GIT For Industry

End-User Licence Agreement

Version 1.0
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GIT for Industry (GFI)

End User License Agreement

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8. Termination.

This Agreement shall continue until terminated as set forth in this section. You may terminate this Agreement at any time. Your rights under this Agreement will terminate automatically and irrevocably without notice from DCC if You fail to comply with any term(s) of this Agreement, including any attempt to transfer a copy of the Software or Software license key (if any) to another party except as provided in this Agreement. Upon termination for any reason, the Agreement granted hereunder shall terminate and You shall immediately discontinue all use of the Software and destroy and remove from all computers, hard drives, networks and other storage media all copies of the Software, but the terms of this Agreement will otherwise remain in effect.

9. Export Law Assurances.

In connection with the Software, You agree to comply with all export laws and restrictions and regulations of United Kingdom or foreign agency or authority, and You agree not to export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations. By using the Software, You agree to the foregoing and represent and warrant that You are not located in, under the control of, or a national or resident of any restricted country.

10. Miscellaneous.

No agency, partnership, joint venture, or employment is created as a result of this Agreement and You do not have any authority of any kind to bind DCC in any respect whatsoever. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by You except with DCC's prior written consent. DCC may transfer, assign or delegate this Agreement and its rights and obligations without consent. This Agreement as well as all disputes arising out of or in connection with this Agreement shall be governed by and construed in accordance with English law without regard to or application of choice of law rules or principles. Any dispute arising out of or in connection with this Agreement, or in future agreements resulting therefrom, shall be exclusively resolved in the courts of England and Wales. You further agree not to bring claims on a representative, class member basis, or as a private attorney general, and agree not to assert any claims against DCC unless such claims are asserted by You in the forum required by this Agreement no later than one year following the date that your claim or cause of action arose.

This Agreement constitutes the entire agreement between You and SmartDCC Ltd. with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter. We reserve the right to modify this Agreement at any time by providing such revised Agreement to you or by publishing the revised Agreement on the Website. Your continued use of the Software shall constitute your acceptance to be bound by the terms and conditions of the revised Agreement. If any clause of this Agreement is declared invalid, illegal or not enforceable, the clause concerned will be stricken, and the remainder of the Agreement will remain fully in force. Our failure to exercise any right hereunder shall not operate as a waiver of our rights to exercise such right or any other right in the future. We are allowed at our sole discretion to assign this Agreement or any rights hereunder without giving prior notice.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO INSTALL THE SOFTWARE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO SMARTDCC LTD. THE RIGHTS SET FORTH HEREIN.

Version	Date	Notes
1.0	06/07/2015	First Release

Table 1 - Version