

ParallelGraphics Limited End-User License Agreement

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- 1.6 If any provision of this Agreement shall be found by any court or administrative body of any competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- 1.7 This Agreement shall be binding upon and inure to the benefit of any successor of the Licensee who, whether by merger, purchase, or otherwise acquires all or substantially all of the assets or business of the Licensee. The Agreement may not otherwise be assigned, sublicensed, or transferred by the Licensee without the written consent of the Licensor.

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- 2.3 All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.

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- 3.1 The Licensor warrants that its title to and property in the Software and the Documentation is free and unencumbered and that it has the right, power and authority to license the same upon the terms and conditions of this Agreement.

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- 6.2 Except as expressly provided herein, all conditions and warranties (express or implied, statutory or otherwise) are excluded by the Licensor, including without limitation any warranties implied by the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act 1980 or by Section 39 of the said 1980 Act.

7. Governing Law

- 7.1 This Agreement will be governed and construed in accordance with the laws of Ireland.