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We may immediately terminate this EULA without prior notice, should the User's conduct fail to conform to the terms and conditions of this EULA or of any other agreement with us, without prejudice to our right to claim damages.

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#### **10.0 DISCLAIMER**

Subject to the other provisions in this article, We warrant to the User that the media on which the Software is recorded will be free of defects in material and workmanship under normal use for a period of thirty (30) days from purchase, and that the Software and Demos will perform substantially in accordance with the user guide for a period of thirty (30) days from purchase. Our sole responsibility under this warranty will be, at its option, (i) to use reasonable efforts to correct any defects that are reported to it within the foregoing warranty period; or (ii) to refund the full purchase price. We do not warrant that the Software will be error free, nor that all program errors will be corrected. In addition, We make no warranties if the failure of the Software or Demos results from accident, abuse, malfunctioning system, not meeting the minimum system requirements, misapplication or any other circumstances out of our control. All requests for warranty assistance shall be directed to us.

The software is only distributed by downloading. The "demo" version is only limited by functionality that shall not be breached. Therefore we generally advice that the program should be thoroughly tested with non-critical data before relying on it. The User must assume the entire risk of using the program. This disclaimer of warranty constitutes an essential part of the EULA.

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In addition, in no event shall we authorize the User to use the Software in applications or systems where the Software's failure to perform can reasonably be expected to result in a significant physical injury, or in loss of life. Any such use by the User is entirely at the User's own risk, and the User agrees to hold us harmless from any claims or losses relating to such unauthorized use.

#### **11.0 COMPATIBILITY**

We do not warrant that the Application will be compatible or interoperable with Your device or any other piece of hardware, software, equipment or device installed on or used in connection with your Device. Furthermore, You acknowledge that compatibility and interoperability problems can cause the performance of your Device to diminish or fail completely, and may result in permanent the damage to Your Device, loss of the data located on Your Device, and Corruption of the software and files located on Your Device, You acknowledge and agree that we and our affiliates, partners, suppliers and licensors shall have no liability to You for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

#### **12.0 INDEMNITY**

The User agrees to defend, indemnify and hold us harmless, or our agents, principals, shareholders, officers, employees, affiliates, contractors, distributors, subsidiaries, partners, contributors or parent organizations, for any claim, demand or action made by any third

party, irrespective of the nature of the claim, demand or action, alleging loss, costs, damages, expenses, or injury (including injury from death) resulting from the User's authorized or unauthorized use, possession, modification, or alteration of the Software or the Demos.

We reserve the right to defend or settle itself, without the User's consent, of the claims, demands or actions brought against us, our agents, principals, shareholders, officers, employees, affiliates, contractors, distributors, subsidiaries, partners, contributors or parent organizations, at the User's expenses, including all associated costs, expenses and liabilities, including, without limitation, attorney's fees and the User will provide all useful assistance, at the User's own cost, to us in defending or settling the claims, demands or actions and assume all liability.

#### **13.0 ASSIGNMENT**

The User may not assign or try to assign or sublicense or otherwise deal with any of the rights and obligations under this EULA.

We shall be entitled to freely assign, at any time and without the User's prior consent, any or all of its rights and obligations under this EULA to any third party at its discretion whether or not as part of the transfer of all or a substantial part of its business. We will notify the User of any such assignment within one (1) month after such assignment becomes effective. The EULA will be binding on, and inure to the benefit of, our successors and/or assigns.

#### **14.0 WAIVER**

Our failure to exercise or enforce any of our rights under this EULA is not to be taken as or deemed to be a waiver of that right.

#### **15.0 SEVERABILITY**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

#### **16.0 AMENDMENTS TO THIS AGREEMENT**

We reserve the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

#### **17.0 GOVERNING LAW**

This EULA shall be governed and enforced in accordance with the laws of the country where the developer is located, excluding its conflicts of law / rules, shall govern this Agreement and your use of the Software. Your use of the Software may also be subject to Federal laws, Copyright laws, Intellectual Property laws and all International laws.

#### **18.0 END USER ACKNOWLEDGEMENT**

The User acknowledges to have read and understood this EULA and agrees to be bound by its terms. The express terms of the EULA are in lieu of all implied warranties of merchantability, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

#### **CONTACT US**

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