

NCOVER END-USER LICENSE AGREEMENT

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- C. **Links to Third Party Sites:** You may link to third party sites through the use of the Software. The third party sites are not under the control of Gnosio, and Gnosio is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Gnosio is not responsible for webcasting or any other form of transmission received from any third party sites. Gnosio is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Gnosio of the third party site.
- D. **Additional Software/Services:** This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Gnosio may provide to you or make available to you after the date you obtain your initial copy of the Software, unless Gnosio provides other terms along with the update, supplement, add-on component, or Internet-based services component. Gnosio reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software.
- E. **Upgrades:** To use Software identified as an upgrade, you must first be licensed for the software identified by Gnosio as eligible for the upgrade. After upgrading, you may no longer use the software that formed the basis for your upgrade eligibility.

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- H. Applicable Law: This EULA is governed by the laws of the State of South Carolina, excluding that body of law applicable to choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods, if applicable. Any legal action or proceeding relating to this EULA shall be instituted in a state or federal court in Greenville County, South Carolina. Gnosco and you agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such action or proceeding. The prevailing party in any action to enforce this EULA will be entitled to recover its attorney fees and costs in connection with such action.
- I. Relationship of the Parties: Nothing in this EULA shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all times be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever.
- J. Waiver: The failure of either party to enforce any of the terms of this EULA shall not be construed as a waiver of future enforcement of that or any other term.
- K. Entire Agreement; Severability: This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you and Gnosco relating to the Software and the support services (if any) and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Gnosco policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.
- L. Assignment: You may not assign this EULA or your rights, obligations or interest under this EULA, except with the prior written consent of Gnosco.
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