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SOFTWARE LICENSE

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8.3

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9.2

Any dispute between the parties that is not settled by negotiation shall be settled by binding arbitration under the rules of the International Chamber of Commerce before a single arbitrator. The arbitration shall be in Vienna, Austria.

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The License contains all the terms which the parties have agreed in relation to the subject matter of the License and supersedes any prior written or oral agreements, representations (save for any fraudulent misrepresentation, fraud or concealment) or understandings between the parties in relation to such subject matter.

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3. We shall supply upgrades to the Licensed Software as they are released.
4. We shall respond to email support requests from you within a reasonable period, normally one to two business days in Austria. Where we consider it necessary to facilitate efficient communication, we may contact you by telephone or otherwise.
5. We shall use reasonable endeavors to solve problems identified by you. Given the nature of software, it is not possible for us to warrant that we will be able to solve any particular problem in a given timescale, or at all. However, we undertake to keep you updated on progress and, where practical, provide an interim fix and/or workaround so that you can continue effective use of the Licensed Software.
6. You accept that, where a particular identified problem requires an update to the Licensed Software, the scheduling of any new releases and the functionality those releases contain shall be under our sole control.

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Withholding has been accounted to the proper Tax Authority (through a self-declaration issued by you) within 30 (thirty) days following payment of the Withholding to the Tax Authority and shall, if requested by us, provide to us a copy of any return made to a Tax Authority of the Withholding within 10 days of request (or, if later, within 10 days of such return being made to the relevant Tax Authority). We shall have the right, if permissible under Applicable Law, to require you to delay Payments in order to enable us to benefit from any applicable double Taxation or other Taxation treaties or conventions. You shall indemnify, keep indemnified and hold harmless, us against all losses incurred or suffered by us arising out of your failure to duly and timely pay any Tax to the applicable Tax Authorities or other authorities within the relevant period in accordance with this clause.