request a trial of "Opatch PRO" licenses if you want to test additional features and patches.

Allowed Number of Devices: 10 (ten).

2.1.2.2. **Personal Use:** In the case of non-corporate, non-commercial, and non-business use of Solution by a natural person, or members of their household for personal, noncommercial purposes, you are allowed to use "Opatch FREE" for which you are not required to pay a subscription fee or other price. However, you can still purchase "Opatch PRO" licenses for Personal Use if you want additional features and patches.

Allowed Number of Devices: 10 (ten).

2.1.2.3. **Not-for-profit Educational Use:** Not-for-profit educational institutions (e.g., public schools) are allowed to use "Opatch FREE" on their work computers.

Allowed Number of Devices: 10 (ten).

2.2. YOUR USE OF THE SOLUTION OTHER THAN AS EXPRESSLY AUTHORIZED BY SECTION 2 OF THIS AGREEMENT, OR ANY RESALE OR FURTHER DISTRIBUTION OF THE SOLUTION WITHOUT A SEPARATE PARTNERSHIP AGREEMENT WITH PROVIDER AUTHORIZING YOU FOR THAT, CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND MAY VIOLATE APPLICABLE COPYRIGHT LAWS.

3. UPDATES

3.1. Provider, from time to time during the Subscription Period and without your separate permission or consent, may deploy an upgrade or update of, or replacement for, any Solution ("Update"), and as a result of any such deployment you may not be able to use the applicable Solution or Device (or certain functions of the Device) until any such Update is fully installed or activated. Each Update will be deemed to form a part of the "Solution" for all purposes under this Agreement. Updates may include both additions to, and removal of, any particular features or functionality offered by a Solution or may replace it entirely, and Provider will determine the content, features and functionality of the updated Solution in its sole discretion. Provider is not required to offer you the option to decline or delay Updates but, in any event, you may need to download and permit installation or activation of all available Updates to obtain maximum benefit from the Solution. Provider may stop providing support for a Solution until you have accepted and installed or activated all Updates. Provider in its sole discretion will determine when and if Updates are appropriate and has no obligation to make any Updates available to you. Provider in its sole discretion may stop providing Updates for any version of the Solution other than the most current version, or Updates supporting use of the Solution in connection with any versions of operating systems, or any software with which the Solution is designed to operate.

4. OWNERSHIP RIGHTS

4.1. The Solutions and Documentation are the intellectual property of Provider and are protected by applicable copyright laws, international treaty provisions and other applicable laws of the country in which the Solution is being used. The structure, organization and computer code of any Software are valuable trade secrets and confidential information of Provider. To the extent you provide any comments or suggestions about the Solution to Provider, you grant Provider the right and license to retain and use any such comments or suggestions for any purpose in its current or future products or services, without further compensation to you and without your approval of such retention or use.

4.2. Except as stated in this Agreement, your possession or use of a Solution does not grant you any rights or title to any intellectual property rights in the Solution or Documentation. All rights to the Solution and Documentation, including all associated copyrights, patents, trade secret rights, trademarks and other intellectual property rights, are reserved by Provider.

5. RESTRICTIONS

5.1. You may not copy or use the Solution or the Documentation except as set forth in Section 2 of this Agreement. You may not, and may not permit any third party to:

5.1.1. use any authorization code, license number, username/password combination, Account key, or other activation code or number supplied by Provider in connection with any Solution (“Activation Code”) on, or for, more than the number of Devices specified by the Applicable Conditions;

5.1.2. disclose any Activation Code to any party other than Provider or Provider’s designated representatives;

5.1.3. except as expressly authorized by law: (i) reverse engineer, disassemble, decompile, translate, reconstruct, transform or extract any Solution or any portion of the Solution (including Patches provided by Provider); or (ii) change, modify or otherwise alter any Solution (including Patches provided by Provider).

