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*TERMS AND CONDITIONS*

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4. **Term; Termination**. This Agreement and the license rights granted hereunder shall remain in effect for the term ordered and paid for by Licensee (“Term”) unless earlier terminated as set forth herein. Without prejudice to any other rights LANSA may have, this Agreement shall terminate immediately, without prior or written notice, if Licensee fails to comply with any of the terms and conditions of this Agreement or if Licensee violates any of LANSA’s published policies for use of the Software. In the event of termination of this Agreement for any reason, all rights granted hereunder automatically revert to the granting Party and all licenses shall cease.

5. **Updates to the Software**. You acknowledge that LANSA may update or modify the Software from time to time, and at its sole discretion (each instance, an “Update”). You are required to implement and use the most current version of the Software. Updates may adversely affect the manner in which Licensee accesses or uses the Software.

6. **Maintenance and Support**. Maintenance Services, consisting of problem determination and, where applicable, corrections to the Software, will be provided by LANSA for the Term of this Agreement at no additional charge except for any distribution costs (including but not limited to copying, materials, courier and packing costs). Maintenance Services comprises the following:

1. Access to technical support, for the Licensee’s reporting of problems detected in the Software, from the Designated LANSA Support Office (see Paragraph 17 herein) during LANSA’s normal business hours. Problems in the Software must be reported within these hours. Response times are as follows:
   1. LANSA undertakes to respond to URGENT PROBLEMS within twenty-four hours. “URGENT PROBLEMS” shall mean defects in the Software causing it to be inoperative
   2. LANSA undertakes to respond to NON-URGENT PROBLEMS within five working days. “NON-URGENT PROBLEMS” shall mean defects in the Software that do not cause the Software to be inoperative.
2. Corrections to the Software, where applicable, but only for the current and previous versions of the Software made available via AWS.

LANSA shall not be obliged to remedy errors or defects due to any malfunction of the AWS environment or by a failure of the Licensee to use the Software in accordance with the provisions of this Agreement.

At your request, LANSA may agree to provide additional support to Licensee at LANSA’s then-current hourly rates.

7. **Proprietary Rights**. Licensee acknowledges that LANSA and its licensors own all right, title and interest in and to the materials and intellectual property that comprise the Software, including all intellectual property rights relating thereto. LANSA does not grant to Licensee any other right or license, either express or implied, in the Software or any of its components except as expressly stated in this Agreement, and Licensee’s use of the Software shall be subject to the restrictions set forth in this Agreement.

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9. **Compliance with Laws; Export Control**. Licensee shall comply with all applicable laws and regulations regarding Licensee’s access to and use of the Software, including any export control laws and regulations.

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11. **LIMITATIONS OF LIABILITY**. CUSTOMER ASSUMES THE ENTIRE RISK OF USING THE SOFTWARE, INCLUDING ANY DAMAGE TO PERSONAL OR INTANGIBLE PROPERTY. LANSA HAS NO LIABILITY FOR ANY DEFECTS IN THE SOFTWARE OR FOR ANY RESULTS OBTAINED OR NOT OBTAINED THROUGH USE OF THE SOFTWARE. IN NO EVENT WILL LANSA OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY END USERS FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR SPECIAL DAMAGES, OR FOR ANY LOSS OF OR DAMAGE TO USE, DATA, BUSINESS, GOODWILL OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN ANY CASE, LANSA’S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT WILL NOT EXCEED $1,000 OR THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER TO LANSA IN RESPECT OF THIS AGREEMENT DURING THE ONE-YEAR PERIOD PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE LIABILITY, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT NECESSARY TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND THAT SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. **Indemnification**. You shall defend LANSA against any and all actions, demands, claims and suits (including without limitation product liability claims), and indemnify and hold LANSA harmless from any and all liabilities, damages and costs (including without limitation reasonable attorneys’ fees) to the extent arising out of any of the following:

1. your use of the Software in any manner that is inconsistent with this Agreement;
2. the performance, promotion, sale or distribution of your services; and
3. your breach of this Agreement.

In the event of a claim for which LANSA seeks defence or indemnification from you, LANSA will give Licensee written notice of the claim, allow Licensee to control its defence and settlement, and provide reasonable cooperation and assistance to you, upon your request and at your expense. LANSA reserves the right to participate in the defence and settlement of claim, using its own counsel and at its own expense, and the right to approve any settlement of the claim, which approval will not be unreasonably withheld.

13. **Feedback**. If Licensee provides any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the Software or any other LANSA products, offerings or services (“Feedback”), LANSA may freely use, disclose and exploit such Feedback without restriction or compensation, including to improve the Software and to develop, market, offer, sell and provide other products and services.

14. **Updates to this Agreement**. LANSA may update or modify this Agreement or applicable LANSA policies from time to time at its sole discretion by posting the changes on this site or by otherwise notifying Licensee (such notice may be via email). You acknowledge that these updates and modifications may adversely affect how Licensee accesses or use the Software. Your continued access or use of the Software will constitute your binding acceptance of such updates and modifications. If any change is unacceptable to you, your only recourse is to discontinue all use of the Software. In such event, if Licensee has prepaid Subscription Fees for a period longer than Licensee has used the Software, LANSA will refund the prepaid Subscription Fees allocable to the unexpired portion of your subscription period.

15. **Governing Law and Disputes**. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, USA without regard to conflicts of law rules or principles. All claims arising out of or relating to this Agreement will be brought exclusively in the federal or state courts sitting in Cook County, Illinois, and Licensee consents to personal jurisdiction in those courts. Despite the foregoing, Licensee agrees that money damages would be an inadequate remedy for LANSA in the event of a breach or threatened breach of a provision of this Agreement protecting LANSA’s intellectual property or Confidential Information, and that in the event of such a breach or threat, LANSA, in addition to any other remedies to which it is entitled, is entitled to such preliminary or injunctive relief (including an order prohibiting Licensee from taking actions in breach of such provisions), without the need for posting bond, and specific performance as may be appropriate. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated.

16. **Miscellaneous**. This Agreement constitutes the entire agreement between LANSA and Licensee with respect to its subject matter, superseding all other prior or contemporaneous communications or understandings between the parties (whether written or oral) relating to the subject matter of this Agreement. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more of its provisions will not affect the enforceability of any other provision. If any provision is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect. Licensee may not assign or otherwise transfer this Agreement or any of the rights that it grants, without the prior written consent of LANSA, and any purported assignment in violation of the preceding sentence will be void and will constitute a breach of this Agreement. This Agreement will be binding upon the parties’ respective successors and permitted assigns. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement, including but not limited to the provisions with respect to protection of Confidential Information, limitations of liability, indemnification, compliance with applicable laws and regulations, and this paragraph.

17. **Designated LANSA Support Office**  [See LANSA Support contact details](http://preview.lansa.com.au/support/helpdesk.htm)

**Revision History**  
1st August, 2015 – Version 1.0 – Initial Release.