Amarisoft Terms and Conditions

Terms and Conditions

1. GENERAL

The Proposal shall be governed by these Amarisoft Terms and Conditions (hereinafter called the "ATC").

The Proposal and any form of quotation howsoever made by Amarisoft is subject to alteration and withdrawal by Amarisoft's notice to the Buyer at any time until any Contract / Order arising there from has been agreed in writing by both the Buyer's and Amarisoft's duly empowered representatives. Unless withdrawn by Amarisoft, the Proposal shall be valid for a period of three (3) months starting from the date of its issuance or any other period specified in the Proposal.

For the interpretation of these ATC, whenever used in these ATC (in singular or plural form), the words listed below shall have the meaning respectively ascribed to them as follows:

- Contract shall mean any contract to be entered into by the Buyer and Amarisoft and resulting from this Proposal.
- Order shall mean any order for the purchase of the Product / Software and Services sent by the Buyer to Amarisoft resulting from this Proposal and which has been accepted in writing by Amarisoft.
- "Amarisoft Technology" shall mean any software or Hardware, developed or designed by Amarisoft, and all Documentation, Updates.
- Product shall mean the Hardware (including any computer program embedded into the Product) embedding Amarisoft Technology, and the associated documentation described in the Proposal.
- Software shall mean the computer program(s) embedding Amarisoft Technology, associated with its license, and related documentation as described in this Proposal, if any.
- Amarisoft shall mean the Seller referred to in the commercial part of the Proposal.
- Buyer shall mean any person, company or entity, public or private, interested in the purchase of the Product / Software and Services from Amarisoft on the basis of the Proposal.
- Party shall mean either Amarisoft or the Buyer.
- Parties shall mean collectively Amarisoft and the Buyer.
- Services shall mean the services provided herein, in addition to the delivery of the Product / Software as described in the Proposal.
- Proposal shall mean all the documents (and any revision and/or amendment thereof), including without limitation commercial, technical, and financial documents, sent by Amarisoft to the Buyer together with these ATC.

2. SOFTWARE & LICENSE

License Certificate

For each license payed by the Buyer to use the Product/Software, Amarisoft will provide to the Buyer a License Certificate (a "License Certificate"), which may be provided either with the Product/Software or separately by Amarisoft or its authorized distributor/reseller. The License Certificate will contain information specific to the Product/Software, such as the type and quantities.

Unless otherwise agreed, one license gives the right to use only one instance of the Software at a time.

The license granted in this Section 2 shall be effective concomitantly with the effectiveness of the Contract / Order as stipulated in Section 19 of these ATC. The completion or the termination of the Contract / Order shall not relieve the Buyer from its obligations under this Section 2.

Software License

Subject to these ATC, Amarisoft hereby grants to the Buyer a non-exclusive, non-transferable, non-assignable and irrevocable licence to use the Software only with the hardware or Product for which such Software has been acquired according to the technical part of the Proposal and/or Contract / Order. This licence shall not be construed, deemed or interpreted as giving or have given the Buyer any proprietary right in said Software.

The Software shall be supplied to the Buyer in object code only and in its latest available version, unless otherwise stated in the Proposal or agreed upon between the Parties.

In the event that the license is terminated as a result of a breach by the Buyer, then the Buyer agrees to remove the Software from its machines and return, at its expense, or, if required, destroy the Software, back-up copies, associated documentation and information relating to the Software.

In the event that the Buyer needs further advice, assistance or information to achieve interoperability not warranted under the Contract / Order, then the Buyer should contact Amarisoft. If Amarisoft supplies the Buyer with such information, then the Buyer agrees that it will only use that information for the purpose of achieving interoperability to the exclusion of all others unless otherwise notified and agreed in writing.

Notwithstanding the provisions contained herein, it is understood that, with respect to commercial off the shelf (COTS) Software, the original supplier's licence shall apply to the Buyer.

3. CONTRACT / ORDER

Amarisoft shall not be bound in any way whatsoever until a Contract / Order has not been signed / approved by a duly empowered representative of Amarisoft.

These ATC shall apply to any Contract / Order resulting from this Proposal unless otherwise expressly agreed in writing by Amarisoft, and are exclusive of the Buyer's own general conditions of purchase and of any other document issued by the Buyer.