5.1.4. except as authorized by a distribution agreement, reseller agreement or other agreement between you and Provider, publish, resell, distribute, broadcast, transmit, communicate, transfer, pledge, rent, share or sublicense any Solution;

5.1.5. except as expressly authorized by this Agreement, the Applicable Conditions or another agreement between you and Provider, use any Solution to manage the facilities of a third party or grant any third-party access to or use of any Solution;

5.1.6. use any Solution to provide or build a product or service that competes with the Solution;

5.1.7. use or attempt to use any Solution to: (i) upload, download, stream, transmit, copy or store any information, data, or materials, or engage or assist in any activity that may: (A) infringe the intellectual property rights or other rights of any third party; (B) contain any unlawful, harmful, threatening, abusive, defamatory or otherwise objectionable material of any kind, (C) harm or attempt to harm others; (D) have the potential to incite or produce conduct that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, vulgar, obscene, invasive of another’s privacy, hateful, or racially, ethnically, religiously or sexually discriminatory or otherwise objectionable; (E) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals; (F) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; or (G) assist any fraud, deception or theft; or (H) damage, disable or impair the operation of, or gain or attempt to gain unauthorized access, receipt, use, copying, alteration or destruction of or to, any property, Devices, software, services, networks or data by any means, including by hacking, phishing, spoofing or seeking to circumvent or defeat any firewalls, password protection or other information security protections or controls of whatever nature; (ii) in any way violate any applicable local, national or international law or regulation; (iii) forge headers or otherwise manipulate identifiers in order

to disguise the origin of any content transmitted through the use of the Solution; (iv) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes"; or (v) collect or store personal data without the knowledge and express consent of the data subject;

5.1.8. damage, disable or impair the operation of, or gain or attempt to gain unauthorized access to, any Solution or to any property, Devices, software, services, networks or data connected to, or inter-operating with, such Solution, or to any content or data stored, accessed or delivered through such Solution, by any means, including by hacking, phishing, spoofing or seeking to circumvent or defeat any firewalls, password protection or other information security protections or controls of whatever nature; or

5.1.9. defeat or circumvent, attempt to defeat or circumvent, or authorize or assist any third party in defeating or circumventing controls on the use of copies of any Solution.

5.2. Certain Solutions may grant you or another user administrative privileges that, among other things, may allow the administrator to monitor other Devices and/or the status of Solutions deployed on other Devices, including for example Subscription Period status, Solution messages, and Updates. You represent and warrant that you will exercise such administrative privileges only with respect to Devices and Solutions for which you are duly authorized and for no other purpose. You also represent and warrant to Provider that: (i) you have all the requisite authority to accept this Agreement, and install and/or use the Solution on the Devices, on behalf of any owners and users of those administered Devices; and (ii) you hereby accept this Agreement for and on behalf of: (A) any such owners and users of those administered Devices; and (B) yourself.

5.3. Certain Solutions may enable you to publish or share publicly with others, content you have generated or obtained from other sources ("User Content"). You retain any and all intellectual property rights you already hold under applicable law in User Content you publish or share through the Solution, subject to the rights, licenses, and other terms of this Agreement, including any underlying rights of others in any User Content that you may use or modify. You grant to the Provider, a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and royalty-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), modify, adapt, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise exploit in any manner whatsoever, all or any portion of the User Content you publish or share through a Solution (and derivative works thereof), solely for the purpose of providing the Solutions to you under this Agreement. Each time you publish or share any User Content, you represent and warrant to the Provider that you are at least the age of majority in the state or jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User Content you publish or share, and that, in regard to that User Content: (i) you are the sole author and owner of the intellectual property and other rights to the User Content, or you have a lawful right to publish and share the User Content and grant the Provider the right to use it as described in this Section 5.3, all without any obligation being imposed on the Provider to obtain the consent of any third party and without creating

any obligation or liability whatsoever for the Provider; (ii) the User Content is accurate; (iii) the User Content does not and, as to the Provider's permitted uses and exploitation set forth in this Agreement, will not infringe any intellectual property or other right of any third party; and (iv) the User Content will not violate this Agreement or cause injury or harm to any person.

