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Means the computer hardware, consisting of a computer or central processing unit and its peripherals and accessories, intended for the Use of the SCANeR(tm)studio Software.

1.2 - Functional Specifications

They are detailed in the document called SCANeR(tm)studio Features and can be made available upon request. This document can be modified by A.V. Simulation without prior notice.

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ARTICLE 7 - LIABILITY

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It shall be your responsibility to protect you by any means at your discretion (notably

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7.2 - Limitation of liability

A.V. Simulation shall not repair any indirect damage, irrespective of the grounds, such as loss of income, commercial or financial loss or increased expenses, due to recourse by a third party or a loss stemming from or consequential to this agreement, as well as any damage to persons or property distinct from the scope of the license.

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In such case, you shall, subject to application of penalty specified in Article 6 and to any applicable legal penalty:

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- Pay all remaining due sums as well as all penalties provided for under the agreement.

In the event you cease to Use the SCANeR(tm)studio Software, it shall return all original items received for the purpose of this License, such as magnetic media and documentation, as well as any copies of these items, including the backup copy. In such case, you shall not be entitled to any reimbursement or compensation of any kind.

ARTICLE 9 - EXPORT RESTRICTIONS

In respect of the origin and source of certain products, you undertake to comply with all applicable export rules.

ARTICLE 10 – Governing Law and disputes

THIS AGREEMENT AND THE DEEDS WHICH RESULT FROM IT ARE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF FRANCE.

IN THE EVENT OF A DISPUTE ENSUING FROM THE INTERPRETATION OR THE PERFORMANCE OF THIS AGREEMENT, A.V. Simulation AND YOU UNDERTAKE TO INITIALLY SEEK A FRIENDLY SOLUTION. IF SUCH A SOLUTION CANNOT BE REACHED, THE DISPUTE WILL BE FOR THE EXCLUSIVE COMPETENCE OF THE COURTS OF PARIS, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR INTRODUCTION OF A THIRD PARTY.

ARTICLE 11 – Data collection

We are continually seeking to develop and enhance the products and services we offer to our customers. To facilitate this process it is helpful for us to collect information related to how customers use our software. By installing and using our products, you are agreeing to participate in our CEIP (Customer Experience Improvement Program) whereby you are granting us permission to collect, maintain, process and use analytics data related to your use of our Software. All the data we collect is anonymous and we do not store any IP addresses or personally identifiable information. For the purpose of the CEIP, we may rely on third party analytics services to collect and process this data and such data is stored and processed on servers located in EU and USA. Should you wish to not participate in our CEIP, please contact support for instructions on how to disable tracking within the software.

