# **Quick Tour**



ReliaSoft

#### Weibull++ 2020 Quick Tour

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# **Quick Tour of Weibull++**

**Weibull++** offers the most comprehensive toolset available for **reliability life data analysis**, with support for all life data types and all commonly used product lifetime distributions.

Accelerated Life Testing (ALTA) and Accelerated Life Testing PRO (ALTA PRO) utilize powerful life-stress relationship models to design and analyze data from accelerated life tests.

**Reliability Growth (RGA)** supports all of the major **reliability growth models** and can analyze data from both developmental testing and fielded repairable systems. It also includes a comprehensive toolset for advanced reliability growth projections, planning and management.

These applications are also packed with tools for related reliability analysis such as degradation data analysis, stress-strength comparison, reliability test design and design of experiments (DOE). In addition, Weibull++ also supports warranty data analysis, non-parametric data analysis and recurrent event data analysis.

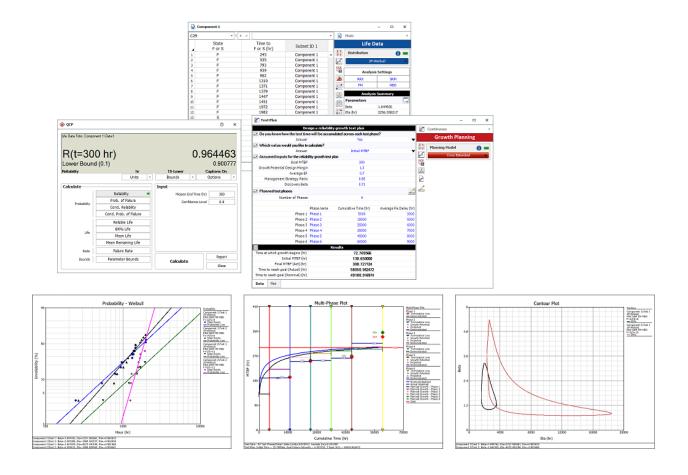
For life data and life-stress data analysis, you can use this application to answer a wide variety of questions such as:

- How many units do you need to test? How much test time? At which stress levels?
- Will the product meet the reliability requirement?
- What is the influence of different failure modes? How does accelerated stress affect life?
- Which design (or supplier) will be more cost-effective over time?
- How many units are likely to be returned under warranty?
- Is there an emerging reliability problem in the field? With a particular supplier? In a particular region?
- When will a crack, wear, etc. degrade to the point of failure?
- What is the typical time to repair? How effective are the repairs?

For growth data analysis, you can use this application to answer a wide variety of questions, such as:

- Will the product meet the MTBF goal? How much test time is required?
- How does the product perform across different test phases? At which phase will the product meet the reliability requirement? What is the initial MTBF?
- How do the test data compare to the reliability growth test plan?
- What failure modes should be fixed and when?
- What is the optimum growth maintenance strategy? When is the best time to schedule maintenance/overhauls?

### Quick Tour of Weibull++



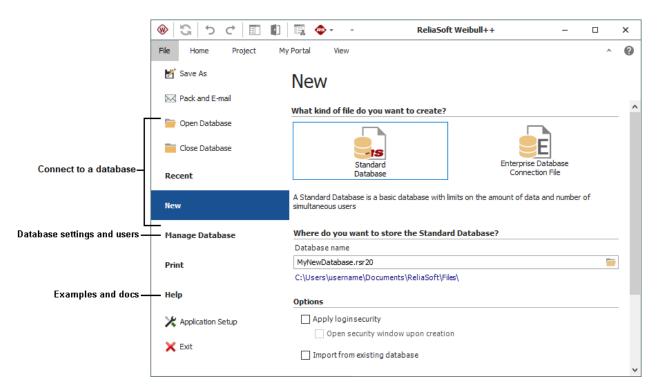
# **Using Databases and Projects**

#### File Menu

Use commands on the **File** menu (**New**, **Recent** or **Open Database**) to create or open a database).

Each database supports simultaneous access by multiple users. If you have admin permissions, use **File > Manage Database** to control user access and manage configurable settings that apply throughout the database.

Use **File > Help** to access online help and shipped examples.

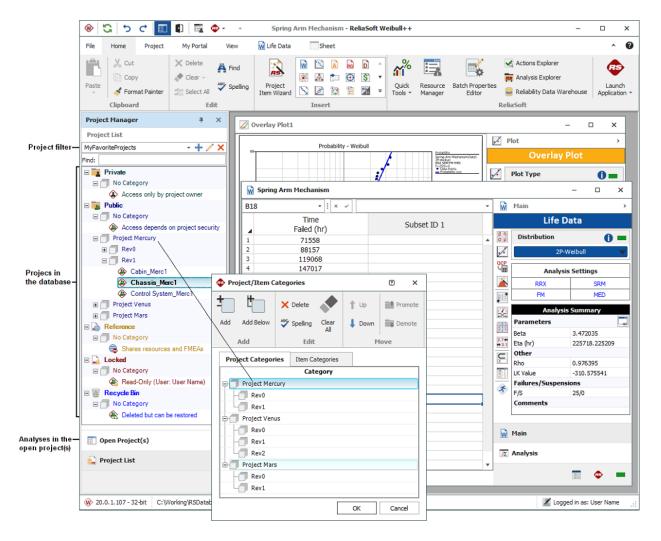


#### **Project List**

Each database can contain multiple projects. Use the **project list** to create or open a project.

If you have a lot of projects:

- Use the **project filter** to limit what's displayed.
- Use the **project category** to group projects within the list.



# **Current Project Explorer**

Use the **current project explorer** to create or open analyses and reports.

You can open the same project in any ReliaSoft desktop application. Analyses and reports are visible only in the application(s) that can edit them:

- Life data folios are only visible in Weibull++
- Fault trees are only visible in BlockSim
- FMEAs are only visible in XFMEA, RCM++ or RBI
- Etc.