The governing language of the Contract / Order shall be the English language.

4. PRICES & PAYMENTS

4.1 Prices

Prices refer only to such Product / Software and Services as specified in the Proposal.

The prices are fixed and firm during the period of validity of the Proposal, unless otherwise specified in the Proposal.

The prices of the Product / Software are stated for delivery of Product / Software as per the Incoterm mentioned in the commercial part of the Proposal (International Chamber of Commerce Incoterms - 2020 Edition – ICC Publication n°723).

The prices of the Services are stated for Services to be performed in accordance with the provisions of these ATC.

Prices have been computed free of VAT (Value Added Tax) in France and free of any tax, duty or any other charges outside France which will be at the exclusive charge of the Buyer as specified in Section 15 of these ATC.

4.2 Payments

4.2.1. Payment domiciliation

All payments shall be made free of any deduction whatsoever in favor of Amarisoft on its bank account mentioned in the commercial part of the Proposal or in the invoice sent by Amarisoft.

4. PRICES & PAYMENTS

4.2.2. Currency

Accounting, invoicing and payment currency shall be the EURO (EUR), unless otherwise stipulated in the commercial part of the Proposal.

4.2.3. Conditions of payment

Unless otherwise stipulated in the commercial part of the Proposal, the payments shall be made according to the following terms:

A hundred percent advanced payment (100%) of the total Contract / Order amount shall be due and paid to Amarisoft by bank transfer on Amarisoft bank account within thirty (30) calendar days from the date of signature of the Contract / Order's effectiveness as stipulated in Section 18, against remittance to the Buyer of commercial invoice for same amount.

5. EXPORT REGULATION

The Buyer undertakes that the Product/Software will not be exported to any destination restricted or prohibited by applicable export control laws and/or regulations, without authorization from the appropriate governmental authorities. More specifically: (1)The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of EU 765/2006 . (2)The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers. (3) The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1). (4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) a penalty of 100% of the total value of this Agreement or price of the goods exported, whichever is higher. (5) The Buyer shall immediately inform the Seller about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

6. DELIVERY & TIME SCHEDULE

Delivery shall be performed DAP as per the Incoterm 2020 and to the place of destination stated in the Proposal, after 100% (hundred percent) advanced payment as for Section 4.2.3.

Delivery and Services performance dates are computed from the effective date of the Contract / Order as indicated in article 18 of these ATC.

7. TRANSFER OF RISKS AND TITLE

Risk in the Product / Software shall pass to the Buyer in accordance with the Incoterm elected for delivery thereof. Title to the Product/Software shall be transferred to the Buyer upon transfer of risks or, in case of DAP, upon hand-over to the first carrier. There is no transfer of title with respect to the Software.

8. LIMITATIONS

Unless agreed otherwise (such agreement to be made in writing by an authorised officer of Amarisoft), the Buyer shall not in relation to the Software or any documentation associated with the same do and permit any of the following: copy, permit to be copied, de-compile, reverse engineer, translate, modify, disassemble, place on to the internet or any intranet, publish, decode, enhance, adapt, merge or reduce the Software into source code or any other low level language. In the event that Amarisoft gives the Buyer written permission to do any of aforementioned prohibited acts with the Software or associated documentation, then the Buyer shall ensure that Amarisoft or the original supplier is named as the author and include any copyright legend or other applicable and/or relevant proprietary mark identifying Amarisoft or the original supplier as the author/owner.

The Buyer is not allowed to :
- Lease, rent or loan the Product/Software to any third party;
- Sublicense, distribute or otherwise transfer the Product/Software or any component thereof to any third party except as expressly authorized in this Agreement;
- Remove, alter or obscure any confidentiality or proprietary notices (including copyright and trademark notices) of Amarisoft Product/Software;
- Allow third parties to access or use the Product/Software including but not limited to using the Product/Software in a time-sharing arrangement, operating the Product/Software as part of a service bureau or, using the Product/Software for the benefit of third parties;
- Reproduce and use the Product/Software
- Use the Product/Software with any other hardware than the hardware qualified in your organization; or
- Disclose or publish performance benchmark results for the Product/Software. The rights granted under this ATC apply only to this Product/Software.

