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Licensee may install and use the Software and Documentation on computer(s) on a local area network, provided i) that the number of simultaneous users does not exceed the number of licenses acquired, and ii) that the software is only made available to users at the same site as the designated license server.

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- h) Licensee shall not remove or obscure any Exprodat or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software or Documentation.
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1.5 Renewal Notification

Licensee will be notified thirty (30) days before the license is going to expire.

1.6 Term

The license is effective upon acceptance of this License Agreement and shall continue until (i) such time that Licensee elects in writing to discontinue use of the Software or Documentation and terminates the license; (ii) expiration of a term license or subscription; or (iii) either party terminates the license for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material breach of a nature that it is impossible to cure. Upon termination of a license, Licensee shall uninstall, remove, and destroy all Software and Documentation, and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such de-installation and destruction to Exprodat or its authorised distributor.

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Each party shall protect, defend, release, indemnify and hold harmless the other party from and against all claims, demands, liabilities, losses, damages, proceedings, causes of action and expenses (including court costs, attorneys' fees and other litigation costs) suffered with respect to: (a) personal injury (including illness, bodily injury or death) of the indemnifying party, its subcontractors, and its or their employees, agents, servants, directors, officers or invitees; and/or (b) loss, damage or destruction of equipment or property owned or hired by the indemnifying party, its subcontractors, and its or their employees, agents, servants, directors, officers or invitees; arising in connection with this agreement, and regardless of the actual or alleged fault of anyone, including the indemnified party. Notwithstanding, except for liability for intellectual property infringement claims, Licensor's total liability arising out of or connected with this Agreement or at law shall be limited to the total license and technical support fees paid by Licensee hereunder or \$100,000 (one hundred thousand dollars), whichever is the lesser.

1.8 Force Majeure

Except for the obligation to make payment, neither Party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of that Party, provided that the affected Party gives prompt written notice specifying the circumstances and has used all reasonable endeavours to minimise the effects thereof. In such case the affected Party shall be entitled to a reasonable extension of time for the performance of such obligations.

1.9 Notices

Any notice required or permitted to be given to either Party shall be deemed to have been given upon receipt if in writing and delivered to the other Party at its address specified above.

1.10 Governing Law

This Agreement shall be governed and construed in accordance with the laws of England and Wales. The Parties accept the exclusive jurisdiction of the courts of England and Wales as the proper legal venue for the settlement of any controversy or dispute.

1.11 General

This Agreement shall not be varied or amended otherwise than by an instrument in writing signed on behalf of each Party by a duly authorised representative.

Each provision of this Agreement shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question will continue in full force and effect.