

**Third Party Software Licence Terms  
Snomed  
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  9. If the Licensee’s IHTSDO Affiliate License Agreement terminates, the End User may apply directly to the Licensor upon receiving notice that the sub-licence will terminate in accordance with paragraph 6, and the Licensor may in such circumstances (but shall not be obliged to):

- i. grant the End User a licence in respect of the International Release for a limited period in order to enable the End User to continue to use the Licensee Products that are subject to the sub-licence during that period; or
  - ii. give the End User an assurance or undertaking that for a limited period the Licensor will not seek to prevent the End User from using the Licensee Products;
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  - b. special or punitive damages;
  - c. loss of profits, loss of savings and loss of revenue;
  - d. loss of business, loss of reputation and loss of goodwill; and/or
  - e. loss of data.
15. The liability of the Licensee arising in any year under or in connection with this sub-licence, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall not in any event exceed £100.
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17. Nothing in this sub-licence excludes or limits the liability of either party for:

- a. fraud (including fraudulent misrepresentation);
- b. death or personal injury caused by the negligence of that party;
- c. any breach of its obligations implied by section 12 of the Sale of Goods Act 1979; or
- d. any other liability that by law cannot validly be excluded or limited (but only to the extent that the liability cannot validly be excluded or limited).

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20. Except as provided in paragraph 16, this sub-licence may not be varied except in writing signed by both parties and expressed to vary this sub-licence.

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22. If any term of this sub-licence is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of this sub-licence, or the legality, validity or enforceability in any other jurisdiction of that or any other term of this sub-licence.

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