



# DG COMPUTER-BASED TRAINING

www.dgcbt.com

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The DGCBT Training Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

The DGCBT Training Software is licensed, not sold. Any rights not explicitly granted under this EULA are hereby reserved.

The EULA grants you the following personal, non-exclusive, non-transferable rights:

(a) Employees of your organization may install the courses on their computers or file servers to conduct training.

(b) You will not use the source code from the DGCBT Training Software in any software project.

You will not allow others to use the source code from the DGCBT Training Software in any software project.

(c) You agree not to rent or lease the DGCBT Training Software, nor use the DGCBT Training Software to render time sharing or service bureau services.

(d) DGCBT retains title to the DGCBT Training Software in all forms whatsoever.

(e) All rights not expressly granted herein are reserved by DGCBT.

### 2. WARRANTY, REMEDY AND LIMITATIONS

(a) DGCBT warrants only that the DGCBT Training Software will perform in substantial accordance with the accompanying documentation.

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(c) In no event shall DGCBT's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount paid by you for the DGCBT Training Software.

(d) Except as provided above, the DGCBT Training Software is provided "AS IS" and without warranties, express or implied, including the implied warranties of merchantability or fitness for a particular purpose. You assume all risks as to selection, quality, installation, results and performance.

DGCBT does not warrant that the DGCBT Training Software will meet your requirements or that the operation of the DGCBT Training Software will be uninterrupted or error free.

(e) DGCBT shall not be liable for any special, incidental, indirect, or consequential damages whatsoever (including without limitation loss of business or profits, business interruption or delay, loss or inability to use data), even if DGCBT has been advised of the possibility of such damages.

(f) The above warranties are exclusive and no other warranties are made by DGCBT or its licensors, whether expressed or implied, including the implied warranties of merchantability, fitness for a particular purpose, or non infringement.

### 3. BREACH AND TERMINATION.

(a) The license will terminate automatically if you fail to comply with the limitations described herein.

On termination, you must destroy all copies of the DGCBT Training Software and documentation.

Otherwise, this EULA shall remain in force until terminated.

You may terminate this EULA at any time by destroying all copies of the DGCBT Training Software and documentation.

(b) Upon termination of this Agreement, all rights and licenses granted hereunder shall immediately terminate and all software and other proprietary information of DGCBT in the possession of you or under your control, shall be immediately destroyed. End user licenses properly granted pursuant to this Agreement and prior to termination of this Agreement shall not be diminished or abridged by the termination of this Agreement.

### 4. GENERAL

(a) This EULA shall be governed by and construed under the substantive laws of the United Kingdom, without regard to choice of law provisions.

If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby.