

DYALOG LIMITED ("DYALOG LTD.")

DEVELOPER SOFTWARE LICENCE AGREEMENT

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AGREEMENT:

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 - 2.4.1 that You purchase an appropriate run-time licence or licences from DYALOG LTD. (details available at www.dyalog.com); and
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5.1.2 You are made subject to any insolvency (or, as appropriate, any bankruptcy) proceedings in the courts of the country where You are domiciled or resident.

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- 7.2 Subject to 7.1 above, and as may otherwise be set out in any written specification, the Software (and any written or other materials supplied) is provided "As Is" and no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the condition, performance, quality or fitness for purpose of the Software is given by DYALOG LTD. and all such are excluded to the fullest extent permitted by Law. Furthermore no warranty is given that the use of the Software will comply with the Laws of any country to which the Software may be exported. Your entire remedies in relation to any defects are as set out in clause 7.1.
- 7.3 Without prejudice to 7.2 above, DYALOG LTD.'s maximum liability in any event for all claims made under or in respect of matters arising out of this Licence Agreement however arising shall not exceed a sum equivalent to 2 x the total of all Fees paid by You at that time.
- 7.4 Under no circumstances will DYALOG LTD. or any Third Party Supplier be liable for any loss of profits, loss of anticipated savings, loss of revenue, loss of data, loss of goodwill or any other type of special, consequential or indirect loss or damage.
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10. Indemnity

- 10.1 YOU SHALL INDEMNIFY DYALOG LTD. (AND ITS OFFICERS AGENTS AND EMPLOYEES) FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS AND EXPENSES ARISING AS A DIRECT OR INDIRECT RESULT OF ANY BREACH OF THIS LICENCE AGREEMENT BY YOU.

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