Common features such as **project plans**, **resources** and **project attachments** are visible in all ReliaSoft desktop applications.

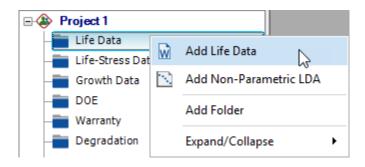
# **Using Life Data Folios**

Weibull++'s life data folio allows you to fit a statistical distribution to failure time data in order to understand the reliability performance of a product over time or to make projections about future behavior. From the analysis, you can obtain reliability information about a product such as probability of failure, reliability, mean life or failure rate.

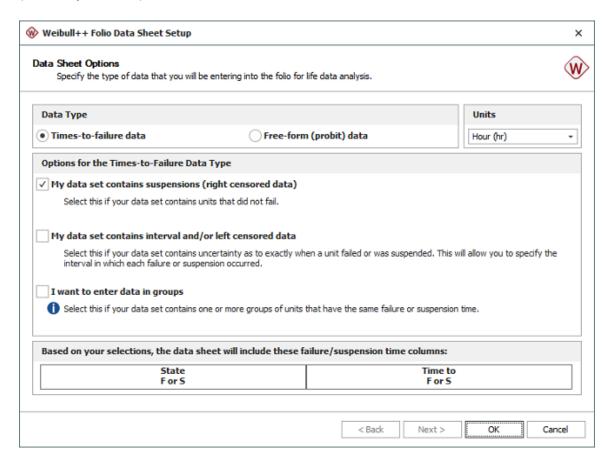
The basic steps for using a life data folio are:

#### 1. Add life data folio

Right-click the Life Data folder in the current project explorer and choose **Add Life Data**.

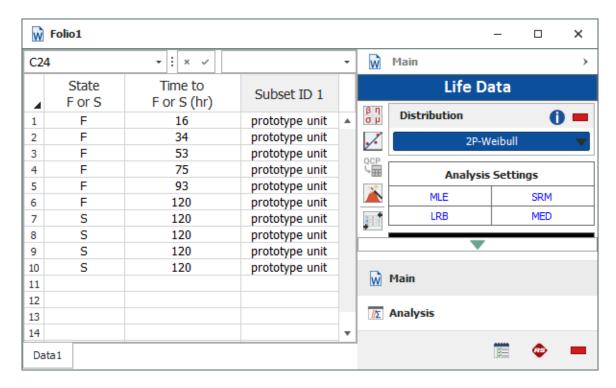


In the setup window, select the desired data type and the units for time/usage values (hours, cycles, etc.).



#### 2. Enter data

Enter the data and use the control panel to specify the life distribution and analysis settings.

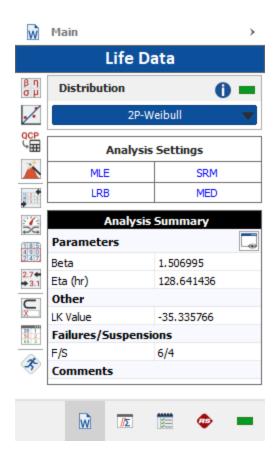


#### 3. Analyze data

Click the Calculate icon on the control panel.



The Analysis Summary area displays the parameters of the distribution. Click the **Detailed Summary** icon to view more information.

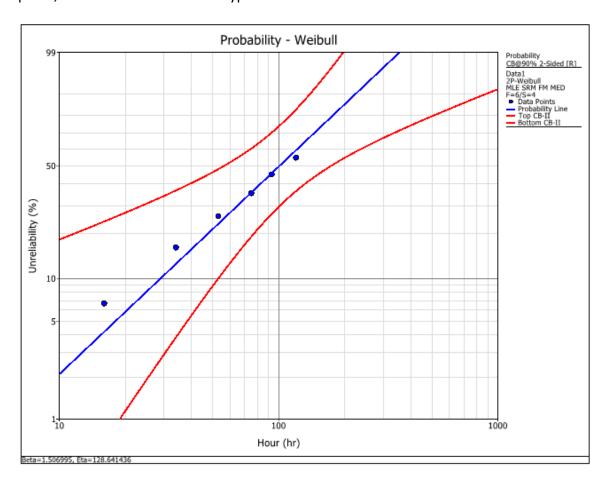


#### 4. View plots

Click the **Plot** icon on the control panel to open the plot sheet.



To show the confidence bounds, click the **Confidence Bounds** link on the plot's control panel, and then set the desired type of bounds and confidence level.

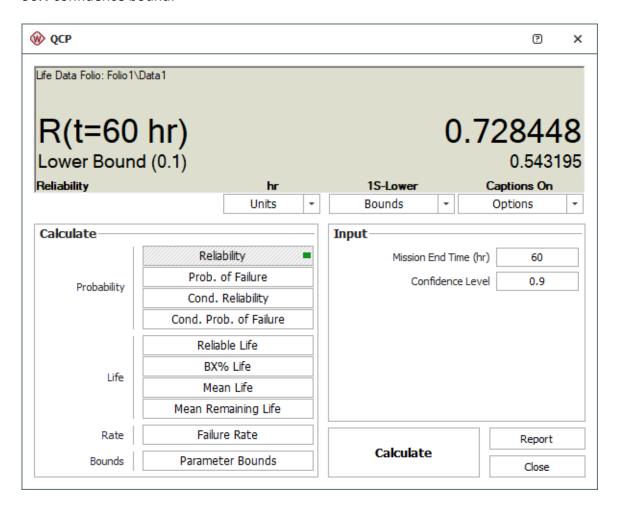


#### 5. Calculate metrics

Click the **QCP** icon on the control panel to open the Quick Calculation Pad.

