

BE EMPOWERED

# End User Licence Agreement

Keeping on the straight and narrow

01/01/2020



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# 1. Conditional license

## 1.1. License grant

Subject to your compliance with the terms and conditions of this EULA, ten80 grants you a non-exclusive, non-transferable right to use the executable code version of the Software for your use solely in connection with work you perform on or through the Site.

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## **2.4. Survival of disclaimer**

The provisions of this Section 2 and of Section 3 shall survive the termination of this EULA, but this shall not imply or create any continued right to use the Software after termination of this EULA.

# **3. Limitation of liability**

## **3.1. Limitation of liability**

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EXCEPT AS LIMITED BY APPLICABLE LAW, REGARDLESS OF THE BASIS FOR YOUR CLAIM, TEN80'S, LICENSORS' AND THIRD PARTY PROVIDERS' TOTAL LIABILITY UNDER THIS EULA SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT OF FEES PAID FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM, OR ONE U.S. DOLLAR (\$1.00), WHICHEVER IS LESS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING PROVISIONS SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY FOR MONETARY DAMAGES IN RESPECT OF ANY BREACH OF OR DEFAULT UNDER THIS AGREEMENT BY TEN80.

## 4. Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless ten80 and its subsidiaries, affiliates, joint ventures, suppliers, officers, directors, shareholders, employees and agents, from any claim or demand made by any third party due to or arising directly or indirectly out of your conduct or in connection with your use of the Software or its features, any alleged violation of these terms, or any alleged violation of any applicable law or regulation. ten80 reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by You, but doing so shall not excuse your indemnity obligations.

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## **8. Term and termination**

### **8.1. Termination**

This EULA is effective as soon as you install, use, copy or distribute the Software and shall continue until it is terminated by ten80 or you, as provided for under the terms of this Section. Unless otherwise agreed to in writing with us, either you or we may terminate the contractual agreement represented by this EULA at any time upon notice to the other party. This EULA, including without limitation your right to the Software as specified in Section 1, terminates immediately and without notice from ten80 if you fail to comply with any of its provisions. Upon termination you shall immediately discontinue use of and destroy the Software and all copies or portions thereof, including any master copy, and within ten (10) days certify in writing to ten80 that all copies have been destroyed.

### **8.2. Survival of termination**

Sections 1.3, 2, 3, 4, 7, 8.2 and 9 of these terms will survive any termination of this EULA. The termination of this EULA does not limit ten80's other rights it may have by law.

## **9. Miscellaneous provisions**

### **9.1. Severance waiver**

If for any reason a court of competent jurisdiction finds any provision or portion of this EULA to be unenforceable, it shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force.

### **9.2. Audit**

You agree that, on ten80's request, you will certify in writing your compliance with the terms of this EULA.

### **9.3. Assignment**

You may not assign this EULA or sublicense, assign, transfer or delegate any right or duty hereunder, without the prior written consent of ten80, at our sole discretion. Notwithstanding the foregoing, ten80 may assign or transfer this EULA or any rights granted hereunder without your prior consent. This EULA is binding on and will inure to the benefit of the parties successors and permitted assigns.

### **9.4. Entire agreement**

This EULA and the terms expressly incorporated by reference herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

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