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- 1.2 **"You"** means the Person who has purchased a licence to use the Software on the terms set out in this Licence Agreement (and "Your" shall be construed accordingly)
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5.1 This Licence Agreement (and Your right to use the Software) shall terminate forthwith without notice from DYALOG LTD. in the event that:

5.1.1 You are in breach of any of the terms of this Licence Agreement (including any failure to pay any Fees); or

5.1.2 You are made subject to any insolvency (or, as appropriate, any bankruptcy) proceedings in the courts of the country where You are domiciled or resident.

5.2 Forthwith on termination of this Licence Agreement for any reason You shall (at your own expense) return to DYALOG LTD. any copies of the Software in your possession or under your control (or, at DYALOG LTD.'s direction, destroy the same).

5.3 Termination of this Licence Agreement shall be without prejudice to DYALOG LIMITED's accrued rights and the continuance in force of those clauses stated or intended to remain in force including (without limitation) clauses 2.5, 3.1, 4.1, 5.2, 6.1 and 7-11 inclusive.

#### **6. Confidentiality**

6.1 The Software and all other materials and information relating thereto shall be strictly retained under Your control as confidential materials. You undertake (both during the term of this Licence Agreement and after its termination or expiry) to take all reasonable precautions to maintain the confidentiality of the Software including all ancillary materials or information.

#### **7. Warranties/Exclusions**

7.1 DYALOG LTD. warrants that any media on which the Software is supplied shall be free from material defects for a period of thirty (30) days from the date of acceptance of the terms of this Licence Agreement by You. Should You notify DYALOG LIMITED within the said period of any such defect and should DYALOG LIMITED accept that there is a defect then DYALOG shall at its option repair or replace the defective Software or refund an appropriate part of the Fees.

- 7.2 Subject to 7.1 above, and as may otherwise be set out in any written specification, the Software (and any written or other materials supplied) is provided "As Is" and no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the condition, performance, quality or fitness for purpose of the Software is given by DIALOG LTD. and all such are excluded to the fullest extent permitted by Law. Furthermore no warranty is given that the use of the Software will comply with the Laws of any country to which the Software may be exported. Your entire remedies in relation to any defects are as set out in clause 7.1.
- 7.3 Without prejudice to 7.2 above, DIALOG LTD.'s maximum liability in any event for all claims made under or in respect of matters arising out of this Licence Agreement however arising shall not exceed a sum equivalent to 2 x the total of all Fees paid by You at that time.
- 7.4 Under no circumstances will DIALOG LTD. or any Third Party Supplier be liable for any loss of profits, loss of anticipated savings, loss of revenue, loss of data, loss of goodwill or any other type of special, consequential or indirect loss or damage.
- 7.5 Nothing in the foregoing shall limit DIALOG LTD's liability in relation to death or personal injury, fraud or any other matter in relation to which liability cannot be excluded by Law. Your statutory rights (if any) are not affected.

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- 8.1 This Licence Agreement shall in all respects whatsoever (including formation and interpretation) be governed by the Laws of England and the Courts of England shall have jurisdiction in relation to any dispute arising under or in connection with it.

## **9. Entire Agreement**

- 9.1 This Licence Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter and the parties confirm that they have not entered into this Licence Agreement on the basis of any representation that is not expressly incorporated into this Agreement. For the avoidance of doubt nothing in this Licence Agreement shall purport to exclude or limit liability for any fraudulent or deliberate misrepresentation.

## **10. Indemnity**

- 10.1 YOU SHALL INDEMNIFY DIALOG LTD. (AND ITS OFFICERS AGENTS AND EMPLOYEES) FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS AND EXPENSES ARISING AS A DIRECT OR INDIRECT RESULT OF ANY BREACH OF THIS LICENCE AGREEMENT BY YOU.

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