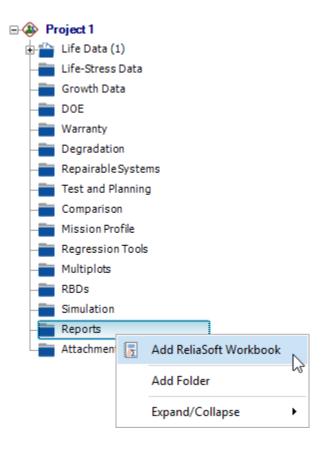


The following example shows the estimates for the reliability and the lower one-sided 90% confidence bound.

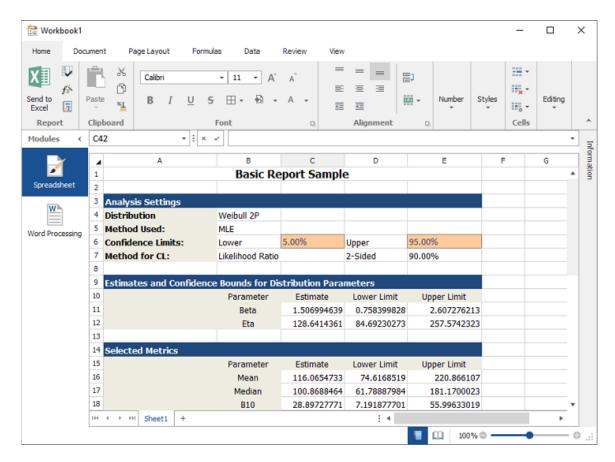


#### 6. Create report

Right-click the Reports folder in the current project explorer and choose **Add ReliaSoft Workbook**.



In the ReliaSoft Workbook wizard, select the folio as the default data source. If desired, you can also select a standard or user-defined report template (e.g., the "Weibull Summary Style 1 Template" is shown below).



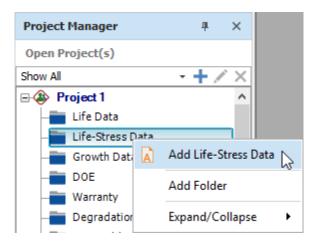
# **Using Life-Stress Data Folios**

Weibull++'s life-stress data folio allows you to perform quantitative accelerated life testing data analysis. In this analysis, you extrapolate a product's failure behavior at normal conditions from life data obtained at accelerated stress levels. Since products fail more quickly at accelerated stress levels, the analysis allows you to obtain reliability information about a product (e.g., mean life, probability of failure at a specific time, etc.) in a shorter time.

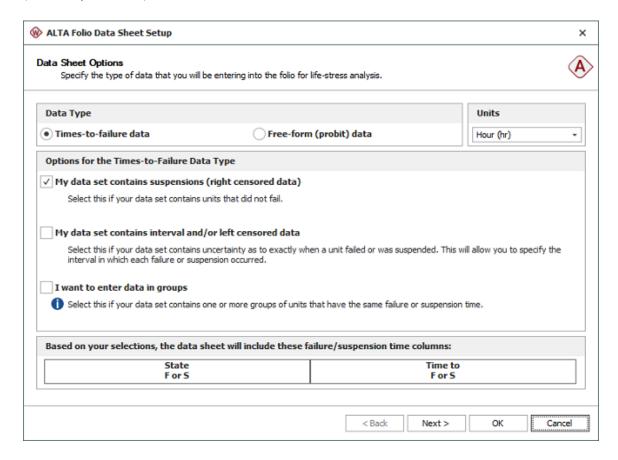
The basic steps for using a life-stress data folio are:

#### 1. Add life-stress data folio

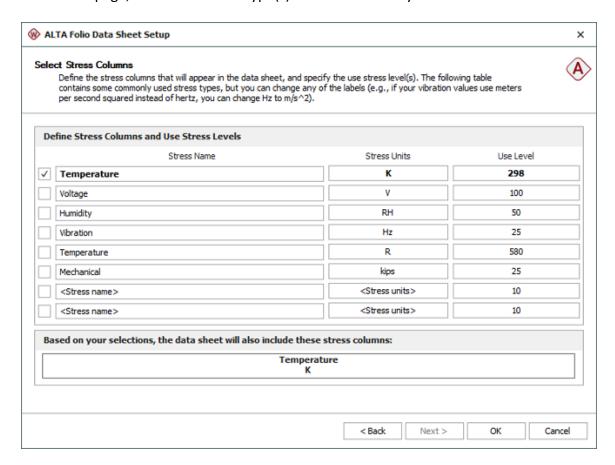
Right-click the Life-Stress Data folder in the current project explorer and choose **Add Life-Stress Data**.



In the setup window, select the desired censoring type and units for time/usage values (hours, cycles, etc.).

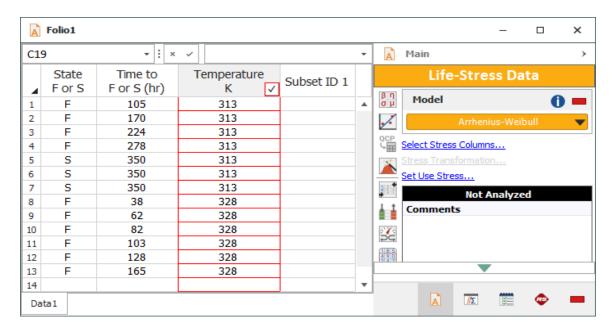


In the next page, define the stress type(s) to use in the analysis and the use stress level.



### 2. Enter data

Enter the data and use the control panel to specify the life-stress model.

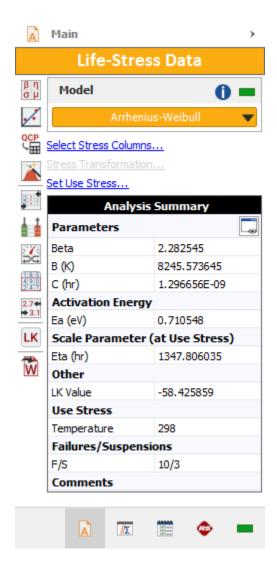


#### 3. Analyze data

Click the **Calculate** icon on the control panel.



