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 - 6.2.4. loss of information;
 - 6.2.5. loss of opportunity, goodwill or reputation;
 - 6.2.6. loss of, damage to or corruption of data; or
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 - 7.1.2. a petition for a bankruptcy order to be made against you has been presented to the court; or
 - 7.1.3. the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986).
 - 7.1.4. anything analogous to anything in 7.1.2 or 7.1.3 above occurs or applies in any other jurisdiction.
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 - 7.2.2. you must cease all activities authorised by this Licence;
 - 7.2.3. you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
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- 10.1.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by events outside our reasonable control (**Force Majeure Event**).
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- 10.2.2.** civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- 10.2.3.** fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- 10.2.4.** impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- 10.2.5.** impossibility of the use of public or private telecommunications networks;
- 10.2.6.** the acts, decrees, legislation, regulations or restrictions of any government.
- 10.3.** Our performance under this Licence 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 endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence may be performed despite the Force Majeure Event.
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- 11.1.** If we fail, at any time during the term of this Licence, to insist upon strict performance of any of your obligations under this Licence, or if we fail to exercise any of the rights or remedies to which we are entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 11.2.** A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 11.3.** No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
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- 12.1.** If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
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- 13.1.** This Licence and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Software and Documentation and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 13.2.** We each acknowledge that, in entering into this Licence, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into this Licence except as expressly stated in this Licence.
- 13.3.** Neither of us or the Licensor's distributor shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Licence (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.
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