

End-User License Agreement

Last updated: January, 2, 2023

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4. Reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding the limitation.

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Update and Maintenance

Raindigit LLC may provide updates and maintenance as needed.

Support

Raindigit LLC has no obligation to Software support, or to continue providing or updating any of the Software.

General Provisions

Integration

Both parties hereby agree that this EULA is the entire and exclusive statement and legal acknowledgement of the mutual understanding of the parties and supersedes and cancels any previous written and oral agreement and/or communication relating to the subject matter of this EULA.

Severability

No delay or failure to exercise, on the part of either party, any privilege, power or rights under this EULA shall operate as a waiver of any of the terms and provisions of this EULA. Accordingly, no single or partial exercise of any right under this Agreement shall preclude further exercise of any other right under this EULA. Suppose any of the outlined provisions of this EULA is deemed to be unenforceable or invalid in whole or in part by a court of competent jurisdiction. In that case, such provision shall be limited to the minimum extent necessary for this EULA to remain in full force and effect and enforceable. The remaining provisions of this Agreement shall not be rendered unenforceable or invalid. They shall continue to be enforceable and valid in isolation of the unenforceable and invalid provisions of this EULA.

Warranty and Disclaimer

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The Licensee agrees that the Raindigit LLC shall not be liable to Licensee, or any other related person or entity claiming any loss of profits, income, savings, or any other consequential, incidental, special, punitive, direct or indirect damage, whether arising in contract, tort, warranty, or otherwise even if Raindigit LLC has been advised of the possibility of such damages. These limitations shall necessarily apply regardless of the primary purpose of any limited remedy. Under no circumstances shall Raindigit LLC aggregate liability to the Licensee, or any other person or entity claiming through the Licensee, exceed the actual monetary amount paid by the Licensee to Raindigit LLC for the Software.

Indemnification

You hereby agree to indemnify and hold Raindigit LLC harmless from and against all liabilities, damages, losses or expenses, including but not limited to reasonable attorney or other professional fees in any claim, demand, action or proceeding initiated by any third-party against Raindigit LLC, arising from any of your acts, including without limitation, violating this EULA or any other agreement or any applicable law.

Governing Law and Jurisdiction

This EULA shall be deemed to be construed under the jurisdiction of the courts located in the United States of America, without regard to conflicts of laws as regards the provisions thereof. Any legal action relating to this EULA shall be brought exclusively in the courts of the United States of America, and all parties consent to the jurisdiction thereof. Furthermore, the prevailing party in any action to enforce this EULA shall be entitled to recover costs and expenses including, without limitation, legal fees. Accordingly, this EULA is made within the exclusive jurisdiction of the United States of America, and its jurisdiction shall supersede any other jurisdiction of either party's election.