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These Licensing Provisions apply to all licenses for Software resold by authorized QAD distributors.

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The following terms will have the following meanings in these Licensing Provisions:

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Article 2. Licenses

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2.10 Licensee Guarantee. Licensee guarantees the performance of each Affiliate and shall indemnify distributor or QAD from any damages resulting from Affiliate's failure to perform.

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8.5 Internet Based Software. Certain Software provided by QAD is for use via the internet. QAD accepts no responsibility or liability for a Licensee's connection to the internet, the availability of the internet, lapses in online security, or improper use of a Licensee's information by a third party.

Article 9. Termination

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Article 10. Miscellaneous

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10.6 Force Majeure. Except as it relates to Licensee's obligation to make payments, neither party shall be liable for delays or non-performance if such delays or non-performance are beyond such party's reasonable control provided the party takes reasonable steps to remedy the delay or non-performance promptly.

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