



BeyondTrust Discovery Tool End User License Agreement

These terms and conditions apply to the BeyondTrust Discovery Tool

Bomgar Corporation Discovery Tool EULA 6.2

Effective July 1, 2018

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3.5 The provisions of Sections 5, 6, 7, and 8 (and all other provisions which by their nature would extend beyond the term of this EULA) shall survive the termination of this EULA.

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8.8 Governing Law; Venue, English Language. This EULA shall be construed in accordance with the laws of the United States and of the State of Delaware, applicable to contracts entered into and solely performed therein, without regard to that body of law pertaining to conflicts of law, and expressly excluding (i) the United Nations Convention on Contracts for the International Sale of Goods (ii) the 1974 Convention on the Limitation Period in the International Sale of Goods (the "1974 Convention"); and (iii) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. Except as necessary for Bomgar to obtain injunctive relief, Licensee irrevocably submits to the exclusive jurisdiction of the state and federal courts in the state of Delaware and irrevocably waives all defenses relating to this jurisdiction. The parties confirm that this EULA and all related documentation are and will be drafted in English.

8.9 Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

8.10 No Third Party Beneficiaries. Nothing expressed or implied in this EULA is intended, or shall be construed, to confer upon or give any party other than the parties

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9.15 Construction. Every covenant, term and provision of this EULA shall be construed simply according to its fair meaning and not strictly for or against any party. Every reference to "including" means "including, without limitation."

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