The Analysis Summary area displays the parameters of the distribution. Click the **Detailed Summary** icon to view more information.

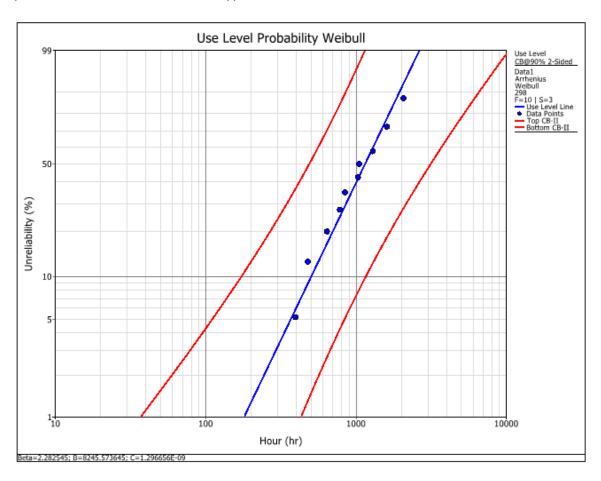


#### 4. View plots

Click the **Plot** icon on the control panel to open the plot sheet.



To show the confidence bounds, click the **Confidence Bounds** link on the plot's control panel, and then set the desired type of bounds and confidence level.

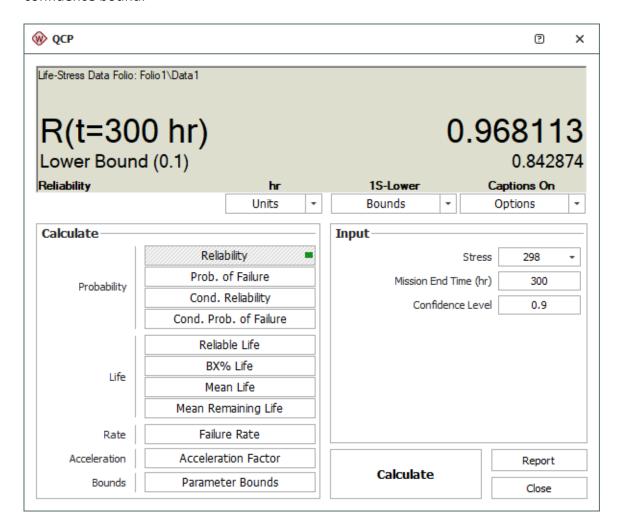


#### 5. Calculate metrics

Click the **QCP** icon on the control panel to open the Quick Calculation Pad.



The following example shows the estimates for reliability and the lower one-sided 90% confidence bound.



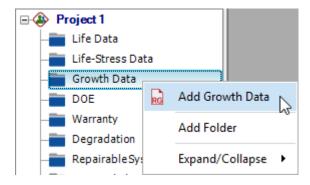
# **Using Growth Data Folios**

Weibull++'s growth data folio supports traditional reliability growth analysis, repairable systems analysis and reliability growth projections. The data type you select determines the type of analysis you can perform.

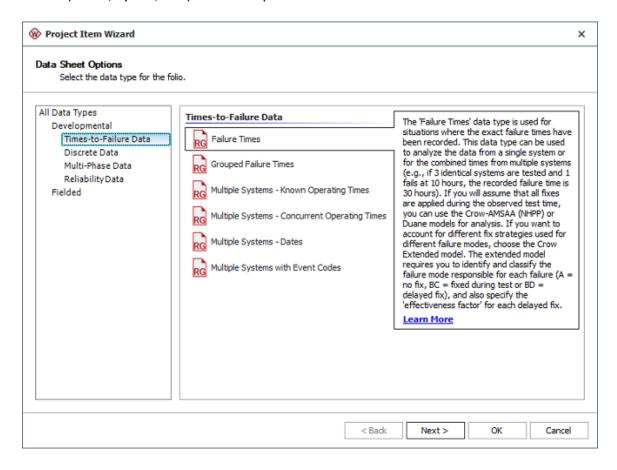
The basic steps for using a growth data folio are:

#### 1. Add growth data folio

Right-click the Growth Data folder in the current project explorer and choose **Add Growth Data**.

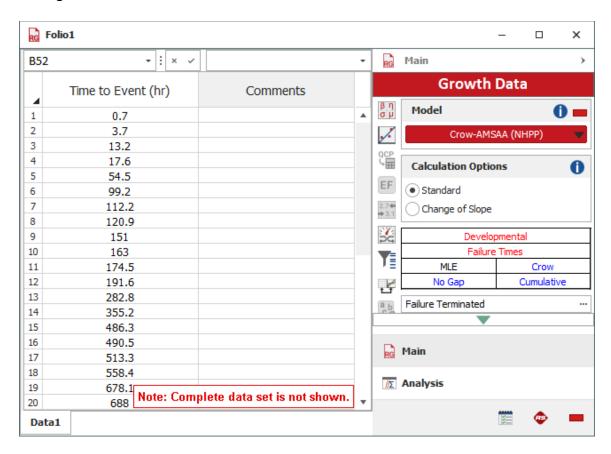


In the setup window, select the desired data type. Then click **Next** to set the units for values (hours, cycles, etc.) and other preferences.



#### 2. Enter data

Enter the data and use the control panel to specify the growth model and analysis settings.

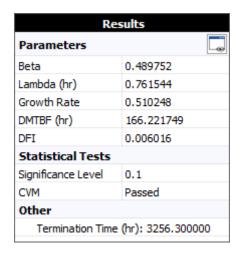


#### 3. Analyze data

Click the **Calculate** icon on the control panel.



The Analysis Summary area displays the parameters of the growth model. Click the **Detailed Summary** icon to view more information.

