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FOR ALL LOSSES, DAMAGES AND COSTS NOT COVERED UNDER SECTION 6. ABOVE, NT-WARE WILL ATTEMPT TO OBTAIN FOR YOU THE RIGHT TO CONTINUE USING THE SOFTWARE OR MODIFY OR REPLACE IT. IF ANY OF THE ABOVE ALTERNATIVES IS NOT COMMERCIALY REASONABLY AVAILABLE TO NT-WARE, THEN YOU SHALL RETURN THE SOFTWARE FOR A REFUND OF AN AMOUNT EQUAL TO THE DEPRECIATED VALUE OF THE SOFTWARE (USING A STRAIGHT LINE DEPRECIATION METHOD OVER THREE (3) YEARS).

SECTION 6 IN ITS ENTIRETY REPRESENTS THE ENTIRE LIABILITY OF NT-WARE, NT-WARE SUBSIDIARIES, OR AFFILIATES, ITS PARENT COMPANY, THEIR LICENSORS, DISTRIBUTORS OR DEALERS AND YOUR SOLE REMEDY IN RELATION TO BREACH BY NT-WARE OF THIS AGREEMENT.

7. EXPORT. None of the Software, Documentation or underlying information or technology may be exported or re-exported without the prior written consent of the appropriate U.S. government agency and/or appropriate export authorities in your country. By using the Software or Documentation you are agreeing to the foregoing and you are representing and warranting that you are not (i) located in, under the control of, or a national or resident of any country or (ii) an entity or person, to which goods are embargoed by the appropriate government agency or export authorities.

8. TAXES. You are responsible for paying to the appropriate taxing authorities any sales, use or other taxes imposed at any time whatsoever on any transaction contemplated by this Agreement, excluding any taxes based on the net income of NT-ware.

9. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by, interpreted and construed in accordance with the law of England, excluding that body of

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10. ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes in its entirety any and all written or oral agreements previously ensuing between the parties with respect to such subject matter. YOU AGREE THAT NO TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER ORDERING DOCUMENT SHALL HAVE BINDING EFFECTS ON NT-WARE OR MODIFY THIS AGREEMENT IN ANY WAY. No modification of this Agreement shall be valid unless in writing and specifically stating that the parties intend to modify this Agreement and signed by an authorized representative of each party.

11. SEVERABILITY. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, then the parties hereby instruct such court to amend such provision to the minimum extent necessary to make it valid, legal and enforceable and, in the event such court is unwilling or unable to do so, such provision shall be severed from this Agreement. In any and all events the remaining provisions of this Agreement shall remain in full force and effect.

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