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**NOW THE PARTIES AGREE as follows:-**

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1.1 We own or distribute under licence the Software and agree to grant you a non-exclusive and non-transferable licence to use the Software for the term in accordance with the terms and conditions of this licence agreement ("Agreement");

1.2 You agree that you have read this document carefully and agree to be bound by the terms and conditions of this Agreement;

1.3 In consideration of the licence to use this Software for a fixed term, you shall pay the Licence Fee (as set out in the registration form or quotation) to us and any addition support fees as agreed. The term shall be extended prior to expiry of the original licence. Failure to extend the licence and support fees shall invalidate the licence and future use shall be prohibited.

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You may install the Software on the hard disk of any single compatible computer that you own, whether workstation or file server and whether real or virtual. You may use the Software on any single workstation that you have registered for that purpose. However, you may not under any circumstances have the Software installed on to the hard drives of two or more computers at the same time [nor may you install the Software on to the hard disk drive of one computer and then use the original media on another computer]. If you wish to use the Software on other workstations, you must register the Software for use on each additional workstation on which you want to use it;

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3.1 You may not, without written permission from us:

3.1.1 use, store, copy, modify, merge, or transfer copies of the Software or documentation except as provided in this Agreement;

3.1.2 use any back-up or archival copies of the Software (or allow anyone else to use such copies) for any purpose other than to replace the original copy in the event it is destroyed or becomes defective;

3.1.3 disassemble, decompile or "unlock", reverse translate, or in any manner decode the Software for any reason, except as otherwise expressly permitted by the applicable law in your jurisdiction, or

3.1.4 attempt to manipulate the software or the system running the software so as to enable it to run beyond its registered term;

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3.1.6 use the software beyond the agreed as specified in clause 1.3 above.

### 4. Limited Warranty

4.1 We warrant, for a period of 120 days from the date you acquired the license to use the Software from us or our authorised dealer:

4.1.1 Media. The downloaded programmes, media and documentation comprising the Software will be free from defects in materials and workmanship under normal use. If the programmes, media or documentation fail to conform to this warranty, you may, as your sole and exclusive remedy, obtain a replacement free of charge;

4.1.2 Software. The Software will materially conform to the documentation that accompanies the Software. If the Software fails to operate in accordance with this warranty, you may, as your sole and exclusive remedy, return all of the Software and the documentation to the authorised dealer from whom you acquired it, along with a dated proof of purchase, specifying the problem, and we will provide you with a new version of the Software;

4.1.3 Warranty Disclaimer. We do not warrant that this Software will meet your requirements or that its operation will be uninterrupted or error-free. We exclude and expressly disclaim all express and implied warranties or conditions not stated herein;

4.1.4 Savings. Some jurisdictions do not allow the exclusion of certain implied warranties or conditions, so the above exclusion(s) may not apply to you, and does not exclude any implied warranties or conditions which may not, under applicable law, be excluded. This limited warranty gives you specific legal rights, and is in addition to any other legal rights you may have, which vary from jurisdiction to jurisdiction. THIS AGREEMENT DOES NOT AFFECT YOUR STATUTORY

## RIGHTS.

### 5. Limitation of Liability

5.1 We shall not be liable to you for any loss whatsoever arising in respect of this agreement including any indirect or consequential damages (including loss of profits);

5.2 Notwithstanding clause 5.1, if there is any event or circumstance resulting in liability, our liability for such losses shall not exceed the amount you paid for the Software;

5.3 Nothing in this Clause limits our liability to you in the event of death or personal injury resulting from our negligence;

### 6. Confidentiality

6.1 The Software and documentation relating thereto contains confidential information and you agree not to disclose such information to any third party other than your own employees or authorised agents without our prior consent;

6.2 The obligation of confidentiality under Clause 6.1 includes any confidential information relating to the Software which is obtained by you as the result of any analysis or decompilation expressly permitted by the applicable law in your jurisdiction;

6.3 All of this Clause 6 shall survive the termination of this Agreement.

### 7. Export Controls

7.1 You agree that you will not directly or indirectly transfer the Software or documentation to any country to which such transfer would be prohibited by any applicable export control laws.

### 8. Termination

8.1 This licence and your right to use the Software shall automatically terminate:

8.1.1 if you fail to comply with any provisions of this Agreement;

8.1.2 if you destroy the copies of the Software in your possession or voluntarily return the Software to us, or

8.1.3 if you transfer the Software to another party in accordance with Clause 2.1.3;

8.1.4 if you fail to renew the licence following expiry.

8.2 Upon termination you will destroy or return to us all copies of the Software and documentation other than those copies transferred to another party in accordance with Clause 2.1.3. You shall not thereafter use the software for any purpose whatsoever;

8.3 Except in cases of serious or irremediable breach, we will give you notice of any breach and a reasonable opportunity to cure the breach before the Agreement is terminated under Clause 8.

### 9. Miscellaneous Provisions

9.1 We shall not be liable for any delay or failure to perform our obligations under this agreement if such failure or delay is due to *force majeure*;

9.2 Except as otherwise expressly mandated by the relevant law in your jurisdiction, this Agreement will be governed by, and construed in accordance with, the substantive laws of England whose courts shall have jurisdiction over all disputes which may arise between us;

9.3 This is the entire agreement between us relating to the Software licence, and supersedes any prior purchase order, communications, advertising or representations concerning the Software licence;

9.4 No change or modification of this Agreement will be valid unless it is in writing, and signed by us.

If you have any questions about this Agreement, either contact us or our authorised dealer.

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