

# SW Compliance End User License Agreement

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SWC and Licensee agree as follows:

## 1. Definitions

“**Affiliate**” means: (a) a legal entity that is controlled by Licensee, controls Licensee, or is under the common control of Licensee and a Related Body Corporate of Licensee (where “Control” means more than 50% of the voting power or ownership interests. If an entity ceases to meet this criteria, it will cease to be an Affiliate under this EULA;

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(b) by an amount considered by SWC to be reasonable if we determine that the existing Subscription Fee does not give SWC an appropriate return when compared to returns from other customers, but in no event will any such increase be greater than ten (10) percent of the previous Subscription Fee; and/or

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## **7. Audits and Noncompliance.**

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**7.2. Conduct.** Audits will be conducted during regular business hours and will not interfere unreasonably with Licensee's business. SWC will provide Licensee with 7 days prior notice of each audit. Licensee will allow SWC to make copies of relevant Licensee records. SWC will comply with all applicable data protection regulations.

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**10.4.** NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (II) FRAUD OR DECEIT; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW.

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**11.1. Termination for Default.** Either party may terminate this EULA if the other party: (a) becomes insolvent; and (b) has a receiver or receiver manager appointed with respect to it or any of its assets. Without prejudice to each right or remedy of a non-breaching party, either party may terminate this EULA for material breach by written notice, effective 10 days after notice unless the other party first cures the breach.

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