



End User License Agreement

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Support

You are responsible for obtaining and maintaining any equipment and ancillary services needed to connect to or access the Software. Any updates to the Software will be provided as a part of the support services procured by you for the Software. No other support services are included.

User Content

You shall retain all rights, title, and interest in any material created by you (“User Content”) and used with the Software in connection with the intended purposes of the Software as may be described in the Documentation. Astute Review has no obligation to monitor any User Content and shall have no liability to you or any other person or entity with respect thereto, including, without limitation, liability with respect to any information contained in or apparent from any User Content. You warrant that you have a license to all User Content and that no User Content infringes, misappropriates or violates the rights of any person or entity or any applicable law, rule or regulation of any government authority.

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Astute Review reserves the right at any time to change any information, specifications, features or functions of the Software or Documentation, including the suspension or discontinuance of the Software, or the implementation of limits on certain features. Astute Review will use commercially reasonable efforts to notify you of any such change that in Astute Review’s opinion, may materially diminish the functionality of the Software.

Astute Review may from time to time update or revise this Agreement. If Astute Review updates or revises this Agreement, Astute Review will notify you by e-mail, if you have provided your e-mail address, and by posting the updated or revised Agreement to its website. If you cancel your subscription within ten days of Astute Review posting its notice of a change to the Agreement on its website, or within ten days of Astute Review sending its notice of change to the Agreement, then you shall receive a pro-rated refund of your Fees.

Third Party Software

The Software includes software modules licensed from third parties. To the extent such third party licenses expressly supersede the terms of this Agreement, the third party licenses shall control.

Consent to Receive E-mail

Your registration to use the Software constitutes your consent to receive e-mail communications from Astute Review, including messages regarding customer service issues and other matters. You may opt out of e-mail correspondence, except for technical notifications, at any time, by following the link included in the e-mail messages.

Data Collection and Privacy

Except to the extent provided by you, Astute Review does not collect personally identifiable information. Astute Review does track usage of the Software including time spent using the Software, number of documents analyzed with the Software, suggestions made by the Software, revisions accepted by the user, and other similar analytics that assist Astute Review in improving the Software. Astute Review does not, however, track or store IP addresses, track or store the content of data reviewed, or use cookies to connect use of the Software with any particular user of the Software.

Warranty Disclaimer

Except for any express limited warranty offered by Astute Review for which your remedy is limited to repair, replacement or refund, the Software is provided on an “as-is” basis and Astute Review makes no warranties to any person or entity with respect to the Software and disclaims all implied warranties, including without limitation warranties of title, non-infringement, merchantability and fitness for a particular purpose.

Indemnity

You shall indemnify, release and hold harmless Astute Review and each of its respective officers, directors, employees and agents, from and against any loss, liability and costs (including reasonable attorneys fees, court costs, and other litigation expenses) relating to any claim or demand made by any third party due to or arising out of your access to the Site, use of the Software, violation of this Agreement, or infringement of any intellectual property or other right of any person or entity.

Limitation of Liability

In no event shall Astute Review or its licensors be liable under contract, tort, strict liability or other legal or equitable theory for any indirect, incidental, special or consequential damages in connection with your use of the Software, third party use of the Software enabled by you, or your third party use of any data or content enabled by the Software. Notwithstanding anything herein to the contrary, the total liability of Astute Review arising out of this Agreement for paying users, including but not limited to damages or liability arising out of contract, tort, breach of warranty,

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Government End Users

If you are an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the Software, or any related Documentation is restricted by this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited.

Governing Law

This Agreement shall be interpreted under the laws of the state of Illinois without regard to conflicts of laws provisions thereof. You agree that any disputes arising under this Agreement shall be settled by arbitration of a three-judge panel in Chicago, Illinois. Each party is to select one arbitrator with the parties' selected arbitrators then selecting the third arbitrator. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the complaining party knew or should have known of the dispute.

Force Majeure

If Astute Review is unable to perform any obligation under this Agreement because of any matter beyond its reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts of local or central government, problems with communications providers, hostile network attacks, or any other events beyond Astute

Review's reasonable control, Astute Review will have no liability to you for such failure to perform; provided, however, that Astute Review shall resume performance promptly upon removal of the circumstances prohibiting performance.