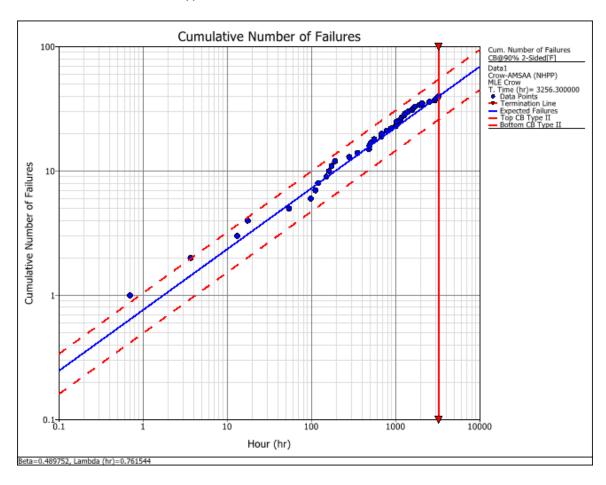


#### 4. View plots

Click the **Plot** icon on the control panel to open the plot sheet.



To show the confidence bounds, right-click the plot, choose **Show Confidence Bounds**, and then set the desired type of bounds and confidence level.

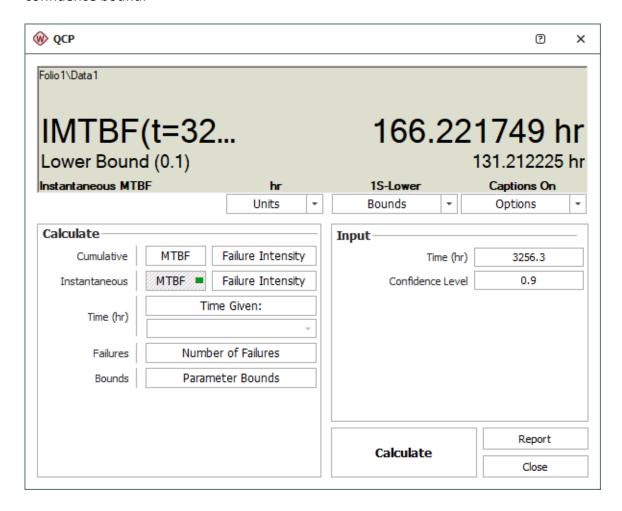


#### 5. Calculate metrics

Click the **QCP** icon on the control panel to open the Quick Calculation Pad.



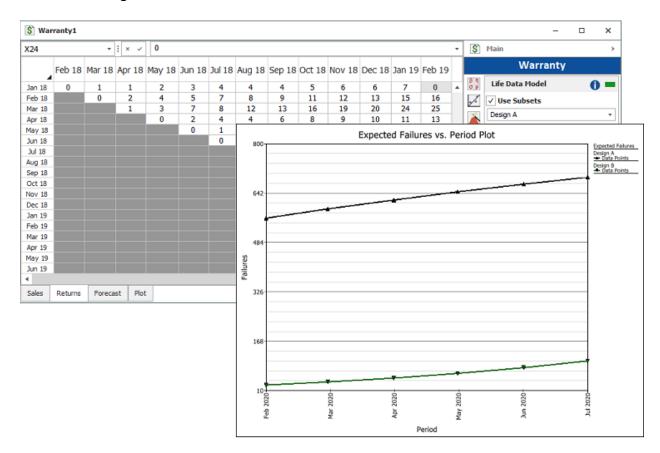
The following example shows the instantaneous MTBF with the lower one-sided 90% confidence bound.



# **More Analyses and Tools**

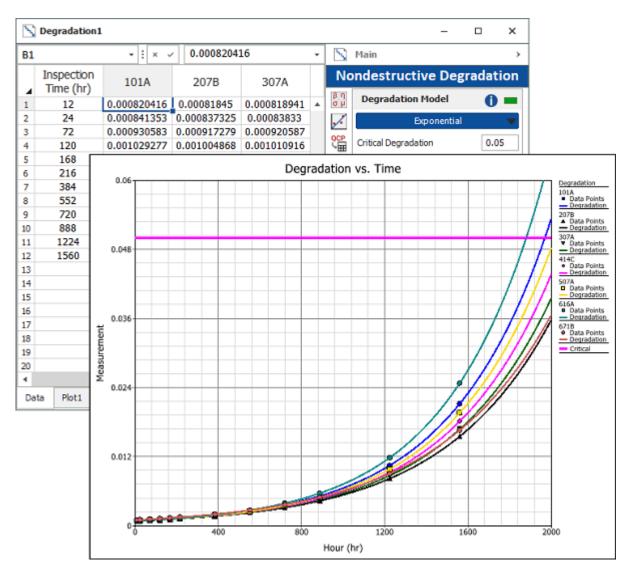
# **Warranty Data Analysis**

For life data analysis, the Warranty folio offers a choice of 4 data entry formats that use sales and returns data to predict future returns under warranty: Nevada, Times-to-Failure, Dates of Failure and Usage.



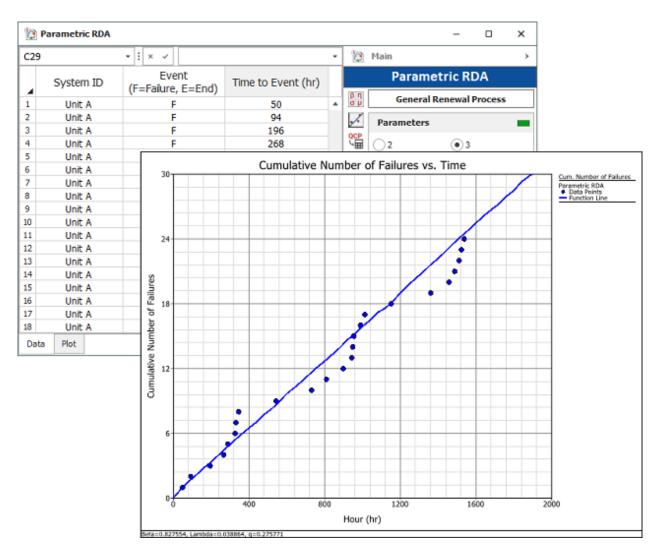
#### **Degradation**

For life data and life-stress analyses, the Degradation folio extrapolates expected failure times based on how a performance measure (e.g., crack propagation, tread depth, vibration) has degraded over time.



