

FLOCALC LICENCE AGREEMENT

1. Definitions

Expression	Definition
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SOFTWARE	a computer software programme purchased from KELTON
LICENSEE	The purchaser
USER	The Licensee or as appointed by the Licensee
FLOCALC	Flow Measurement Calculation Software Application

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- The Software will perform substantially in accordance with the system specification.
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the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

Special damage even if KELTON was aware of the circumstances in which such special damage could arise;

- a) Loss of profits;
- b) Loss of anticipated savings;
- c) Loss of business opportunity;
- d) Loss of goodwill;
- e) Loss of corruption of data.

The total liability of KELTON, whether in contract, tort (including negligence) or otherwise and whether in connection with this licence or any collateral contract, shall in no circumstances exceed a sum equal to the Fee.

9. Force Majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

10. Governing Law and Jurisdiction

This agreement, and any dispute or claim arising under it, shall be construed in accordance with, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

11. The Contracts (Rights of Third Parties) Act 1999

No provision of this agreement is intended by the Parties to be construed as creating any right(s) enforceable by a third party and all third party rights implied by law are, to the extent permissible by law, excluded from this agreement.