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CherSoft Limited

1 GENERAL
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7.3.2 Licensee shall notify Licensor without undue delay of any claim of infringement in writing. Licensor shall hereafter have the option to assume responsibility of such infringement claim and any expenses in relation hereto.

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with immediate effect against repayment of any payments for such Products.

7.3.4 Licensor’s obligations shall not apply to the extent that the claim or adverse final judgment is based on

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b) Licensee’s integration of the Products with a non-Licensors product, data or business process including third-party add-ons or programs;

c) Use of the Products for other purposes than as intended and/or contrary to any instructions on use.

7.3.5 This Clause 7.3 constitutes Licensee’s sole and exclusive remedy in case of third-party infringement.

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8.1 Licensor warrants that the Products will substantially conform to published specifications and to any original documentation provided by Licensor, and that all material functions will perform, provided that the Products are used for its purposes, in accordance with the specifications, and on the computer hardware and with the operating system for which it was designed.

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9.5 Licensee is expressly made aware that these terms do not consider Licensee’s rights of use to third-party software provided through the Products. All use of such third-party software is subject to the regulations of the Licensor’s own terms, and Licensor is thus not responsible for such terms containing stricter provisions or restrictions in the right of use to the third-party software granted to Licensee according to these terms.

10 TERMINATION

10.1 Termination for cause

10.1.1 Each Party shall be entitled to immediately terminate the EULA for cause only for material breach, unless otherwise set out in the Agreement and if Licensee commits a material breach of this EULA. Licensee’s non-compliance with any part of the licensing terms, including non-payment of the License Fee, is among others considered a material breach of this EULA.

10.2 Effects of termination

10.3 Upon termination of the EULA, for any reason, Licensee must immediately cease any use and delete all copies of the Products and remove them from Licensee’s systems.

11 AUDIT AND INFORMATION

11.1 Licensor shall have the right to verify Licensee’s compliance with the EULA at any time and without notification. Such verification may be in the form of accessing the Products and records contained therein. Licensee shall provide Licensor with reasonable assistance in its verification efforts.

11.2 Without prejudice to any other remedies available to Licensor, if Licensee is not correctly licensed, Licensor shall be entitled to demand payment of the additional License Fee for the period Licensee has not been correctly licensed.

11.3 Neither Party shall be responsible for the other Party’s costs associated with this Clause 11. Notwithstanding the foregoing, Licensee shall be liable for costs incurred by Licensor, if Licensee is not in compliance with the Agreement.
12 SYSTEM REQUIREMENTS

12.1 Licensee is aware and acknowledges that the Products may require and be subject to system requirements and/or a software subscription. Such requirements are set out in the Agreement or on the Website. Licensee shall be responsible for fulfilling such system requirements and pay any related costs and fees. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS COMPATIBLE WITH FUTURE VERSIONS OF ANY THIRD-PARTY SOFTWARE.

13 VALIDITY AND SEVERABILITY

13.1 If any provision of this EULA is held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such provision shall not affect the legality and validity of the other provisions.

14 GOVERNING LAW AND JURISDICTION

14.1 This EULA is governed by and construed in accordance with the laws of England and Wales except for a) rules leading to the application of other law than the laws of England and Wales and b) the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.2 Any dispute controversy or claim arising out of or related to this EULA shall be settled by a competent court at Licensor’s venue in the United Kingdom of Great Britain and Northern Ireland.