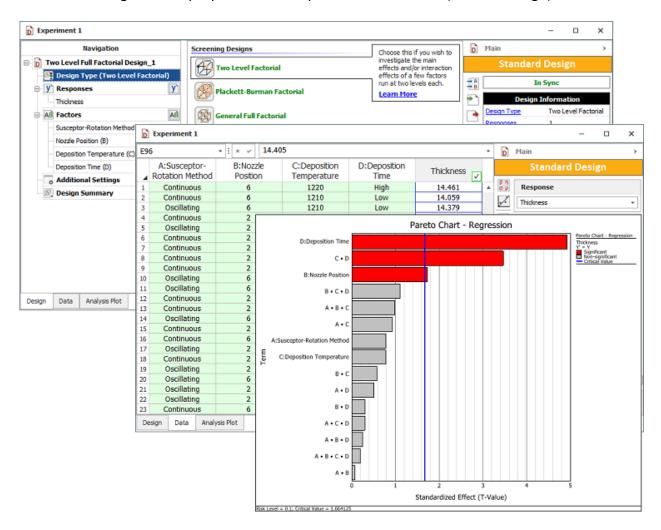
### **Recurrent Event Data Analysis**

For life data analysis, the non-parametric RDA folio uses the Mean Cumulative Function to plot the average number of recurring failures over a given period of time. The parametric RDA folio uses the General Renewal Process (GRP) model, which considers the effectiveness of repairs, to model the cumulative number of failures over time.



### **Design of Experiments**

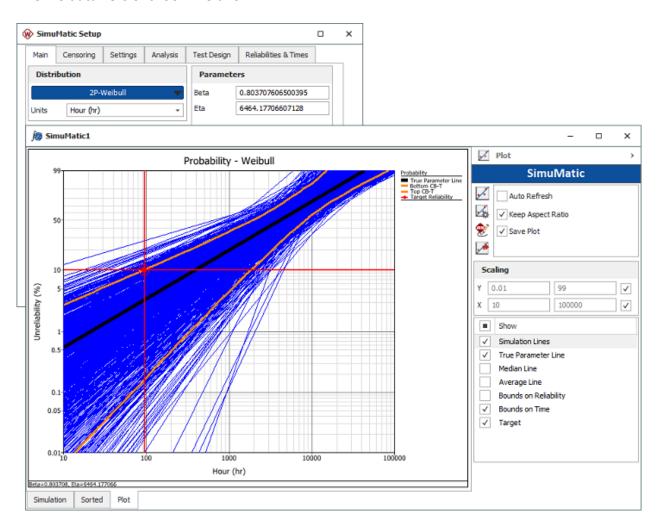
A set of Design folios provide techniques for DOE analyses such as identifying key factors that affect performance (standard design), minimizing a system's sensitivity to noise (robust design) and determining the best proportion of components in a mixture (mixture design).



#### Monte Carlo Data Generation and SimuMatic

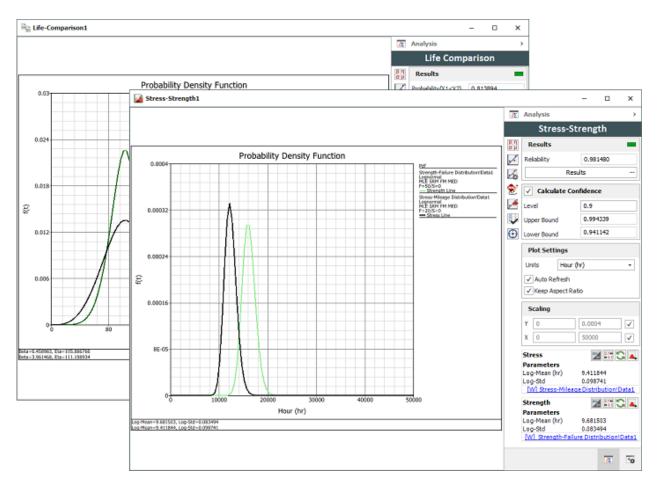
For life data and life-stress data analyses, the Monte Carlo utility generates a data set based on a specified probability distribution. SimuMatic performs analyses on a large number of simulated data sets, based on a specified probability distribution. For growth data analysis, the Monte Carlo utility generates a data set based on the Crow-AMSAA model, with specified beta and lambda parameters while SimuMatic performs analyses on a large number of simulated data sets, based on the Crow-AMSAA model.

#### The life data versions look like this:



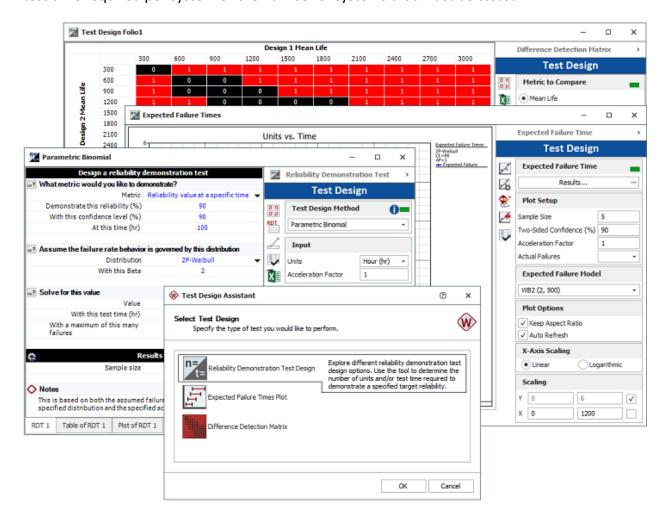
### **Comparison Folios**

The Life Comparison folio determines the probability that the life of one population will be greater or less than that of the second. The Stress-Strength analysis folio determines the probability of failure based on the probability of stress exceeding strength.