The Buyer is responsible of the end user's activities around the Product/Software limited by items through (e), (g) and (i) above insofar as they apply to certain files, libraries and/or source code specifically designated as "redistributables" by Amarisoft in the accompanying printed or on-line documentation and that are necessary to run the Buyer's softwares and other works generated using the Product/Software ("Redistributables"), and such End User's sublicense rights to the Redistributables are conditioned upon compliance with such limitations. The limitations in this Section 8 apply equally to your use of the Product/Software, in whole or in part, including any component or Redistributable.

9. SERVICES & UPDATES

Amarisoft will not provide any installation, maintenance service, training or other services to the Buyer, except those expressly provided herein in this ATC. Such services, if available, must be purchased separately and subject to a specific agreement.

9.1 Release

Amarisoft may provide to the Buyer a new software release, embedding error correction, update, upgrade or other modification for the Product/Software; such release will be deemed part of the Product/Software, and subject to the terms of this License Agreement, unless the modification is expressly provided in the field of a separate Agreement.

Amarisoft keeps the right at any time not to release or to discontinue release of any Product/Software and to update prices, features, specifications, capabilities, functions, license terms, release dates, general availability or other characteristics of any future version of the Product/Software.

9.2 Support extension

Unless otherwise indicated, Amarisoft License includes a one-year email support and update period.

The Buyer may subscribe to an additional support and update period, at the latest within the four months following the expiry date of the initial purchase. The Buyer can renew subscription to this extension every year, with the same four-month deadline. The extended support and update period starts on the day after the initial or previous expiry date.

Once this four-month deadline is over, an extra administrative reactivation fee is invoiced in addition to the extension cost. The extended support and update period starts when payment of the corresponding invoice is received.

10. WARRANTY

10.1 Warranty on Product

Amarisoft's warranty on the Product covers defects in workmanship or material which prevent the Product from meeting the Contract / Order specifications. Unless otherwise stated in the Proposal, such warranty shall not exceed a period of twelve (12) months after reception of payment as for Section 4.2.

This warranty shall not apply to consumable and expendable items (such as batteries, fuses...) and to defects arising from or connected with Buyer's failure to operate or maintain the Product in accordance with Amarisoft's specifications and documentation and generally with standard practices of Product operations and shall not be applicable to defects arising from or connected with (i) any combinations of the Product with Product not approved by Amarisoft (ii) or any modification of the Product performed by the Buyer or a third-party non-authorized by Amarisoft (iii) or any accident of the Product (iv) or normal wear and tear (v) or improper handling, storage, installation and/or maintenance by the Buyer or a third-party non-authorized by Amarisoft (vi) or inadequate energizing.

The warranty shall be limited to the replacement or repair by Amarisoft, at its choice, of the defective Product and redelivery of repaired or replaced Product in accordance with the initial delivery conditions provided that (i) the defect has been reported to Amarisoft within fifteen (15) calendar days from discovery thereof, and (ii) that the alleged defective Product has been returned to Amarisoft at the Buyer's risks and costs, and (iii) that the alleged defective Product has been effectively found defective in Amarisoft's factory. Repaired or replaced Product shall be warranted for the remaining warranty period only.

10.2 Warranty on Software

For a period of three (3) months from the date of delivery of the Software, Amarisoft will, in the event said Software supplied by Amarisoft under the Contract / Order does not meet the technical and operational specifications stated in the Contract / Order and prevents the operational use of the Product or of the product to which such Software is dedicated, correct such major deficiencies which are reproducible and which are detected by the Buyer when the product is started up.

The warranty shall be valid provided that (i) the Buyer gives written notification to Amarisoft of the defect within fifteen (15) calendar days from detection thereof, that (ii) the Software has not been modified by the Buyer or any third party unless with Amarisoft's prior written approval, and (iii) the Software has been used by the Buyer in accordance with its intended use as stated in the Contract / Order and Amarisoft's specifications and instructions.

After the above mentioned warranty period, Amarisoft may correct anomalies of the Software on the basis of a mutually agreed maintenance contract..

