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4. DAMAGES AND REMEDIES FOR BREACH

You agree that any breach of this Agreement's restrictions would cause Hitech irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which Hitech may be entitled, You agree that Hitech may seek injunctive relief to prevent the actual, threatened or continued breach of this Agreement.

5. TERMINATION

This Agreement is effective until terminated. Hitech may terminate this Agreement at any time upon Your breach of any provision. If this Agreement is terminated, You will stop using the Program, permanently delete it from the equipment where it resides, and destroy all copies of the Program and Documentation in Your possession, confirming to Hitech in writing that You have done so. Sections 2.2, 2.3, 2.4, 3, 4, 5 and 6 will continue in effect after this Agreement's termination.

6. GENERAL TERMS

6.1 Law. This Agreement and all matters arising out of it are governed by U.K. laws, and the parties irrevocably consent to jurisdiction and venue in the courts of that country's national capital. Application of the United Nations Convention on Contracts for the International Sales of Goods is expressly excluded.

6.2 Limitation of Liability. In no event will Hitech or its subsidiaries be liable in connection with this Agreement or its subject matter, under any theory of liability, for any indirect, incidental, special, consequential or punitive damages, or damages for lost profits, revenue, business, savings, data, use, or cost of substitute procurement, even if advised of the possibility of such damages or if such damages are foreseeable. In no event will Hitech's liability for all damages exceed the amounts actually paid by You to Hitech for the Program. The parties acknowledge that the liability limits and risk allocation in this Agreement are reflected in the Program price and are essential elements of the bargain between the parties, without which Hitech would not have provided the Program or entered into this Agreement.

6.3 Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, that provision will be enforced to the extent possible or, if incapable of enforcement, deemed to be severed and deleted from this Agreement, and the remainder will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not waive any other or subsequent default or breach.

6.4 No Assignment. You may not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under it, whether voluntarily or involuntarily, by operation of law or otherwise, without Hitech's prior written consent. Any purported assignment, transfer or delegation by You will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

6.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, whether written or oral, concerning its subject matter. This Agreement may not be

modified or amended without Hitech's prior and express written consent, and no other act, document, usage or custom will be deemed to amend or modify this Agreement.