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2.1 Where the Software is provided in object code format and on a perpetual basis:

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2.1.2 You may make a maximum of one (1) copy of the Software for back-up and/or disaster recovery purposes.

2.2 Where the Software is provided as an OEM licence:

2.2.1 OEM licences shall not be transferred to another machine. Even if the original laptop, PC or server is no longer in use, or if the software is removed from the original hardware, the OEM licences are tied to the device on which the software is first installed.

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2.3.1 **Licensee Responsibilities.** You will (a) be responsible for Users’ compliance with this Licence Agreement (b) be responsible for the accuracy, quality and legality of your data and the means by which you acquired your data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Software, and notify the Licensor promptly of any such unauthorized access or use, (d) use Software only in accordance with the documentation, applicable laws and government regulations, and (e) comply with terms of service of Third-Party Applications with which you use Software.

- 2.3.2 **Usage Limits.** Software licences are subject to usage limits, including, for example, the quantities specified in the Order Form or Scope of Work. Unless otherwise specified, (a) a quantity in an Order Form or Scope of Work refers to users, and the Software may not be accessed by more than that number of users, (b) a user's password may not be shared with any other individual, and (c) a user identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service or Content. If you exceed a contractual usage limit, Licensor may work with you to seek to reduce your usage so that it conforms to that limit. If, notwithstanding our efforts, you are unable or unwilling to abide by a contractual usage limit, you will execute an Order Form or Scope of Work for additional quantities of the applicable Software or Content promptly upon our request, and/or pay any invoice for excess usage.
- 2.3.3 **Removal of Content and Third-Party Applications.** If Licensor are required to remove Content, or receive information that Content provided to you may violate applicable law or third-party rights, We may so notify you and in such event you will promptly remove such Content from your systems. If Licensor receives information that a Third-Party Application hosted on a software by you may violate our policies, applicable law or third-party rights, Licensor may so notify you and in such event you will promptly disable such Third-Party Application or modify the Third-Party Application to resolve the potential violation. If you do not take required action in accordance with the above, Licensor may disable the applicable Content, Service and/or Third-Party Application until the potential violation is resolved.

3. Software Restrictions

- 3.1 The Software is licensed only to you. You will not (a) make any Software available to, or use any Software for the benefit of, anyone other than you or users (e.g. resell its use as a service), (b) sell, resell, license, sublicense, distribute, rent or lease any Software, or include any Software in a service bureau or outsourcing offering, (c) use any Software to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use any Software to store or transmit any code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses ("**Malicious Code**"), (e) interfere with or disrupt the integrity or performance of any Software or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or information obtained by Licensor from our content licensors or publicly available sources and provided to you pursuant to an Order Form or Scope of Work, as more fully described in the documentation ("**Content**") or its related systems or networks, (g) permit direct or indirect access to or use of any Software in a way that circumvents a contractual usage limit, (h) copy Software or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the documentation, (j) frame or mirror any part of any Software, other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the documentation, (k) access any Software or Content in order to build a competitive product

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- 4.1 Subject to the limitations and exclusions of liability below, the Licensor warrants that the Software will materially conform with any documentation that accompanies it and to any specifications or descriptions provided by the Licensor and that use of the Software in terms of this Licence Agreement will not infringe the intellectual property rights of any third party.
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- 4.3 The Licensor does not warrant that the Software will be error-free or that such errors will be corrected, and the Licensee is solely responsible for all costs and expenses associated with the rectification, repair or damage caused by such errors.
- 4.4 The Licensor shall not be liable if the Software fails to operate in accordance with the limited warranty set out in this Licence Agreement as a result of any modification, variation or addition to the Software not performed by the Licensor or caused by any abuse, corruption or incorrect use of the Software, including use of the Software with equipment or other software which is incompatible.
- 4.5 In the event that the Licensor incurs any liability of any kind, that liability shall be limited to the licence fee paid by the Licensee for the Software. Nothing in this Clause 4 or elsewhere in this Licence Agreement shall limit or exclude the Licensor’s liability for death or personal injury arising out of the Licensor’s negligence or fraudulent misrepresentation.

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- 5.1 This Licence Agreement gives you specific legal rights and you may also have other rights that vary from one country to another. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the limitations and exclusions included in this Licence Agreement may not apply to you. Other jurisdictions do allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions included in this Licence Agreement shall apply to the fullest extent permitted by the laws of the applicable jurisdiction. If any part of the limitations or exclusions in this Licence Agreement is held to be void or unenforceable, such part shall be deemed to be deleted from this Licence Agreement and the remainder of the limitation or exclusion shall continue in full force and effect. Any rights that you may have as a consumer (i.e. a purchaser for private as opposed to business, academic or government use) are not affected.

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7. General

- 7.1 This Licence Agreement shall be interpreted in accordance with the laws of North Carolina, and the parties hereby submit to the exclusive jurisdiction of the applicable courts described herein in relation to any dispute and/or claim under or in relation to this Licence Agreement or the subject matter hereof.
- 7.2 This constitutes the complete and exclusive statement of the Licence Agreement between the Licensor and you with respect to the subject matter of this Licence Agreement and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.
- 7.3 Any clause in this Licence Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Licence Agreement shall not be affected by that deletion.
- 7.4 Failure or neglect by either party to exercise any of its rights or remedies under this Licence Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Licence Agreement nor prejudice that party's right to take subsequent action.
- 7.5 This licence Agreement shall not be assigned by you without the prior written consent of InspectionXpert; except that either party may assign its rights and delegate its obligations hereunder to any affiliate, provided such assignee agrees in writing to be bound by this Licence Agreement. Any attempted assignment in violation of this provision shall be null and void. From and after the making of any such assignment and delegation by the assignor, the assignee shall be substituted for the assignor as a party hereto and the assignor shall no longer be bound hereby. Subject to foregoing, this Licence is binding upon, inures to the benefit of, and is enforceable by the parties hereto and their respective successors and assign.
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- 7.7 **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Licence Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you will use reasonable efforts to promptly notify Our Legal Affairs Department at legal@inspectionxpert.com.

8. Terms applicable to Non-Customer Users

- 8.1 Neither InspectionXpert nor its third-party providers warrants that the Software will perform in accordance with any specifications, documentation, other standards, perform in an uninterrupted capacity, be error-free or bug-free, provide complete or accurate data, nor do they make any warranties as to the results to be obtained from the use of the Software. Neither InspectionXpert nor its third-party providers will in any way be liable to Non-Customer users or any other entity or person for their inability to use the Software, or for any inaccuracies, errors, omissions, delays, computer viruses or other infirmity or corruption, damages, claims, liabilities or losses, regardless of cause, in or arising from the use of the Software. The Software is provided on an "as is" basis and without warranty or any technical support of any kind. No warranties, either express or implied, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement, or of any other type is provided hereunder.
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