

End-User License Agreement for LiteSpeed Software

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3.1 Limited Warranty. With respect to the SOFTWARE PRODUCT licensed under Section 1(b) (i.e. permanent license), LITESPEED warrants you and for your benefit only that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of thirty (30) days from the date of

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4. LIMITATION OF LIABILITY.

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5. DATA PROTECTION AND GDPR COMPLIANCE.

LITESPEED agrees to deal with personal data relevant to your end-users in accordance with applicable data protection laws and regulations and the following: (a) with respect to personal data provided in connection with sales and marketing activities or use of LITESPEED websites, the LiteSpeed Privacy Policy at <https://www.litespeedtech.com/company/privacy-policy> ; and (b) with respect to any personal information of European Union residents processed in connection with the SOFTWARE PRODUCT, the GDPR Statement included within the aforementioned Privacy Policy. You agree to provide any notices and obtain any consent necessary for LITESPEED to access and process personal and other data as specified in this Agreement. The Privacy Policy, and the GDPR Statement are incorporated herein by reference.

6. TERMINATION.

This EULA shall be effective from the date You download, install or otherwise use the SOFTWARE PRODUCT. This EULA will terminate immediately without notice from LITESPEED if you fail to comply with any provision of this EULA. Upon Termination, you must destroy all copies of the SOFTWARE PRODUCT. You may terminate this EULA at any time by destroying all copies of the SOFTWARE PRODUCT.

7. SEVERABILITY.

If any provision of this EULA is held unenforceable, this EULA shall remain in effect with the provision reformed to the extent necessary to make it enforceable, unless to do so would frustrate the intent of the parties, in which case the EULA will immediately terminate.

8. GOVERNING LAW.

This EULA shall be governed and be construed by the laws of state of New Jersey and controlling U.S. federal law.

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The SOFTWARE PRODUCT may be subject to U.S. export laws or regulations and/or export or import regulations in other countries. Each party shall comply fully with all such laws and regulations to the extent applicable and further acknowledges its responsibility to obtain such licenses to export or import as may be required.

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