6. LIMITED WARRANTY; DISCLAIMER AND EXCLUSION OF LIABILITY

6.1. Subject to the remainder of this Section 6, Provider warrants to you that the Solution will perform, or will be performed, substantially in accordance with the Documentation for a period of 30 days following your initial acquisition of the Solution. To make a warranty claim, you must follow the instructions provided by the source from which you acquired the Solution. If the Solution does not perform substantially in accordance with the Documentation, the entire and exclusive liability the Provider and each Provider's Partner, and your sole and exclusive remedy, in respect of such warranty will be limited to, at Provider's option, to either: (i) replacement of the Solution; or (ii) return of the Solution to obtain a refund for the portion of the subscription fee you have paid for the unexpired or unused portion of the Subscription Period. This warranty applies only to the Solution as originally delivered, and does not apply to: (i) any Updates; (ii) any defects caused by the combination, operation or use of the Solution with: (A) software, hardware or other materials not provided by Provider; or (B) Devices, software, or other materials that do not conform to Provider's requirements set forth in the Documentation.

6.2. EXCEPT AS STATED IN SECTION 6.1 OF THIS AGREEMENT, PROVIDER AND PROVIDER'S PARTNERS DO NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING ANY SOLUTION OR DOCUMENTATION. EXCEPT AS STATED IN SECTION 6.1 OF THIS AGREEMENT, THE SOLUTION IS PROVIDED "AS IS" AND PROVIDER AND PROVIDER'S PARTNERS MAKE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS IMPLIED BY STATUTE, COMMON LAW, JURISPRUDENCE OR OTHER THEORIES OF LAW, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, SUITABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PROVIDER DOES NOT WARRANT THAT THE OPERATION OF ANY SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY SOLUTION WILL WORK PROPERLY ON ANY GIVEN DEVICE OR WITH ANY PARTICULAR CONFIGURATION OF HARDWARE AND/OR SOFTWARE, OR THAT ANY SOLUTION WILL PROVIDE COMPLETE PROTECTION FOR ANY SYSTEM, RESOURCES OR DATA.

6.3. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ANY SOLUTION PROVIDED TO YOU WITHOUT FEES (INCLUDING ANY SOLUTION PROVIDED AS A "FREE," "TRIAL" OR "BETA" SOLUTION) IS PROVIDED ON AN "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT SUPPORT OR OTHER SERVICES BY PROVIDER.

6.4. TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER OR THEIR RESPECTIVE AGENTS, LICENSORS, REPRESENTATIVES, SUPPLIERS, DISTRIBUTORS, RESELLERS, NETWORK CARRIERS OVER WHOSE NETWORK OR SYSTEMS ANY SOLUTION IS PROVIDED, OR ANY OTHER BUSINESS PARTNER

OF PROVIDER BE LIABLE TO YOU OR ANY THIRD PARTY FOR:

6.4.1. ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OR LOSSES WHATSOEVER, WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY;

6.4.2. ANY DAMAGES FOR ANY LOSS OF BUSINESS, PROFITS OR REVENUE, LOSS OF PRIVACY, LOSS OF USE OF ANY DEVICE OR SOLUTION (INCLUDING THE SOLUTION), WASTED EXPENDITURE, COSTS OF PROCURING SUBSTITUTE OR REPLACEMENT GOODS, SERVICES OR DIGITAL PRODUCTS, BUSINESS INTERRUPTION, ANY UNAUTHORIZED DISCLOSURE OR LOSS (INCLUDING ANY CORRUPTION, DEGRADATION OR UNAVAILABILITY) OF ANY DATA OR INFORMATION OF ANY NATURE (WHETHER OR NOT ANY OF THE FOREGOING LOSSES, DAMAGES, COSTS OR EXPENDITURE ARE DIRECT OR INDIRECT LOSSES OR DAMAGES); OR

6.4.3. ANY OTHER PECUNIARY OR NONPECUNIARY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR ANY SOLUTION PROVIDED HEREUNDER;

