

END USER LICENSE AGREEMENT FOR MARMON HOLDINGS, INC. SOFTWARE PLATFORM

INTRODUCTION

This End User License Agreement (“EULA”) governs all Marmon entities' ("User" or "You") use of the **Marmon Holdings, Inc.** Software Platform and applications, as well as associated upgrades, patches, and updates and related services (the “Platform”) currently provided or which will be provided by **Marmon Holdings, Inc.**, or any one of its subsidiaries or affiliated companies (collectively referred to as “Company”).

This EULA sets out the basis on which Company makes the Platforms available to you and on which You may use them. Company’s [Privacy Policy](#) forms an integral part of this EULA. By installing or using the Platform, You agree to accept and to be bound by (1) this EULA and (2) the Privacy Policy at all time. If You do not agree with one of these, please do not install or use the Platform.

Company reserves the right to change, modify, add or delete articles in this EULA at any time, in accordance with the procedures described below in Section 8.

Capitalized terms used in this EULA without definition shall have the meanings specified in the Terms of Use.

1. GRANT OF LICENSE.

Company (or its licensors) grants You a non-exclusive, non-transferable, non-sublicensed, non-commercial and personal license to install and/or use the Platform (in whole or in part) and any Platform (the “License”), for such time until either You or Company terminates this EULA. You must in no event use, nor allow others to use the Platform or this License for commercial purposes without obtaining a license to do so from Company. Updates, upgrades, patches and modifications may be necessary in order to be able to continue to use the Platform on certain hardware. **THIS PLATFORM IS LICENSED TO YOU, NOT SOLD.**

As applicable, certain parts of the Platform may be using third party features, some of which are managed by third-party providers for which additional terms and/or costs may apply.

You shall not, directly or indirectly (i) sell, rent out, lease, license, distribute, market, exploit the Platform or any of its parts commercially, (ii) reverse engineer, decompile, disassemble, adapt, reproduce, or create derivate works of this Platform; (iii) create, use and/or distribute “auto”, “trainer”, “script” or “macro” computer programs or other “cheat” or “hack” programs or software applications for this Platform; (iv) remove, alter, disable or circumvent any copyright and trademark indications or other authorship and origin information, notices or labels contained on or within this Platform and (v) export or re-export this Platform or any copy of adaptation in violation of any applicable laws or regulations.

While using the Platform, You agree to comply will all applicable laws, rules and regulations. You also agree to comply with certain rules of conduct that govern Your use of the Platform (“Rules of Conduct”), which are not meant to be exhaustive and can be modified at any time by Company. In all cases, You may only use the Platform according to anticipated use of the Platform.

You may not:

- a. create, use, share and/or publish by any means in relation to the Platform any material (text, words, images, sounds, videos, etc.) which would breach of a duty of confidentiality, infringe any intellectual property right or an individual’s right to privacy or which would incite the committing of an unlawful act (in particular, piracy, cracking or circulation of counterfeit software);

- b. modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of the Platform, or their accessibility to other users, or the functioning of the partner networks of the Platform, or attempt to do any of the above;
- c. transmit or propagate any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to the Platform, and/or organize, participate in or be involved in any way in an attack on Company's servers and/or the Platform and/or those of its service providers and partners;
- d. create, supply or use alternative methods of using the Platforms, for example server emulators;
- e. spamming chat, whether for personal or commercial purposes, by disrupting the flow of conversation with repeated postings of a similar nature;
- f. transmitting or communicating any material or content which, in the sole and exclusive discretion of Company, is believed or deemed offensive, including, but not limited to, language that is harmful, threatening, unlawful, abusive, harassing, defamatory, disparaging, obscene, sexually explicit, or racially, ethnically, or otherwise objectionable;
- g. harassing or threatening any other users in the Platform;
- h.
- i. falsely claim to be an employee or representative of Company or its partners and/or agents;
- j. falsely claim an endorsement in connection with the Platform or with Company.

2. OWNERSHIP.

All title, ownership rights and intellectual property rights in and to the Platform (including, without limitation, all text, graphics, music or sounds, all messages or items of information, fictional characters, names, themes, objects, scenery, costumes, effects, dialogues, slogans, places, characters, diagrams, concepts, choreographies, videos, audio-visual effects, domain names and any other elements which are part of the Platform, individually or in combination) and any and all copies thereof are owned by Company or its licensors. The Platform is protected by national and international laws, copyright treaties and conventions and other laws. This Platform may contain certain licensed materials and, in that event, Company's licensors may protect their rights in the event of any violation of this Agreement. Any reproduction or representation of these licensed materials in any way and for any reason is prohibited without Company's prior permission and, if applicable, Company's licensors' and representatives'. Except as expressly set forth in this EULA, all rights not granted hereunder to You are expressly reserved by Company.

This License confers no title or ownership in the Platform and should not be construed as a sale of any rights in the Platform.

