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- 8.1 Subject to the type of Software License purchased by you, we shall use our best and reasonable endeavours to provide Cloud Services on an error-free basis and without interruption.
- 8.2 Notwithstanding sub-Clause 8.1, we do not provide any guarantee that provision of the Cloud Services shall be error-free or without interruption and reserves the right to alter or suspend provision of the Cloud Services without prior notice to you. By accepting these terms and conditions you acknowledge that the Cloud Services may change in form or nature at any time.
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- 8.5 We shall have the right, exercisable at our sole discretion, to terminate provision of the

Cloud Services without prior notice to you.

- 8.6 Notwithstanding our right to perform any of the actions detailed in this Clause without prior notice, we shall use our best and reasonable endeavours to provide such notice whenever possible.
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 - 9.1.2 you must not submit Content that may contain viruses that may damage or disrupt software, computer hardware or communications networks;
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You undertake to:

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- 11.2 Ensure that, prior to use of the Software by your employees or agents (where relevant), all such parties are notified of the terms and conditions of this Licence Agreement; and
- 11.3 Reproduce and include our copyright notice (or such other party's copyright notice as specified on the Software) on all and any copies of the Software, including any partial copies of the Software.

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- 12.1 the Software will, when properly used on an operating system for which it was designed, perform substantially in accordance with the functions described on our website for a period of 365 days from the date that the Software License was provided to you (“Warranty Period”);
- 12.2 if, within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the description on our website, we will, at our sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault. For the purposes of any warranty claims or queries, please contact us.
- 12.3 The Licensor will also indemnify you for personal injury or death solely and directly caused by any defect in its products or the negligence of its employees.
- 12.4 The Licensor shall not be liable under the said warranty above if the Software fails to operate in accordance with the said warranty as a result of any modification, variation or addition to the Software not performed by the Licensor or caused by any abuse, corruption or incorrect use of the Software, including use of the Software with equipment or other software which is incompatible.
- 12.5 The Licensor does not warrant the integration and ongoing interoperability with third party technologies.

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The foregoing warranty is made in lieu of any other warranties, representations or guarantees of any kind, whether expressed or implied, including, but not limited to, any implied warranties of quality, merchantability, fitness for a particular purpose or ability to achieve a particular result. You assume the entire risk as to the quality and performance of the Software. The Licensor does not warrant that the Software will meet your requirements or that its operation will be uninterrupted or error free.

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The Licensor’s entire liability and your exclusive remedy shall be:

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- 14.2 Other than Clause 12.3 and 15 of this Agreement 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 a sum equal to the licence fee or Subscription Fee (if any) paid by you for the Software.

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Except in respect of personal injury or death caused directly by the negligence of the Licensor or its employees, in no event will the Licensor be liable to you for any damages, including any lost profits, lost savings, loss of data or any indirect, special, incidental or consequential damages arising out of the use of or inability to use the Software, even if the Licensor has been advised of the possibility of such damages. Nothing in this Licence Agreement limits liability for fraudulent misrepresentation.

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Use of the Software and the Cloud Services is also governed by the Licensor's Privacy Policy and Data Protection Policy which is available at www.displaynote.com.

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This Licence Agreement is effective until terminated. You may terminate it at any time by destroying the Software together with all copies in any form. It will also terminate upon conditions set out elsewhere in this Licence Agreement or if you fail to comply with any term or condition of this Licence Agreement or if you voluntarily return the Software to the Licensor. You agree upon such termination to destroy the Software together with all copies in any form.

19 General

- 19.1 Each party irrevocably agrees that the courts of the country of registration of the Licensor, its subsidiary office shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this Licence Agreement and the place of performance of this Licence Agreement shall be that country and that the laws of that country shall govern such controversy or claim.
- 19.2 This Licence Agreement constitutes the complete and exclusive statement of the Licence Agreement between the Licensor and you with respect to the subject matter of this Licence Agreement and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.
- 19.3 Any Clause in this Licence Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Licence Agreement shall not be affected by that deletion.
- 19.4 Failure or neglect by either party to exercise any of its rights or remedies under this Licence Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Licence Agreement nor prejudice that party's right to take subsequent action.

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