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- and
- (c) receive and use any free supplementary software code or update of the Software incorporating

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- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss or corruption of data or information;
- (e) loss of business opportunity, goodwill or reputation;
- (f) any indirect or consequential loss or damage.

4.4 Other than the losses set out in condition 4.3 (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 the total aggregate liability amount as provided in our Terms of Service (and at the date of this Licence this is by reference to clause 7.4 of our Terms of Service). This maximum cap does not apply to condition 4.5 of this Licence.

4.5 Nothing in this Licence shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

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5.2 Upon termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must immediately cease all activities authorised by this Licence; and
- (c) 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.

## **6. EVENTS OUTSIDE OUR CONTROL**

6.1 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 6.2.

6.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

6.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence 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.

## **7. OTHER IMPORTANT TERMS**

7.1 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.

7.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

7.3 This Licence, our Terms of Service and any document expressly referred to in either of them constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Licence, our Terms of Service or any document expressly referred to in either of them.

7.4 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.

7.5 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.

7.6 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.