



## SOFTWARE END USER LICENSE AGREEMENT

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8. **Geographic and Export Restrictions.** If there is a geographic region indicated on your software packaging, then you may activate the Products only in that region. You must also comply with all domestic and international export laws and regulations that apply to the Products, which include restrictions on destinations, end users, and end use.

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10. **Auditing Rights and Required Records.** Upon Licensor's written request, you shall certify in a signed writing that your use of the Products is in full compliance with the terms of this EULA (including any restrictions in the applicable software order). Vaidio may, upon prior reasonable notice of at least ten (10) days, inspect and audit your records and use of the products to confirm your compliance with this EULA. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with your business activities. You are responsible for such audit costs only in the event the audit reveals that your use is not in accordance with the licensed scope of use and/or for unpaid license fees.

11. **Limited Warranty.** Vaidio provides a LIMITED WARRANTY for the Products, other than for trial software, which is licensed "as-is" and without express warranties, guarantees and conditions. Vaidio warrants that, for a period of one (1) year from the date of delivery of the Products to you, the Products will perform substantially in accordance with the accompanying user manual, and the media on which the Licensor Products reside will be free from defects in materials and workmanship under normal use. **VAIDIO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSOR PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED.** This limited warranty does not cover problems that you cause, or that arise when you fail to follow Vaidio's instructions, or that are caused by events beyond Vaidio's reasonable control. The limited warranty starts when the first user of your copy of the Products acquires that copy, and lasts for one year. Any supplements, updates, or replacement software that you may receive from Vaidio during that year are also covered, but only for the remainder of that one-year period or for thirty (30) days, whichever is longer. Transferring the Products will not extend the term of the limited warranty. Vaidio gives no other express warranties, guarantees, or conditions. Vaidio excludes all implied warranties, including those of merchantability, fitness for a particular purpose, and non-infringement. If your local law does not allow Vaidio's



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12. **Limited Remedy.** If Vaidio breaches its limited warranty, your only remedy is the repair or replacement of the Products. Vaidio may also, at its sole discretion, provide the option to refund to you all or a portion of the price you paid for the Products instead of repairing or replacing it. Prior to refund, you must uninstall the Products and return it to Vaidio with proof of purchase.

13. **Term and Termination.** This EULA shall remain in effect until terminated by Vaidio or you. Vaidio may, in its sole discretion, at any time and for any or no reason, suspend or terminate this EULA with or without prior notice. This EULA will terminate immediately, without prior notice from Vaidio, in the event that you fail to comply with any provision of this EULA. PLEASE REFER TO VAIDIO'S TERMS AND CONDITIONS FOR INFORMATION REGARDING YOUR OBLIGATIONS IN THE EVENT OF TERMINATION, SUSPENSION OF PRODUCT, OR EARLY TERMINATION.

14. **Severability.** If any provision of this EULA 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.

15. **Amendments to this EULA.** Vaidio reserves the right, at its sole discretion, to modify or replace this EULA at any time. If a revision is material, Vaidio will provide at least 30 days' notice to you prior to any new terms taking effect. Changes that constitute a material change will be determined at Vaidio's sole discretion.