

End User License Agreement for the Software Development Kit

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 - iii the repair of the goods;
 - iv the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - v the payment of the cost of having the goods repaired; and
 - in the case of the provision of services:
 - i the supplying of the services again; or
 - ii the payment of the cost of having the services supplied again.
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6.2 For the avoidance of doubt, the Licensee is permitted to use the following designations only during the term of this Agreement:

- 'XXX compatible with Blackmagic Design YYY'; and
- 'XXX for Blackmagic Design YYY',

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6.3 For the purposes of this Agreement, the term Marks means any trademark, service mark or trade name of Blackmagic or its affiliates, as the case may be, including but not limited to "DeckLink", "Multibridge", "Intensity", "HDLINK", "Videohub" or "UltraScope", whether or not they are registered or capable of being registered.

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7.1 This Agreement is effective until terminated.

7.2 The Licensor may immediately terminate this Agreement at any time with or without notice:

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- if the Licensee breaches a term of this Agreement.

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7.4 Despite any other provision of this Agreement this clause 7.4 and clauses 2, 3, 4, 5, 6, 7.3 and 8 survive the expiration or termination of this Agreement.

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8.1 This written Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior communications and agreements between the parties as to its subject matter. Each party agrees that unless expressly stated in this Agreement, that party has not relied on any representation, warranty or undertaking of any kind in relation to the subject matter of this Agreement.

- 8.2 If any provision of this Agreement or any part of a provision is unenforceable or void for any reason, then:
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