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- (c)

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7. Limited Warranty Subject to this Section 7, HV FED warrants to Ordering Activity that, during the Warranty Period, the Software will function in accordance with the Published Specifications. To make a valid warranty claim,

Ordering Activity must submit a claim to HV FED under the procedures set out at http://www.hds.com/pdf/warranty_and_basic_maintenance_online_terms.pdf.

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- (a) HV FED will indemnify Ordering Activity against liability and will pay the amount of damages, losses and costs finally awarded (or reasonably settled with our written consent), provided that Ordering Activity (i) promptly notifies HV FED of the IP Claim and (ii) allows HV FED to intervene in any litigation, at HV FED's expense and with counsel of our choice ;
- (b) HV FED will, at its option and cost, do any of the following in relation to Software which is or HV FED considers is likely to be the subject of an IP Claim: (i) work with the Government to secure the rights for Ordering Activity to continue to use the Software without infringement or (ii) modify the Software so that it is not infringing or replace it with something that has similar functionality to the Software. If neither option is reasonably possible, HV FED will provide Ordering Activity with a refund, provided that Ordering Activity promptly returns the Software to HV FED.

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(a) HV FED's and Ordering Activity's maximum aggregate liability for all claims relating to all Software licensed to Ordering Activity under these Software License Terms, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to the amount paid for the particular Software which is the subject matter of the claim, up to a maximum of two million US dollars (U.S. \$2,000,000); and

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13. Governing Law. These Software License Terms will be governed by the Federal laws of the United States.

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Use: to use Software in live production for processing data.

Warranty Period: means the ninety-day period following delivery of the Software.

Ordering Activity: end user of the Software.