10. WARRANTY

10.3 General provisions

For part(s) or component(s) of the Product / Software supplied but not designed or manufactured by Amarisoft, Amarisoft shall use its best endeavours to obtain the best warranty from its suppliers for such parts or components and further agrees to pass the benefit of such warranty to the Buyer.

Except as otherwise stated in the Proposal, transportation and insurance costs for defective parts returned to Amarisoft shall be at the Buyer's charge and transportation and insurance costs for parts replaced or repaired by Amarisoft shall be at Amarisoft's charge.

The warranty obligations of Amarisoft and the rights and remedies of the Buyer in this Section 10 are exclusive and in lieu of, and the Buyer hereby expressly waives any other warranties, obligations, rights or remedies whether express or implied arising by law or otherwise with respect to any defects in or failures of the Product / Software

11. FORCE MAJEURE

Amarisoft shall not be liable for any failure to perform or delay in the performance of any contractual obligations if the performance of the same is, partly or wholly, delayed, prevented or hindered by an event of force majeure.

Shall be considered as an event of force majeure any event the causes of which are beyond the reasonable control of Amarisoft, such as but not limited to, fires, gales, floods, earthquakes, explosions, accidents, strikes and/or industrial conflicts, hostilities, riots, war (whether or not declared), rebellions, sabotage, acts of public enemy, civil commotion, epidemics, quarantines, shortage in supplies from normally reliable sources (including without limitation electricity, water, fuel and the like), embargo, governmental decision, act or omission (e.g. delay or failure to issue, or restriction, suspension or withdrawal of any license, permit or authorization), Acts of God, delay from a subcontractor caused by an event of force majeure as defined herein.

The occurrence of an event of force majeure shall automatically suspend the performance of the Contract / Order and the time schedule of the Contract / Order shall be postponed for the period necessary to overcome the effects of the force majeure event but not less than the duration of the force majeure event.

However, if the performance in whole or part of any Amarisoft obligation under the Contract / Order is delayed by reason of force majeure for a period exceeding six (6) continuous months, either Party may terminate the Contract / Order or any part thereof in accordance with Section 16 of these ATC; the Parties then will try to establish by mutual agreement a liquidation settlement. Failure to reach such an agreement shall be deemed as a dispute and settled in accordance with Section 17 of these ATC.

Termination shall not affect debts already payable between the Parties, in particular for the Product / Software and Services under production / performance prior to the date of termination.

12. LIABILITY

Amarisoft shall not be liable under any circumstances to the Buyer, employees, successors and assignees, for any special, consequential, indirect, punitive and incidental damage of whatsoever kind or nature, including without limitation, any losses, costs, damages, loss of revenue or profit, incurred or suffered by the Buyer or any third party as a result of or arising out of any lack or loss of use of the Product / Software or part thereof or any other property for any reason whatsoever.

The total and cumulative liability of Amarisoft arising out of or in connection with the Contract / Order, from any cause whatsoever, shall in no event exceed twenty per cent (20%) of the Contract / Order price.

13. INTELLECTUAL PROPERTY RIGHTS

Any and all information and data contained in any document or support of information supplied by Amarisoft to the Buyer under the Proposal or in connection with the Contract / Order shall remain Amarisoft's exclusive property along with all intellectual property rights and copyright attached thereto.

The Buyer shall not make any use of the Information other than for the purpose of making an internal evaluation of the Proposal or, as the case may be, installing, operating and/or maintaining the Product / Software in case of Contract / Order award.

Amarisoft retains and shall retain full ownership of all inventions, designs and processes made or developed before or during :
     (i) the preparation and negotiation of the Proposal as well as
the course of performance of any Contract / Order resulting there from.

14. CONFIDENTIALITY

The Buyer shall keep all information received from Amarisoft in the framework of the Proposal and the resulting Contract / Order (hereinafter called the "Information") in strict confidence and shall not disclose any part of the Information to any person other than its employees who need to know such Information for the purposes making an internal evaluation of the Proposal or, as the case may be, installing, operating and/or maintaining the Product / Software under the Contract / Order. Any other disclosure shall be subject to Amarisoft's prior written approval.

Such commitment shall remain valid for a period of five (5) years from the date of issuance of the Proposal and, in case a Contract / Order is entered into by the Parties, during the performance of such Contract / Order and for a period of five (5) years from the date of expiration of the last obligation under the said Contract / Order or termination of the same.