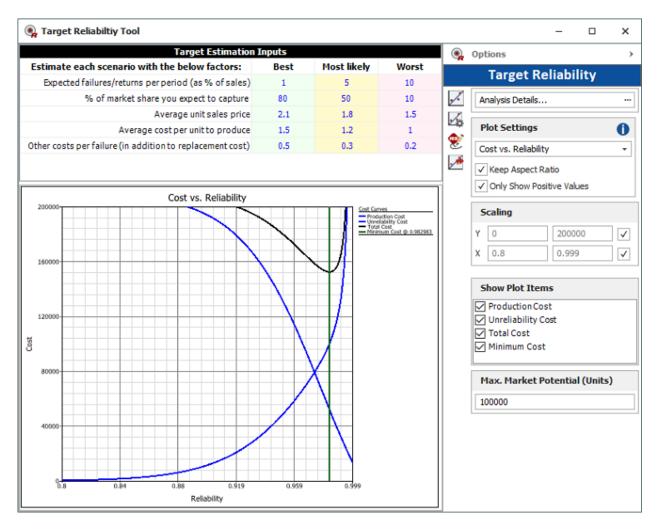
#### **Test Design**

For life data analysis, Weibull++ offers a choice of tools to assist with reliability test design: Reliability Demonstration Test (Parametric Binomial, Non-Parametric Binomial, Exponential Chi-Squared or Non-Parametric Bayesian), Expected Failure Times Plot and Difference Detection Matrix. For growth data analysis, the Test Design folio uses the non-homogeneous Poisson process (NHPP) to design a demonstration test for repairable systems by solving for either the test time required per system or the number of systems that must be tested.



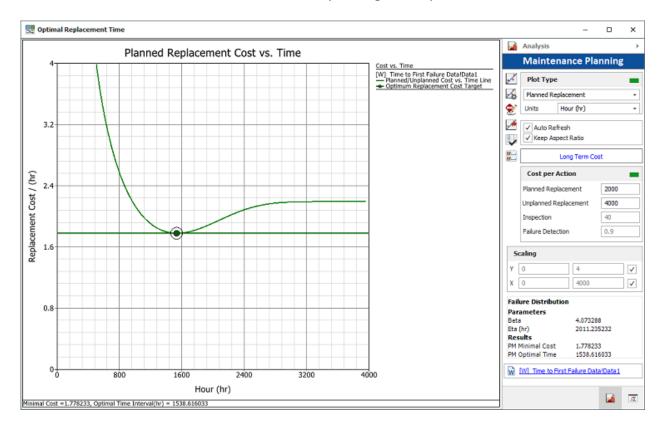
## **Target Reliability Planner**

For life data analysis, the Target Reliability folio finds the optimum cost and reliability of a product, given estimates for various factors involved in the product's production and sale.



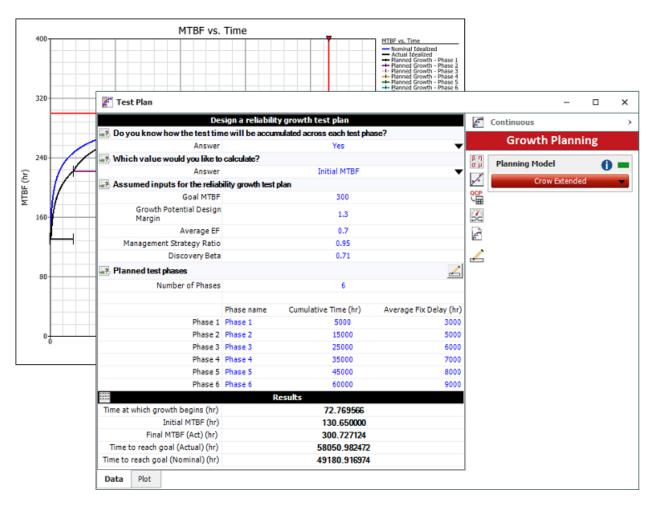
## **Maintenance Planning**

For life data analysis, the Maintenance Planning folio uses the optimum replacement age model to determine the most cost-effective time to replace aged components.



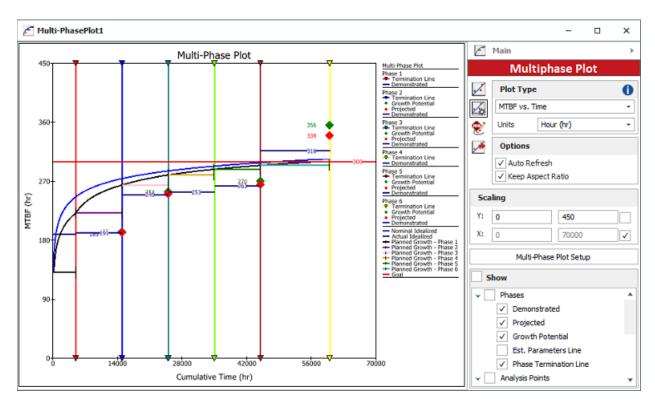
# **Growth Planning**

For growth data analysis, the Growth Planning folio helps you to create a multi-phase reliability growth testing program that is designed to achieve a specific MTBF or reliability goal.



