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- 2.1.7 to comply with all applicable technology control or export laws and regulations.

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- 3.2 You acknowledge that you have no right to have access to the Software in source code form.

4 LIMITED WARRANTY

- 4.1 We warrant that the Software will, when properly used and on an operating environment for which it was designed, perform substantially in accordance with the functions described in the Documents for the duration of your license term (**Warranty Period**).
- 4.2 If, within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.
- 4.3 The warranty does not apply:
 - 4.3.1 if the defect or fault in the Software results from you or any third party having altered or modified the Software; or
 - 4.3.2 if the defect or fault in the Software results from you having used the Software in breach of the terms of this Licence; or
 - 4.3.3 if the defect or fault in the Software results from use of the Software with in conjunction with any software or hardware which has not been provided by us
 - 4.3.4 if the defect is in any feature that has been released since the beginning of your license term (Warranty Period).

5 LIMITATION OF LIABILITY

- 5.1 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.
- 5.2 We only supply the Software and Documents for internal use by your business, and you agree not to use the Software or Documents for any re-sale purposes.
- 5.3 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- 5.3.1 loss of profits, sales, business, or revenue;
 - 5.3.2 business interruption;
 - 5.3.3 loss of anticipated savings;
 - 5.3.4 loss or corruption of data or information;
 - 5.3.5 loss of business opportunity, goodwill or reputation; or
 - 5.3.6 any indirect or consequential loss or damage.
- 5.4 Other than the losses set out in condition 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 100% of the licence fee paid by you to us or our authorised distributor for the Software. This maximum cap does not apply to condition 5.5.
- 5.5 Nothing in this Licence shall limit or exclude our liability for:
- 5.5.1 death or personal injury resulting from our negligence;
 - 5.5.2 fraud or fraudulent misrepresentation;
 - 5.5.3 any other liability that cannot be excluded or limited by English law.
- 5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6 TERMINATION

- 6.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 6.2 Upon termination for any reason:
- 6.2.1 all rights granted to you under this Licence shall cease;
 - 6.2.2 you must immediately cease all activities authorised by this Licence; and
 - 6.2.3 you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

7 EVENTS OUTSIDE OUR CONTROL

- 7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition 7.2.
- 7.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.
- 7.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
- 7.3.1 our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - 7.3.2 we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

8 OTHER IMPORTANT TERMS

- 8.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 8.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 8.3 This Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this in this Licence or any document expressly referred to in it.
- 8.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 8.5 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 8.6 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.