

## **End-User License Agreement (EULA)**

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#### **SUPPORT**

Licensor may periodically make available Software fixes, updates or new releases through automatic distribution and installation to Your and other users' Devices. To the extent required under any applicable law, You consent to receive these automatic Software distributions. Devices not operating or connecting with current Software may not operate properly.

#### **DATA BACKUP**

You hereby take full responsibility for safe storage and backup of all files and/or data that may be created, saved on or transferred from the Device. You acknowledge that it is possible that data and/or files may be lost or damaged, and further acknowledge and agree that You have sole responsibility to maintain all appropriate backup of files and data. By using the Device, You hereby agree to these terms, and agree that Licensor shall not be held liable for any loss, deletion or damage of any data or files for any reason, including any damages attributable thereto.

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### **SEVERABILITY**

In the event any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, You agree that the invalidity, voidness, or unenforceability shall affect neither the validity of this EULA nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

### **GOVERNING LAW**

This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the State of California, U.S.A., without application of conflicts of laws provisions. Exclusive venue shall be in the courts in California. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies) shall not apply to this Agreement and is hereby disclaimed. Any claim You might have against Licensor with respect to the Software must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

### **LICENSOR ENTITLED TO INJUNCTIVE RELIEF**

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### **TERM AND TERMINATION**

Your right to use the Software terminates automatically if You do not accept these terms and conditions. Licensor also reserves the right at any time and on reasonable grounds, which shall include, without limitation, any reasonable belief of fraudulent or unlawful activity, any failure to pay any applicable fee, or any actions or omissions that violate any term or condition of this EULA, to terminate immediately this EULA with You for breach. Termination or expiration of this Agreement will be effective immediately upon notice. In the event of termination, the license granted to You ends and You must cease using the Software and destroy or delete from your computer, laptop, work station, or network all copies of the Software (and any associated materials) in your possession. Moreover, the provisions concerning proprietary rights, confidentiality, warranties and warranty disclaimer, limitation of liability, governing law, enforcement, termination, entire agreement, and notice terms will survive the termination or expiration of this Agreement for any reason.

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This EULA and the documentation, installation and use instructions provided to You by Licensor represent the entire agreement between You and Licensor with respect to the Software and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and Licensor or any distributor or reseller with respect to the Software.