

# End User License Agreement

1. The Software you are about to access is provided to you pursuant to subscription of the Services by the legal entity which employs you, or you, from Xtremax. This subscription of the Software and/or Services is subject to SentryPage's Terms of Service and this EULA. The Terms of Service can be found at: <https://sentrypage.com/terms-of-service>.
2. **IN THIS AGREEMENT:**
  1. **Xtremax**" means Xtremax Pte. Ltd., an Information Technology (IT) company based in Singapore.
  2. **"AWS Marketplace"** means the software marketplace operated by Amazon Web Services, Inc. located at <https://aws.amazon.com/marketplace/> as it may be updated from time to time.
  3. **"Confidential Information"** means any and all scientific and technical information which is in the possession of, or belonging to, Xtremax and relating to SentryPage, including without limitation, all data, Software, trade secrets, know-how, processes, methodologies, samples, components, analyses, compilations, guides and other information or documents prepared by Xtremax, its subsidiaries and affiliates and/or their officers, servants, agents, representatives, employees or advisers which contain or are otherwise generated from or reflect any Xtremax proprietary information, whether or not covered by intellectual property rights or explicitly designated as confidential or proprietary, which is disclosed by any means in written, oral, electronic, or any other form.
  4. **"Documentation"** means technical documentation describing the features and functionalities of the Software.
  5. **"Software"** or **"SentryPage"** means the SentryPage application as accessed on your Device at <https://app.sentrypage.com/>.
  6. **"Party"** means only each of You and Xtremax, and together, they are collectively the only "Parties." All other persons are third parties.
  7. **"Applicable Laws"** means all Singapore and foreign national, municipal, and local laws, statutes, acts, ordinances, regulations, rules, codes, treaties, executive orders, supervisory requirements, official directives, circulars, opinions, interpretive letters, and other official releases applicable from time-to-time to a Party's performance of its obligations and/or exercise of its rights hereunder, including data protection/privacy laws, corrupt activities/illegal payment laws, and export/import laws.
  8. **"End User"** means any individual, entity, or person (directly or indirectly through another user) that: (a) accesses or uses SentryPage for Your benefit in accordance with these Terms of Use such as Your Administrator(s) or technical/support resources; or (b) otherwise accesses or uses SentryPage.
  9. **"Proprietary Rights"** means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.
  10. **"SaaS"** means a way that the Software offered by Xtremax under a Standard Contract Listing may be provisioned to End User where the Software is delivered to End User on a



software-as-a-service basis. The SaaS Xtremax deploys the hosted Software under Xtremax's account on the AWS Services infrastructure and is responsible for granting End User access to and use of the Software and SaaS Service.

11. "**Services**" means all services and tasks that Licensor provides, or is obligated to provide, under this Agreement, including without limitation Support Services.
12. "**You**" or "**Your**" means the individual or party that will or already act as buyer or end user.

### 3. ACCEPTANCE

1. CAREFULLY READ THE FOLLOWING LICENSE. YOU ACCEPT AND AGREE TO BE BOUND BY THIS EULA BY CLICKING THE BUTTON LABELED "**ACCEPT**" THAT IS DISPLAYED. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE SOFTWARE OR DOCUMENTATION, OR CLICK THE "ACCEPT" BUTTON, AND PROMPTLY RETURN THE SOFTWARE AND DOCUMENTATION TO THE PARTY FROM WHOM IT WAS OBTAINED.

### 4. LICENSE

1. In consideration of your agreement and compliance with the terms and conditions contained in the Terms of Service and in this EULA, Xtremax grants to you a personal, limited, non-exclusive and non-transferable license to use the Software exclusively with the Services, and with the device on which this License appears.
2. You must comply with the EULA terms at all times when using the Software and Documentation. You agree not to, and You will not permit others to:
  1. Reverse-engineer, decompile or disassemble the Software or otherwise reduce it to human-readable format except to the extent required for interoperability purposes under applicable laws or as expressly permitted in open-source licenses;
  2. Remove or conceal any product identification, proprietary, intellectual property or other notices in the Software or Documentation; :
  3. Assign or otherwise transfer, in whole or in part, the Software or Documentation licenses to another party or Controller-based licenses to a different storage controller, unless otherwise agreed in writing with Xtremax;
  4. Modify, adapt, or create a derivative work of the Software or Documentation; or
  5. Publish or provide any Software benchmark or comparison test results.

