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- c. The Software Subscription and License Agreement and all agreements which will arise thereof will be subject to the laws of the Netherlands. The Vienna Convention on the International Sale of Goods will not apply.
- d. HAI does not promise that the Software will function on or be compatible with your device. HAI does not promise or warrant that any device will be compatible with the functionality available through the hosting service. It is Subscriber and/or any End-user’s sole responsibility to ensure that Subscriber and/or any End-user’s device and internet access are compatible with the software and the server functionality.
- e. This Subscription contract includes costs from third parties (Microsoft and Influx DB licenses and cloud hosting). If these prices change, we may have to adjust our prices accordingly.

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- a. As a condition of use of the Software, Subscriber and/or any End-user may not use the Software for any purpose that is unlawful or prohibited by these Terms of Use. We reserve the right to suspend or terminate this Subscription if the Software is used for an unauthorized purpose. The use of the Software for the commercial benefit of third parties other than subsidiaries of the Subscriber is explicitly forbidden.
- b. End-user agrees not to use the Software or the Subscription to interfere with or disrupt servers or networks connected to the Software.

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- a. This Agreement is governed by the laws of the Netherlands. The Vienna Convention on the International Sale of Goods shall not apply.
- b. Disputes arising between HAI and the Subscriber in connection with this Agreement or in connection with further Agreements which arise under this shall be settled by the District Court (“Rechtbank”) of Dordrecht, which shall be the sole competent Court subject to appeal and cassation.
- c. If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect. Failure or delay in enforcing any right or provision of this Agreement shall not be deemed a waiver of such right or provision with respect to any subsequent breach. Provisions herein which by their nature extend beyond the termination of any license of Software will remain in effect until fulfilled.
- d. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. End-user’s additional or different terms and conditions will not apply. This Agreement may not be changed except by an amendment signed by an authorized representative of each party.