15. TAXES

All taxes, levies, duties and other charges of any nature, applicable or to become applicable in France for the performance of the Contract / Order, shall be entirely borne by Amarisoft, except for French VAT, Buyer's corporate income tax and Buyer's employees income tax, which if applicable shall be borne by the Buyer in addition to the prices.

All taxes, levies, duties and other charges of any nature, applicable or to become applicable outside France for the performance of the Contract / Order, shall be entirely borne by the Buyer in addition to the prices.

Unless specified otherwise in the Commercial Offer/ Contract / Order, the Buyer, as the importer of the record, shall carry out all import customs clearance formalities and shall pay directly to the relevant authority all taxes, levies, duties and other charges due upon the importation in addition to the prices.

If any payment by the Buyer is subject to withholding tax, the Buyer agrees to increase the amount of any payment which is subject to a withholding or pay an additional amount, as is necessary to ensure that Amarisoft receives the same amount it would have received if there had been no withholding.

Should Amarisoft be obliged to pay any taxes, levies duties and other charges of any nature applicable or to become applicable outside France, the Buyer shall refund the same to Amarisoft within thirty (30) calendar days of receipt of the request for payment. Should such refund be prevented by local legislation, Amarisoft shall reserve the right to increase the prices of the Contract / Order to cover the tax load actually borne.

Provisions of this Section 15 shall survive the completion of any obligation under the Contract / Order or expiration or termination of the Contract / Order.

16. TERMINATION

The Contract / Order may be partly or wholly terminated by either Party, with respect to the uncompleted part thereof only, by operation of law and without demand in the sole following cases:

(i) Material default of the other Party in any of its obligations under the Contract / Order when such default remains unremedied for a period of three (3) months after written notice to remedy by the non defaulting Party; or

(ii) Declared bankruptcy or insolvency of the other Party, or the filing of a petition in bankruptcy or insolvency of such other Party, or any financial incapability of the other Party to perform its obligations hereunder; or

(iii) Force majeure event for a continuous period exceeding six (6) months as provided in clause 11 of these ATC.

Termination shall not prevent or delay the payment of any sum due or to be due by the Buyer, and shall not affect either Party's right to arbitration as per clause 17 of these ATC.

17. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

This Proposal and the ensuing Contract/Order shall be governed and interpreted in accordance with the French laws with the exclusion of their conflict of laws provisions.

In the event of any dispute, controversy or claim arising out of or in connection with this Proposal and/or the Contract / Order (hereinafter called a "Dispute"), the Parties shall in the first instance do their best efforts to settle such Dispute amicably through escalation of such Dispute within their respective organisation.

For Dispute which the Parties are unable to settle amicably between themselves within thirty (30) calendar days according to the foregoing, the Parties agree to submit the said Dispute to settlement proceedings under the International Chamber of Commerce Alternative Disputes Resolution ("ADR") rules.

If the Dispute has not been settled within a period of forty five (45) calendar days or any other period agreed upon following the filing of a request for ADR pursuant to the said ADR rules, such Dispute shall be finally settled by arbitration. The arbitration shall be held in Paris (France) in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the Rules.

At each of the above described steps, the proceedings shall be conducted in the English language.

18. CONTRACT / PURCHASE ORDER EFFECTIVE DATE

Should a Contract / Order result from this Proposal, said Contract / Order shall become effective on the date upon which, after the Contract signature by the Parties / acceptance by Amarisoft of the Order, the following conditions shall be fulfilled:

(i)   receipt by Amarisoft of the payment referred to in Section 4.2 of these ATC

In case where the above mentioned conditions would not be fulfilled within a period of three (3) months computed from the date of signature of the Contract / Order by Amarisoft, said Contract / Order shall automatically be deemed null and void and of no further effect.

19. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants towards the other Party that:

Its directors, officers, employees or agents do not hold any legislative, administrative or judicial office or exercise any public function, or any function in a public corporation, in a state / government controlled entity, or a government agency, or is a public official or agent of an international public organization. It has carried out (and has caused its officers, employees and subcontractors, if any, to proceed as well with) all the formalities required by applicable rules and regulations to exercise its activities and is not under any prohibition or incapacity of whatever nature, either temporary or definitive, including but not limited to those provided for by applicable rules and regulations.

