

MJT Net Ltd

Software Upgrade Protection ("SUP") Terms and Conditions

Provision of Software Maintenance by MJT Net Ltd is conditioned upon Customer having deployed the current shipping release of the respective MJT Net Ltd Product for which such Software Maintenance is to be provided. Only these terms and conditions, notwithstanding any preprinted or other terms and conditions on Customer's Purchase Order shall govern Your purchase and MJT Net Ltd's provision of Software Maintenance.

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"Software Update" means a version of the Software, which is classified by MJT Net Ltd as a "maintenance" release that corrects deficiencies and/or bugs affecting performance to the Software description.

"Software Upgrade" means a version of the Software as classified by MJT Net Ltd which has been enhanced, improved and/or modified and replaces the existing version of the Software.

"Software Upgrade Protection" means the unique software upgrade protection to be provided by MJT Net Ltd pursuant to this SUP for the MJT Net Ltd Product as set forth in these Terms and Conditions.

"You" or "Your" refers to the Customer applying for Software Upgrade Protection pursuant to these Terms and Conditions.

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MJT Net Ltd

<http://www.mjtnet.com/>

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- b. Your completed order for Software Upgrade Protection, these Terms and Conditions, and the end user license agreement for the MJT Net Ltd Product, these Terms and Conditions shall govern.
- c. This Agreement is governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.
- d. All rights and remedies whether conferred hereunder, or by any other instrument or law will be cumulative and may be exercised singularly or concurrently. The provisions of these Terms and Conditions are deemed to be severable. In case that public policy overrules a provision set forth in these Terms and Conditions or a provision is not enforceable, other provisions are not affected. Failure by MJT Net Ltd to enforce any provision will not be deemed a waiver of future enforcement of that or any other provision.

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