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- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
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- (d) breach of section 2 of the Consumer Protection Act 1987; or
- (e) the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors.

6.3 Without prejudice to condition 6.2, neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

- (a) loss of income;
- (b) loss of business profits or contracts;
- (c) business interruption;
- (d) loss of the use of money or anticipated savings;
- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data; or
- (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this condition 6.3 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of condition 4 or any other claims for direct financial loss that are not excluded by any of categories (a) to (h) inclusive of this condition 6.3.

6.4 Subject to condition 6.2 and condition 6.3, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort

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7. INDEMNITY

- 7.1 You agree to indemnify, defend and hold Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Software pursuant to the terms of this Licence.

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- 9.2 All other terms and conditions of the Licence apply to your use of the Software.

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- 10.1 This Licence is binding on you and us and on our respective successors and assigns.

10.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

10.3 The Licensor may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of his rights or obligations arising under it, at any time during the term of the Licence.

11. EVENTS OUTSIDE THE LICENSOR'S CONTROL

11.1 The Licensor will not be liable or responsible for any failure to perform, or delay in performance of, any of his obligations under this Licence that is caused by an event outside his reasonable control (“**Force Majeure Event**”).

11.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks;
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

11.3 The Licensor's performance under this Licence is deemed to be suspended for the period that the Force Majeure Event continues, and he will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence may be performed despite the Force Majeure Event.

12. WAIVER

12.1 If the Licensor fails, at any time during the term of this Licence, to insist on strict performance of any of your obligations under this Licence, or if the Licensor fails to exercise any of the rights or remedies to which he is entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by the Licensor of any default shall not constitute a waiver of any subsequent default. No waiver by the Licensor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

13. SEVERABILITY

13.1 If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14. ENTIRE AGREEMENT

- 14.1 This Licence and any document expressly referred to in it constitute the whole agreement between us and supersedes any previous arrangement, understanding or agreement between us, relating to the licensing of the Software.
- 14.2 We each acknowledge that, in entering into this Licence (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (“Representation”) of any person (whether a party to this Licence or not) other than as expressly set out in this Licence or those documents.
- 14.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in this Licence.
- 14.4 Nothing in this clause shall limit or exclude any liability for fraud.

15. LAW AND JURISDICTION

- 15.1 This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS LICENCE, YOU MAY CONTACT US IN WRITING AT:

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