### 5. PROPRIETARY RIGHTS

1. You acknowledge and agree that the Services are licensed, not sold or transferred to you. You do not acquire any ownership interest in the Software and/or Services under this Agreement, or any other rights thereto other than to use the Software and/or Services in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Xtremax and its licensors and service providers reserve and shall retain their entire rights, title, and interest in and to the Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

### 6. LIMITATION OF LIABILITY



1. Notwithstanding any damages that You might incur, the total liability of Xtremax, under or in connection with this Agreement, and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Services or \$218 if You have not paid for the use of the Services.
2. To the maximum extent permitted by applicable law, in no event shall Xtremax or its service providers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Services, third-party software and/or third-party hardware used with the Services, or otherwise in connection with any provision of this Agreement), even if Xtremax or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose
3. The limitations and exclusions above will not apply to liability for death or bodily injury caused by negligence, gross negligence, wilful misconduct, fraud, or any other liability that cannot be excluded under applicable laws.

## **7. TERMINATION**

1. This License shall become effective as of the date of your acceptance of this License and shall remain in effect until terminated as provided in this Agreement. Xtremax may terminate this License immediately, upon written notice, should You:
  1. attempt to, directly or indirectly, assign or transfer any of the rights granted to it pursuant to this License without Xtremax's prior written authorisation;
  2. disclose, in whole or in part, any Confidential Information;
  3. use the Software and/or Services otherwise than as authorised herein; or
  4. is otherwise in breach of Your obligations to protect the intellectual property contained in the Software and/or Services.

## **8. COLLECTION AND USE OF YOUR INFORMATION**

1. You acknowledge that when you download, install, or use the Services, Xtremax may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the Services. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Services or certain of its features or functionality, and the Services may provide you with opportunities to share information about yourself with others. All information Xtremax collects through or in connection with the Services is subject to SentryPage's Privacy Policy at <https://sentrypage.com/privacy-policy/>. By downloading, installing, using, and providing information to or through the Services, you consent to all actions taken by Xtremax with respect to your information in compliance with the Privacy Policy.

## **9. OBLIGATIONS AND RESPONSIBILITIES**

1. Indemnification
  1. You agree to indemnify and hold Xtremax and its subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable legal fees, due to or arising out of your: (a) use of the Services; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.
2. Acceptable Use

1. You will not intentionally use the Service to:
  1. store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code;
  2. engage in phishing, spamming, denial-of-service attacks or fraudulent or criminal activity;
  3. interfere with or disrupt the integrity or performance of the Software or data contained therein or on Xtremax's system or network; or
  4. perform penetration testing, vulnerability testing or other security testing on the Software or Xtremax's systems or networks or otherwise attempt to gain unauthorized access to the Software or Xtremax's systems or networks
3. End User Data
  1. The Parties agree that End User Data are Confidential Information of End User. End User hereby grants to Xtremax a nonexclusive, nontransferable, revocable license, under all Proprietary Rights, to reproduce and use End User Data solely for the purpose of, and to the extent necessary for, performing Xtremax's obligations under this Agreement. In no event will Xtremax access, use or disclose to any third party any End User for any purpose whatsoever (including, without limitation, the marketing of Xtremax's other products or services) other than as necessary for the purpose of providing the Software and Services to End User and performing its obligations under this Agreement. Xtremax will not aggregate, anonymize or create any data derivatives of End User Data other than as necessary to provide the Software or Services and to perform its obligations in accordance with the terms and conditions of this Agreement, the Privacy Policy and the Terms of Service.

## 10. GENERAL

1. Severance
  1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
  2. If any provision or part-provision of this Agreement is deemed deleted under clause 10.1.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
2. No Warranties
  1. The Services are provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Xtremax, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Xtremax provides no warranty or undertaking, and makes no representation of any kind that the Services will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services,

operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

2. Without limiting the foregoing, neither Xtremax nor any of Xtremax 's service provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Services, or the information, content, and materials or products included thereon; (ii) that the Services will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Services; or (iv) that the Services, its servers, the content, or e-mails sent from or on behalf of Xtremax are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

### 3. Entire Agreement

1. Other than as stated in this section or as explicitly agreed upon in writing between you and Xtremax, this Agreement constitute all the terms and conditions agreed upon between you and Xtremax and supersede any prior agreements in relation to the subject matter of this Agreement, whether written or oral. As noted above, other terms and conditions governing use of the Services are incorporated herein by reference, including the following terms and conditions: the Privacy Policy and the Terms of Service.
2. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

### 4. Notices

1. To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement:
  1. By email to the email address designated by such Party as a notice address;
  2. by personal delivery;
  3. by registered or certified mail, return receipt requested; or
  4. by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.

### 5. Governing Law and Jurisdiction

1. This Agreement shall be governed by and construed in accordance with the Laws of Singapore. The Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of Singapore.