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THE SOFTWARE, YOU SHOULD CAREFULLY READ THE TERMS AND CONDITIONS
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AGREING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS
LICENCE AGREEMENT AND AGREE TO BECOME A LICENSEE. IF YOU DO NOT
AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT
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When you accept the terms and conditions of this Licence Agreement by clicking on the
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registered office at 139 Watling Street, Gillingham, Kent, ME7 2YY, United Kingdom (the
“Licensor”) shall immediately grant you (the “Licensee”) a limited, non-exclusive licence to
Use LFP Monitor Agent Installer / LFP Monitor Agent and any and all accompanying
documentation (the “Software”) on any number of Computer(s), subject to the terms and
conditions of this Licence Agreement.

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1.1 In this Licence Agreement, “Use” shall be defined as including the installation
of the Software by copying, transmitting or loading it into the permanent
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of the system instructions or statements contained in the Software. “Use”
shall also include copying the Software in machine-readable form for the
purposes of understanding the contents of such machine-readable material
(which may be known as reverse-engineering).

2. Nature of the Software

The Software is commercially licensed software. It is not open-source, freeware or
shareware.

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By accepting the terms and conditions of this Agreement you hereby undertake:

3.1 Not to disassemble, decompile or otherwise reverse-engineer the Software;
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5.3 The Licensor does not warrant that the Software will be error-free or that such errors will be corrected and the Licensee is solely responsible for all costs and expenses associated with the rectification, repair or damage caused by such errors.

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5.5 In the event that the Licensor incurs any liability of any kind, that liability shall be limited to the licence fee paid by the Licensee for the Software. Nothing in this Clause 5 nor in the remainder of this Licence Agreement shall limit or exclude the Licensor’s liability for death or personal injury arising out of the Licensor’s negligence nor for fraudulent misrepresentation.

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This Licence Agreement gives you specific legal rights and you may also have other rights that vary from one country to another. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the limitations and exclusions included in this Licence Agreement may not apply to you. Other jurisdictions do allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions included in this Licence Agreement shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. If any part of the limitations or exclusions in this Licence Agreement is held to be void or unenforceable, such part shall be deemed to be deleted from this Licence Agreement and the remainder of the limitation or exclusion shall continue in full force and effect. Any rights that you may have as a consumer (i.e. a purchaser for private as opposed to business, academic or government use) are not affected.
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8.1 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.

8.2 This Licence Agreement shall also terminate upon conditions set out elsewhere in this Licence Agreement or if you fail to comply with the terms and conditions of this Licence Agreement.

8.3 You agree that, upon such termination, you will destroy the Software including any copies in whatever form.

9. **General**

9.1 Each party irrevocably agrees that the courts of the country of registration of the Licensor, its subsidiary office, or reseller which issues an invoice for the Software, 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 the laws of that country shall govern such controversy or claim.

9.2 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.

9.3 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.

9.4 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.

9.5 This Licence Agreement is personal to you and [subject to Clause 4] you may not assign, transfer, sub-contract or otherwise part with this Licence Agreement or any right or obligation under it without the Licensor’s prior written consent.

9.6 This Agreement shall be governed and interpreted in accordance with English law. All disputes between the parties which may arise from this Agreement will be resolved exclusively by the Courts having competence over the territory of England & Wales. Distributor shall have, however, the sole right to waive this section and to enforce this Agreement under Your local law and/or jurisdiction.