



Terms and Conditions

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NAVIGATION

1. GRANT AND SCOPE OF LICENCE

1. Grant and Scope of Licence

1.1 It is a condition precedent to this license that you enter into and are at all times during the term of this license a party to a software maintenance agreement with us relating to the maintenance of the Software (**Maintenance Agreement**).

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2. Licensee's undertakings

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5.1 Nothing in this License shall limit or exclude the liability of either party for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation.

5.2 Subject to condition 5.1, the Licensor shall have no liability for losses suffered by you arising out of or in connection with this agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, which fall within any of the following categories:

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- (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,

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2. Licensee's undertakings	
3. Intellectual Property Rights	5.3 Subject to condition 5.1 and condition 5.2, the Licensor's maximum aggregate liability under or in connection with this License, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to the higher of the License Fee or a sum equal to 50% of the maintenance fees paid by you to the Licensor under the terms of the Maintenance Agreement in the 12 months preceding any relevant breach of the terms of this License.
4. Warranty	
5. Licensor's Liability	
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7. Transfer of Rights and Obligations	5.4 Subject to condition 5.1, condition 5.2 and condition 5.3, the Licensor's liability for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in the UK.
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6. TERMINATION

6.1 The Licensor may terminate this License immediately by written notice to you at any time following the occurrence of any of the following:

- (a) You cease to be a party to the Maintenance Agreement with the Licensor (or the Licensor's nominated maintenance provider); or
- (b) You commit a material or persistent breach of this License which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so; or
- (c) you become insolvent or unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986), enter into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), pass a resolution for your winding-up, have a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of your assets, make any composition or arrangement with your creditors or take or suffer any similar action in consequence of your debt, or become unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986); or
- (d) The license granted to the Licensor in respect of the Software and Documentation (under the terms of which the Licensor sub-licenses the Software and Documentation to you) is terminated;

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8. EVENTS OUTSIDE THE LICENSOR'S CONTROL

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

8.2 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, lockouts 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) The actions of any third party necessary for the performance of the Licensor's obligations under this agreement;
- (d) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (e) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (f) Impossibility of the use of public or private telecommunications networks;
- (g) The acts, decrees, legislation, regulations or restrictions of any government.

8.3 The Licensor's performance under this License 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 endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under this License may be performed despite the Force Majeure Event.

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