3. ACCESS TO THE PLATFORM.

Collection of personal data. Certain personal data is recorded, archived, analyzed, and used to create user profiles and preferences. The privacy of Company's customers is very important to Company, and by using the Platform, You agree that You will not reveal personal data pertaining to Company's customers to third parties except when expressly authorized by Company, its customers, or when permitted by law. Company may be under a duty to disclose or share personal data in order to comply with a legal obligation, or in order to protect Company's rights and those of other users and third parties. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction. In addition, Company reserves the right to collect, store and use anonymous data about You and other users. For further information concerning Company's use of personal data, please refer to the Privacy Policy.

Analytics Tools and Ad Serving Technology. Company uses third party analytics tools to collect information concerning Your and other users' use of the Platform. The information collected may contain the following, without limitation: mobile device unique identity or other device identifiers and settings, carrier, operating system, localization information, date and time spent on the Platform, feature usage, purchase history, and other similar information. Company uses third party ad serving technologies that may collect information as a result of ad serving

in the Platform and that may temporarily display advertisements in the Platform. The analytics tools and ad serving technologies may use server log files, web beacons, cookies, tracking pixels and other technologies to collect said information and may combine the information collected on other Company Platforms and services with information collected from other third party websites and mobile products and services and with demographic, advertisement, market and other analytics surveys. Standing alone, this information is not personal data; however, if Company combines any of this information with personal data, Company will treat this information as personal data pursuant to our Privacy Policy.

4. CONSENT TO MONITOR.

When You are using the Platform, the Platform may monitor Your hardware random access memory (RAM) for unauthorized third party programs that interact with the Platform. In the event that the Platform detects such an unauthorized third party program, information may be communicated back to Company, including You account information, your internet protocol (IP) address, details about the unauthorized third party program detected, and the time and date that the unauthorized third party program was detected, along with the hardware specifications and performance characteristics of Your hardware, with or without additional notice to You. If the Platform detects the use of an unauthorized third party program, this License and Your access to the Platform may be terminated with or without additional notice to You.

However, please note that Company is not responsible for and does not endorse the opinions, advice and/or recommendations displayed or sent by You in the Platform. Such communications are the sole responsibility of the user.

5. WARRANTY DISCLAIMER, LIMITATION OF LIABILITY.

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE PLATFORM IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE PLATFORM IS SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY, COMPANY'S LICENSORS AND ASSOCIATED SERVICE PROVIDERS DO NOT MAKE AND HEREBY DISCLAIM ANY GUARANTEES, CONDITIONS, WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY OR OTHER TERMS INCLUDING AS TO: (A) ITS CONFORMITY, ACCURACY, CURRENTNESS, COMPLETENESS, RELIABILITY OR SECURITY (B) ITS SUITABILITY FOR A PARTICULAR USE; (C) IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT; (D) ITS MARKET VALUE; OR (E) YOUR SATISFACTION. COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY FOR SELECTING THE PLATFORM TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PLATFORM.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY, COMPANY'S LICENSORS, AND ASSOCIATED SERVICE PROVIDERS BE LIABLE FOR LOSS OR DAMAGE SUFFERED IN CONNECTION WITH THE USE OF THE PLATFORM OR ANY RELATED THIRD PARTY SERVICE. THIS INCLUDES WITHOUT LIMITATION (A) ALL LOSSES OF ANY KIND, WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT) OR OTHERWISE, (B) DIRECT LOSS; (C) ACCIDENTAL LOSS, (D) INCIDENTAL LOSS, (E) CONSEQUENTIAL LOSS, AND (F) INDIRECT LOSS.

NOTWITHSTANDING THE AFOREMENTIONED LIMITATIONS OF LIABILITY, YOUR SOLE REMEDY IN THE EVENT OF A DISPUTE WITH COMPANY OR ITS LICENSORS AND ASSOCIATED SERVICE PROVIDERS IS TO CEASE TO USE THE PLATFORM; AND IF APPLICABLE, SEEK DAMAGES FOR YOUR LOSSES. IN NO EVENT WILL COMPANY, ITS AFFILIATES, LICENSORS, AND ASSOCIATED SERVICE PROVIDERS BE LIABLE FOR DAMAGES IN EXCESS OF ANY AMOUNT YOU HAVE PAID TO

COMPANY FOR THE PLATFORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE TIME YOUR CAUSE OF ACTION AROSE.

NOTHING IN THIS SECTION 5 SHALL AFFECT COMPANY'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM COMPANY'S NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, NOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

FOR PURPOSES OF THIS SECTION 5, COMPANY, COMPANY'S LICENSORS, AND ASSOCIATED SERVICE PROVIDERS ARE THIRD PARTY BENEFICIARIES TO THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN AND THEY MAY ENFORCE THIS EULA AGAINST YOU.

6. INDEMNITY.

You are solely responsible for any damage caused to Company, its licensors, and associated service providers and subcontractors, other users of the product, or any other individual or legal entity as a result of Your violation of this EULA.

YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND KEEP INDEMNIFIED COMPANY AND ITS AFFILIATES, THEIR LICENSORS, AND ASSOCIATED SERVICE PROVIDERS AND THEIR SUBCONTRACTORS AGAINST ANY CLAIM OR ALLEGED CLAIMS, LIABILITIES, LOSSES DAMAGES AND ALL COSTS (INCLUDING LAWYERS' FEES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) A VIOLATION OF ANY PROVISION OF THIS EULA OR (B) YOUR USE OR MISUSE OF THE PLATFORM. Company reserves the right to take sole responsibility, at its own expense, for conducting the defense of any claim for which You agreed to indemnify Company. The provisions of this Section 6 shall remain in force after termination of this EULA.

7. TERMINATION.

The EULA is effective from the earlier of the date You purchase, download or use the Platform, until terminated according to its terms. You and Company (or its licensors) may terminate this EULA, at any time, for any reason. Termination by Company will be effective upon (a) notice to You or (b) termination of Your Company Account (if any) or (c) at the time of Company's decision to discontinue offering and/or supporting the Platform. This EULA will terminate automatically if You fail to comply with any of the terms and conditions of this EULA. Upon termination for any reason, You must immediately uninstall the Platform and destroy all copies of the Platform in Your possession.

8. CHANGES TO THIS EULA OR TO THE PLATFORM.

Company reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to You. You are responsible for checking this EULA periodically for changes. If any future changes to this EULA are unacceptable to You or cause You to no longer be in agreement or compliance with this EULA, You may terminate this EULA in accordance with Section 7 and must immediately uninstall the Platform and destroy all copies of the Platform. Your continued use of the Platform following any revision to this EULA constitutes Your complete and irrevocable acceptance of any and all such changes.

Company may modify the Platform for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimize the Platform. You agree that the Platform may install or download the modifications automatically. You agree that Company may stop to support previous versions of the Platform upon availability of an updated version. Company's associated service providers shall have no obligation to furnish any maintenance or customer

support with respect to the Platform. Company also reserves the right to amend the Rules of Conduct set out in Section 1 to place limits on the use of the Platform.

9. PRIVACY AND INFORMATION.

The data protection obligations (in particular the applicable US state privacy laws such as the California Consumer Privacy Act and California Privacy Rights Act, as well as the EU General Data Protection Regulation 2016/679 (GDPR) and all other applicable "Data Protection Laws") shall be observed, and by using the Platform You agree that you will comply with all applicable Data Protection Laws. In doing so, You shall also implement appropriate administrative, technical, and organizational measures which meet the requirements of applicable Data Protection Laws. By using the Platform, You agree to the following privacy and security requirements:

- a. You will comply with any and all Company instructions regarding the access to or use of personal information, including the nature and purpose of access or use, the type of information subject to access or use, the duration of access or use, and the rights and obligations of both parties;
- b. You will ensure that any personnel (including any subcontractors or subprocessors) is subject to a duty of confidentiality with respect to personal information, either by a written agreement or by a statutory duty of confidentiality;
- c. You will not "sell" or "share" (as defined by the Data Protection Laws) Company personal information;
- d. You will not retain, use, or disclose the personal information for any purpose other than for the limited and specific "business purpose" (as defined in the Data Protection Laws) as identified by Company, except in order to:
 - (1) To perform the services and fulfill the purposes specified by Company;
 - (2) To detect data security incidents, or protect against fraudulent or illegal activity; or
 - (3) Comply with a legal obligation
- e. You will make available, upon Company's reasonable request, all information in Your possession necessary to demonstrate compliance with the Data Protection Laws;
- f. You will delete or return all personal information to Company as requested, unless further retention is required by law;
- g. Upon timely and adequate notice to Company, You will take reasonable steps to stop or remediate the unauthorized use of personal information;
- h. You will take reasonable and appropriate steps to ensure Your retention, use, and/or disclosure of personal information is consistent with the Company Privacy Policy;
- i. You will promptly notify Company if You determine You can no longer meet Your obligations under the Data Protection Laws or this Agreement; and
- j. You will not retain, use, and/or disclose sensitive personal information (as defined in the Data Protection Laws) after You have received instructions from Company and to the extent You have actual knowledge that the personal information is sensitive information for any other purpose than as expressly provided for in this Agreement.

10. MISCELLANEOUS.

Export Controls. The Platform is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of any United States and foreign agency or authority relating to the Platform and Your use of the Platform. The Platform may not be re-exported, downloaded or otherwise exported to, or installed by a national or resident of, any country to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

Severance. If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this EULA shall not be affected. If any invalid, unenforceable or illegal provision of this EULA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to reflect Company's initial intentions.

No Waiver. No failure or delay by Company (or its licensors) to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Waiver of a right or remedy may be considered to have taken place only after signing of a written statement to this effect by Company or by the User.

Law, Jurisdiction and Dispute Resolution. To the extent permitted by applicable law, this EULA, and any disputes or claims arising out of or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the United States and the State of California, without giving effect to any principles of conflicts of laws. This EULA shall not be governed by the United Nations Conventions of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded from any interpretation of this EULA.

THIS EULA IS APPLICABLE ONLY TO THE EXTENT AUTHORIZED BY LAW.