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8 Support and Updates

We will endeavour to provide support and updates to you in respect of the Software, subject to the following conditions:

- 8.1. We provide support and updates for one year from the invoice date of your original purchase of the software at no additional cost;
- 8.2. After the initial one-year period, we will continue to provide support and updates on condition that you have made a support agreement with us and that all associated fees have been paid in full;
- 8.3. Unless agreed otherwise, support agreements run for one year, starting on the anniversary of your original purchase, or immediately following the expiry date of any previous agreement.
- 8.4. We provide support and updates to you only. It is your responsibility to provide support and updates to your client(s) in respect of any application(s) that incorporate the Software.

9 Liability

- 9.1. Our liability to you for any losses shall not exceed the amount you originally paid for the Software.
- 9.2. In no event will we be liable to you for any indirect or consequential damages, or loss of profit, even if we have been advised of the possibility of such damages. In particular, we accept no liability for any programs or data made or stored with the Software nor for the costs of recovering or replacing such programs or data.
- 9.3. Nothing in this Agreement limits liability for fraudulent misrepresentation or our liability to you in the event of death or personal injury resulting from our negligence.
- 9.4. You acknowledge and agree that the limitations contained in this clause are reasonable in the light of all the circumstances.

10 Term

The term of this Agreement will commence when you electronically download or receive the Software by any means and, unless terminated earlier as provided in this Article, will continue in perpetuity, subject to any limited subscription period stated in the individual Software product license, and EXCEPT THAT the term of your license to use evaluation Software will be 30 days

11 Termination

- 11.1. The Agreement and the licence granted to use the Software automatically terminates if you:
 - 11.1.1. fail to comply with any provisions of this Agreement;
 - 11.1.2. destroy the copies of the Software in your possession;
 - 11.1.3. voluntarily return the Software to us.
- 11.2. In the event of termination in accordance with clause 11.1 you must destroy or delete all copies of the Software from all storage media in your control.

12 Severability

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either you or us from any relevant competent authority, we shall amend that provision in

such reasonable manner as achieves the intention of the parties without illegality or, at our discretion, such provision may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

13 Entire agreement

You have read and understand this Agreement and agree that it constitutes the complete and exclusive statement of the Agreement between us with respect to the subject matter of this Agreement.

14 Waiver

Failure or neglect by either party to exercise any of its rights or remedies under this 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 nor prejudice that party's right to take subsequent action.

15 Law and disputes

This Agreement and all matters arising from it are governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Agreement and the place of performance of this Agreement is agreed by you to be England.

If you have any questions about this Agreement, please contact helpdesk@chersoft.com.