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 - 5.1.2. it has tested the Software for viruses using commercially available virus-checking software, consistent with current industry practice.
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 - 6.2.3.** loss of the use of money or anticipated savings;
 - 6.2.4.** loss of information;
 - 6.2.5.** loss of opportunity, goodwill or reputation;
 - 6.2.6.** loss of, damage to or corruption of data; or
 - 6.2.7.** any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including without limitation negligence), breach of contract or otherwise.
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- 7.1.1.** 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; or
 - 7.1.2.** a petition for a bankruptcy order to be made against you has been presented to the court; or
 - 7.1.3.** the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986).
 - 7.1.4.** anything analogous to anything in 7.1.2 or 7.1.3 above occurs or applies in any other jurisdiction.
- 7.2.** Upon termination for any reason:
- 7.2.1.** all rights granted to you under this Licence shall cease;
 - 7.2.2.** you must cease all activities authorised by this Licence;
 - 7.2.3.** you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
 - 7.2.4.** you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

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- 8.1.** This Licence is binding on you and the Licensor, and on our respective successors and permitted assigns.
- 8.2.** 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.
- 8.3.** We may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of the Licence.

9. NOTICES

- 9.1.** All notices given by you to us must be given to us at the address referred to above. We may give notice to you at either the e-mail or postal address you provided to us or our distributor when purchasing the Software. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

10. EVENTS OUTSIDE OUR CONTROL

- 10.1.** 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 events outside our reasonable control (**Force Majeure Event**).
- 10.2.** 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:
- 10.2.1.** strikes, lock-outs or other industrial action;
 - 10.2.2.** civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 10.2.3.** fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 10.2.4.** impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 10.2.5.** impossibility of the use of public or private telecommunications networks;
 - 10.2.6.** the acts, decrees, legislation, regulations or restrictions of any government.
- 10.3.** Our performance under this Licence is deemed to be suspended for the period that the Force Majeure Event continues, and we 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.

11. WAIVER

- 11.1.** If we fail, at any time during the term of this Licence, to insist upon strict performance of any of your obligations under this Licence, or if we fail to exercise any of the rights or remedies to which we are 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.
- 11.2.** A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 11.3.** No waiver by us 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.

12. SEVERABILITY

- 12.1.** 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.

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- 13.1.** This Licence and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Software and Documentation and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 13.2.** We each acknowledge that, in entering into this Licence, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into this Licence except as expressly stated in this Licence.
- 13.3.** Neither of us or the Licensor's distributor shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Licence (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

14. LAW AND JURISDICTION

- 14.1.** This Licence and any disputes arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) are governed by and construed in accordance with English law. Any dispute arising from, or related to, any term of this Licence, its subject matter or formation (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

15. EXPORT – USE AND CONTROL

- 15.1.** The Software must not be used, wholly or in part, in connection with the development, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles capable of delivering such weapons or in any application or system where the failure of the software to perform can reasonably be expected to

result in personal injury or loss of life. Any breach of this clause 15.1 shall be a material breach of the Licence incapable of remedy.

- 15.2.** This Licence is expressly made subject to any regulations, orders, or other restrictions on the export from the UK of the Software or information about such Software, which may be, imposed from time to time by the UK government.

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