End User License Agreement

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YOU agree that in the event of actual or threatened breach of this Section by YOU, Grazitti will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

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- Software stops working because of any changes made by Software Related Platform(s) in their services or business model or data availability or connectivity.

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(a) any loss of business;
(b) loss of reputation;
(c) loss of profits or goodwill;
(d) loss of use;
(e) loss or damage to or corruption of data;
(f) the unauthorized disclosure of sensitive, valuable, or confidential information;
(g) loss attributable to your failure to make and retain reasonable backups of your data;
(h) interruption of business;
(i) any indirect, special, incidental, punitive or consequential damages; and
(j) any costs of procuring substitute goods, services, technology or rights.

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8. Governing Law and Dispute Resolution
7.1 This Agreement shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles.

7.2 Any dispute, difference or controversy arising out of or in connection with this contract, including any question regarding its existence, operation, termination, validity or breach between the Parties which
cannot be amicably resolved through negotiations within thirty (30) days from the first date that a party notifies the other of such dispute arising out of or in connection with this Agreement, shall first be referred to mediation at the Indian Institute of Arbitration & Mediation (IIAM) and in accordance with its then current Mediation Rules and as per the Arbitration & Conciliation Act, 1996. If the mediation is abandoned by the mediator or is otherwise concluded without the dispute or difference being resolved, then such dispute difference or controversy shall be referred to and determined by arbitration as per the Arbitration & Conciliation Act, 1996 by IIAM in accordance with its Arbitration Rules. The arbitration and mediation, including the rendering or the award, will be conducted in Panchkula, Haryana unless the parties otherwise agree. Each party will bear the expense of its own representative and common expenses will be divided equally.

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(c) If any part of this EULA is held by a court of competent jurisdiction to be unenforceable for any reason whatsoever, then YOU and Grazetti agree that the validity of the remainder of terms will not be affected.
(d) No variation, amendment of or addition to this EULA shall be effective without Grazetti' prior written consent.

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This EULA and any addendum or amendment to this EULA are the entire agreement between YOU and Grazetti with respect to the Software and supersede all previous communications, representations, understandings and agreements, either oral or written, with respect to the Software or other subject matter covered by this EULA.