EVEN IF PROVIDER OR PROVIDER'S PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, NEITHER PROVIDER NOR ANY PROVIDER'S PARTNER WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE (WHETHER DIRECT OR INDIRECT) FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, DEGRADATION, UNAVAILABILITY, ERASURE, THEFT, DESTRUCTION, ALTERATION, DISCLOSURE OR LOSS OF ANY DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED BY OR IN CONNECTION WITH ANY SOLUTION REGARDLESS OF THE CAUSE. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCES WILL PROVIDER'S OR ANY PROVIDER'S PARTNER'S TOTAL AGGREGATE LIABILITY FOR ALL LOSS OR DAMAGE TO YOU OR ANY THIRD PARTY ARISING FROM OR RELATING TO ANY SOLUTION, THE SUBSCRIPTION OR THIS AGREEMENT EXCEED THE GREATER OF: (I) FIVE U.S. DOLLARS (US\$5.00); AND (II) THE AMOUNT OF THE SUBSCRIPTION FEES YOU HAVE PAID FOR THE IMMEDIATELY PRECEDING 12 MONTHS OF THE SUBSCRIPTION PERIOD.

7. PRIVACY

7.1. The term "Data," as used in this Agreement and the Privacy Notice, means: (a) the information you provide to Provider or Provider's Partner in the course of ordering Solutions, including your name, billing address, email address, phone number, payment card or account number, payment card or account verification code, payment card commencement date and expiration date, the account password you select for your account with Provider, and other Billing Data as defined in Provider's Privacy Notice (the "Privacy Notice", which you can find at <https://www.acrossecurity.com/docs/PrivacyNotice.pdf>) (collectively, "Transaction Data"); (b) information Provider or a Provider's Partner collects in the course of processing and fulfilling your orders for Solutions, including information about the make, model, operating system and other identifying details of your Device, the name of your Internet service provider, your Internet Protocol (IP) address; and (c) information about your installation and use of Solutions.

7.2. You authorize Provider or a Provider's Partner, to use your Data, for the purposes described in the Privacy Notice. You acknowledge that such use of your Data includes processing and fulfilling your orders for subscriptions, improving Solutions, and providing information to you about the Solutions to which you have subscribed and offering you other Solutions. You acknowledge that Provider may share your Data with Provider's Partners such as Provider's ecommerce platform providers and payment processors, suppliers providing support, services and Solutions to you on Provider's behalf, and suppliers providing Provider with purchase analytics and crash analytics in respect of Solutions. You also acknowledge that Provider may share Data that is anonymized and aggregated with third parties for trend analytics.

8. TERMINATION

8.1. This Agreement will immediately terminate upon your breach of any of your obligations in this Agreement, which will result in forfeiture of any rights you may have to receive Updates or to obtain a refund for the portion of the subscription fee you have paid for the unexpired or unused portion of the Subscription Period. Provider reserves the right to any other remedies available under law in the event your breach of any of your obligations under this Agreement adversely affects Provider or any Provider's Partner. The exclusions and limitations of liability of Provider and Provider's Partners contained in this Agreement will survive termination of this Agreement.

8.2. Provider, by notice to you, may immediately terminate this Agreement for convenience at any time with respect to any particular Solution or all Solutions and the entire and exclusive liability of Provider and each Provider's Partner, and your sole and exclusive remedy, in respect of any such termination will be limited to a refund for the portion of the subscription fees you have paid for the unexpired or unused portion of the Subscription Period. From the effective date of such termination you will no longer be entitled to use any affected Solution and Documentation.

9. U.S. GOVERNMENT RESTRICTED RIGHTS

9.1. All Solutions qualify as "commercial items," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire such Solutions and related Documentation with only those rights set forth in this Agreement that apply to non-governmental customers. Use of such Solutions and related Documentation constitutes agreement by the U.S. Government entity that the computer software and computer software documentation is commercial, and constitutes acceptance of the rights and restrictions set forth in this Agreement.

