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Except in respect of injury to or death of any person (for which no limit applies) the entire liability of licensor under or in connection with this agreement shall be limited to damages which shall not exceed the amount paid by you to licensor in consideration for the rights granted to you under this agreement.

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3. This Agreement constitutes the complete and exclusive statement of the Agreement between the Licensor and you with respect to the subject matter of this Agreement and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.

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5. Failure or neglect by either party to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Agreement nor prejudice that party's right to take subsequent action.

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