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

Article 1. Definitions

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

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Article 2. Licenses

2.1 Software and Cloud Services Terms. The terms of the Software and Cloud Services Terms are hereby incorporated by reference into these Licensing Provisions, but only to the extent that they concern products licensed

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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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10.7 Waiver. The waiver by any party of a breach or default by the other party of any provision of these Licensing Provisions shall not be construed as a waiver by such party of any succeeding breach or default by the other party of the same or another provision.

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