It expressly acknowledges that it shall comply and cause its employees, officers and sub-contractors (if any) to comply with the provisions of the OECD Convention dated December 17th, 1997 on Combating Bribery of Foreign Public Officials in International Business Transactions and of the United Nations Merida Convention dated December 11, 2003 as well as applicable laws against corruption and influence peddling It (on behalf of itself, its officers and employees) undertakes and in particular the French anti-corruption law on Transparency, Fight Against Corruption And Modernization Of The Economy (the "Sapin II law") before or on the date of signature of the Contract/Order.

- that it shall neither allow the occurrence of anything which could cause the other Party, its shareholders, officers or employees to be in breach of the laws, regulations and ethical business practices referred to herein nor infringe the applicable laws, regulations, policies and ethical business practices,
- that it shall neither create nor be implicated nor participate in the creating of any act or deed or situation whatsoever which could render the other Party, its shareholders, officers or employees liable in any manner or way under applicable laws, regulations, policies and ethical business practices or which could lead to proceedings or any legal or administrative action being brought or taken against the other Party, its shareholders, officers or employees.
- that It has the legal right and capacity, powers and authority to execute, deliver and perform its obligations as set forth in this Agreement and that no provision of any existing contract, agreement or instrument binding on it has been or would be contravened by the execution of this Agreement, or by its performance or observance of any of the terms hereof.

All consents, approvals, licenses and authorizations of, and all filings and registrations with, any governmental or statutory agency or authority necessary for the proper execution, delivery, performance of its activities have been obtained or effected and are and shall remain in full force and effect as long as necessary.

20. GENERAL PROVISIONS

20.1 Audit

After entering into these ATC, and for the period of three (3) years thereafter, AMARISOFT or any accredited auditors will have the right to conduct an audit of the Buyer records and computer systems to check that the Buyer has paid to AMARISOFT the amount in accordance with the Products and software licenses in use, accordingly with this ATC.

Any audit will be conducted during regular business hours, with reasonable notice. The Buyer agrees to provide the to the audit team an access to the relevant records and facilities and to provide reasonable assistance to AMARISOFT in connection with this provision. The Buyer agrees to support the expenses linked with the audit if any fault for under nonpayment of Licenses Fees to the Seller are pointed out during the audit procedure.

20.2 Hazardous uses

In case of use of the Product/Software in connection with any system requiring fail-safe performance such as the operation of nuclear power facilities, air traffic control or navigation systems, weapons control systems, life support systems, or any other system whose failure could lead to injury, death, negative consequences, environmental damage or mass destruction, the Buyer will be solely responsible of any expense, loss, injury or damage caused by the use of such Product/Software, and Amarisoft will in any case not be liable.

20.3 Disclaimer

Our Product is designed for laboratory testing purposes only. For any other use of the Product, it is the entire responsibility of the Buyer to maintain full compliance with all local laws and regulations. For information, the Product can be connected to RF modules using cables and/or used within RF shielded chambers when radiating with antennas.

20.4 Enforcement Provisions

The failure of either Party to exercise any of its rights under those ATC for a breach or a default thereof by the other Party shall not be construed as a waiver of any subsequent breach or default, nor shall any delay or omission on the part of either Party to exercise or avail itself any right that it may have hereunder operate as a waiver of such right, unless it is in writing signed by the Party waiving such rights or unless otherwise expressly stated under this Agreement.

20. GENERAL PROVISIONS

20.5 Entire Agreement Amendment

This Proposal set forth the entire ATC between the Parties and supersedes prior proposals, agreements and representations between them, whether written or oral.

20.6 Assignment

The Buyer is not allowed to transfer the Product, assign this License Agreement or assign any of your rights or delegate any of your obligations under these ATC, by operation of law or otherwise (including by merger, sale of assets or consolidation), without Amarisoft's prior written consent. Any attempted assignment in violation of this Section 20.5 will be void.

20.7 Severability

If any of the provisions of this Agreement is found by a competent authority to be void, invalid or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue to be in full force and effect.