10. EXPORT CONTROLS

10.1. You must comply with all applicable U.S. and international laws governing export and re-export of the Solutions, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. Without derogating from the generality of the foregoing, you represent, warrant and undertake that: (i) you are not a member of any of the denied persons list, unverified list, entity list, specially designated nationals list, debarred list or any other lists published by the U.S. Government; and (ii) you will not use, export or re-export any Solution in, or to, territories, destinations, companies or individuals in violation of U.S. and E.U. embargoes or trade sanctions. You will indemnify, defend and hold Provider harmless from and against any claim, demand, suit or proceeding, and all damages, liabilities, costs and expenses arising from your failure to comply with this Section.

11. BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

11.1. This Section 11 applies to any Dispute arising from or related to any Solution, subscription for any Solution or this Agreement, and involving you and Provider. "Dispute," for the purposes of this Section 11, means any dispute, action, or other controversy regardless of the particular cause of action(s) asserted (i.e., it encompasses, among any other potential cause of action or legal basis, claims for breach of contract, misrepresentation or fraud, indemnification, tort (including negligence and strict product liability), and violation of statute or regulation).

11.2. In the event of a Dispute, you must provide Provider with a notice of Dispute, which is a written statement of your name, address and contact information, the facts giving rise to the Dispute, and the relief requested by you. You must send any notice of Dispute by email to Provider at info@0patch.com.

11.3. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. YOU WILL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

12. GENERAL

12.1. Notice. Provider may at any time deliver any notice to you via electronic mail, pop-up window, dialog box or other means, even though in some cases you may not receive the notice unless and until you launch a Solution. Any such notice will be deemed delivered on the date Provider first makes it available through a Solution, irrespective of when you actually receive it.

12.2. Separate Agreements. If you acquired two or more Solutions, even in a single transaction, or you

acquired subscriptions to any one Solution in multiple transactions, you may have accepted this End User License Agreement multiple times. Although the terms and conditions you accepted may be similar or identical, each time you accepted the terms and conditions of this End User License Agreement you entered into a different and separate agreement between you and the Provider providing the applicable Solution.

12.3. Entire Agreement. This Agreement constitutes the entire agreement between you and Provider relating to your use of the Solutions and Documentation. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, statements, warranties and representations with respect to your installation and/or use of the Solutions or Documentation. Notwithstanding the foregoing, nothing in this Agreement will diminish any rights you may have under existing consumer protection legislation or other applicable laws in your jurisdiction that may not be waived by contract. This Agreement, the Applicable Conditions and the Documentation, to the greatest extent reasonably practicable, will be construed to be consistent with each other, but in the event of a conflict they will govern in the following order of precedence: (i) the Applicable Conditions; (ii) this Agreement; and (iii) the Documentation.

12.4. Interpretation. The headings in this Agreement do not affect its interpretation. The use of any gender includes all genders. The singular includes the plural and vice-versa. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning. The words “includes” and “including” will be construed as followed by the words “without limitation.” Any reference to “use” of any software, Solution or Update by you shall be deemed to include any installation of any such software, Solution or Update by you (unless the context otherwise requires). This Agreement was originally prepared in the English language. Although Provider may provide one or more translated versions of this Agreement for your convenience, the English language version of this Agreement will be the governing version of this Agreement in the case of any conflict or discrepancy. In the event that an ambiguity or question of intent or interpretation arises, in any judicial proceeding or otherwise, the terms of this Agreement will be construed as having been drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

12.5. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable laws, it shall to that extent be deemed not to form part of this Agreement but the remainder of this Agreement will remain valid and enforceable to the greatest extent permitted by applicable law.

12.6. Assignment. You may not assign your rights or obligations under this Agreement without the prior written consent of Provider. Provider may assign this Agreement at any time in its sole discretion without any prior written consent by you.

THIRD-PARTY LICENSES

The following third-party components are integrated in this product.

mHook-lib by Marton Anka

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Rapid JSON by Milo Yip and Tencent

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sha1 by Paul E. Jones

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