

# Nebbiolo End User License Agreement

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**Trust-Based Licensing Model.** Certain Software licensed under this Agreement does not include programmatic license enforcement. It is Customer's responsibility to ensure compliance with this Agreement, including, without limitation, all applicable restrictions set forth herein or in any Proof of Entitlement. By adopting this trust-based licensing model, Nebbiolo does not waive its right to enforce any aspect of this Agreement at any time. Additionally, Nebbiolo's knowledge of Customer's use of the Software beyond the scope of the license shall not operate as a waiver of Nebbiolo's rights to enforce the terms of this Agreement under any legal or equitable doctrine.

**Reports and Audit.** Customer agrees to monitor its use of the Software and generate accurate, complete and auditable records of its level of use. If at any time Customer becomes aware that it has used any Software without paying any applicable Fees or in excess of the limitations set forth in any applicable Proof of Entitlement, Customer shall promptly notify Nebbiolo and/or an authorized Nebbiolo reseller in writing of such use and pay any additional Fees for the type of the Software or the features or functionality thereof actually used by Customer. Customer agrees that Nebbiolo shall have the right, at Nebbiolo's expense, to audit Customer's use of the Software on at least 15 business days' advance notice, during Customer's normal business hours and no more frequently than twice each year, which audit shall not unreasonably interfere with Customer's business.

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**General Provisions.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflict of laws provisions thereof.

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