

i2ACT (Assessment & Compliance Tool)

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Ver 1.0

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With the limited exception of the third-parties noted and explicitly addressed above, this Agreement is intended to exist and inure for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer on any other third-party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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If any portion of this Agreement is deemed invalid, illegal or unenforceable, such portion shall be stricken or rewritten without affecting or invalidating any other portions of the Agreement and all remaining portions shall be construed in a manner that gives effect to the parties' clear intent. For purposes of this Agreement, the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; the word "or" is not exclusive; and the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement, as a whole. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

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