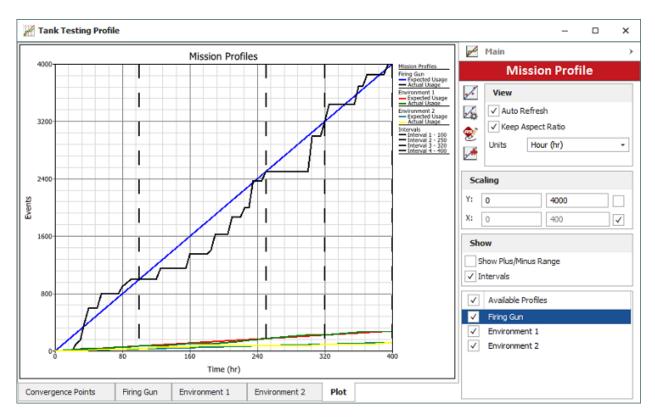
# **Multi-Phase plot**

For growth data analysis, the Multi-Phase plot displays actual test results (e.g., demonstrated, projected and growth potential MTBF or failure intensity) across multiple analysis points and/or test phases. It can be linked to a growth planning folio to compare actual test results against the test plan.



# **Mission Profiles**

For growth data analysis, Mission profiles help to create a balanced operational test plan and track the actual testing against the plan to make sure the data will be suitable for reliability growth analysis.



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YOU SHOULD PRINT A COPY OF THIS LICENCE AGREEMENT FOR FUTURE REFERENCE.

#### LICENCE AGREEMENT

# 1. Ownership of Software Products and Copies

1.1 The Software Products and any printed materials or electronic documentation accompanying the Software Products ('**Documentation**') are copyrighted works of authorship, and are also protected under applicable database laws. The Licensor, or, where applicable, the relevant member of the Licensor's corporate group, retains ownership of the Software Products and all subsequent copies of the Software

Products, regardless of the form in which the copies may exist. This Licence Agreement is not a sale of the original Software Products or any copies.

#### 2. Commercial Licence

2.1 In consideration of you agreeing to abide by the terms of this Licence Agreement and payment of the applicable licence fees either to the Licensor or, if you have purchased the Software Products from an Authorised Reseller, to the Authorised Reseller (as specified in the Quotation), the Licensor hereby grants to you a personal, non-exclusive, and (unless expressly agreed otherwise by the Licensor in accordance with clause 5.1) non-transferable licence to use the Software Products and the Documentation on the terms of this Licence Agreement. The licence shall take one of the following forms, (and shall be set out in the Quotation):

# (a) Annual Licence:

- (i) Duration this Licence shall continue for a period of 12 months ('Initial Period') from the date of delivery of the Quotation ("the Delivery Date") and, provided that you have paid all applicable renewal fees, from year to year thereafter unless terminated in accordance with any provision of clause 10 below or any other clause of this Licence Agreement
- (ii) Termination you must give the Licensor 90 day's written notice prior to the anniversary of the Delivery Date, such notice not to expire before such anniversary date.

# (b) Paid Up Licence:

- (i) Duration this Licence shall continue for a period of 25 years from the Delivery Date unless terminated in accordance with any provision of clause 10 below or any other clause of this Licence Agreement.
- (ii) Conversion this Licence may be converted to a CDS (this may include CRS and CDRS which are specific variations of CDS and collectively known as CDS) Licence, upon application to either the Licensor or the Authorised Reseller (if you have purchased the Software Products from an Authorised Reseller), and payment of an additional fee to the Licensor or the Authorised Reseller, (as applicable) which shall be additional to the fees paid or payable in respect of any maintenance and support services provided by either by the Licensor or the Authorised Reseller (if you have purchased the Software Products from an Authorised Reseller), You may reverse this conversion to the same terms as agreed in the Paid Up Licence at the anniversary of the conversion by giving the Licensor 90 days written notice prior to the anniversary of the Delivery Date, such notice not to expire before the anniversary of the Delivery Date.

### (c) CDS/CRS/CDRS Licence:

(i) Access – subject to the terms and conditions of this Licence Agreement, you may access any of the Software Products in the Quotation at any one time and in any combination up to the number of subscriptions granting you access to the Software Products for simultaneous use by you and purchased by you pursuant to this Agreement ('Access Credits'). In the event the number of Access Credits reaches the number of Access Credits duly paid for by you ('Access Limit'), you may add additional Access Credits (or, alternatively, at any time during the Term) which shall be charged in accordance with either the Licensor's prices or the Authorised Reseller's prices (if you have purchased the Software Products from an Authorised Reseller) Such increase in Access Credits shall apply to the following 12 month period, unless you give the Licensor or the Authorised Reseller (as applicable) written notice at least 90 days in advance of the expiry of the Initial Period, that you do not wish to sustain such increase in Access Credits. You may opt to reduce the number of Access Credits with

90 days written notice in advance of the 12 month period following from the anniversary of the Delivery Date, provided that the total number of Access Credits does not fall below the minimum threshold set by the Licensor or the Authorised Reseller (as applicable) or below the initial number of Access Credits calculated at the time of conversion of any Paid Up Licence.

- (ii) Duration this Licence shall continue for the Initial Period and, provided that you have paid for the applicable Access Credits, from year to year thereafter unless terminated in accordance with any provision of clause 10 below or any other clause of this Licence Agreement;
- (iii) Reporting in order to serve our customers better, the Licensor needs to be able to understand how its customers use the CDS system. As a condition of your continued access to the system, you are asked to provide to the Licensor on a quarterly basis, the CDS log file. You will be provided with easy-to-follow instructions on how to do this.
- (iv) Termination you must give the Licensor 90 days written notice in advance of the expiry of the Initial Period of your intention to discontinue the CDS Licence, such notice not to expire before the anniversary of the Delivery Date, and you must have submitted all reports required of you in clause 2.1(c)(iii) above. Failure to provide such notice and reports will mean that the license shall automatically continue on the same terms until terminated in accordance with this clause.
- 2.2 As an end user licensee of the Software Products, you may, subject to the following conditions and any conditions specified in the Quotation:
  - (a) use and copy the Software Products only for use on any computer system that is detailed in the release notes of the respective Software Product and which is licenced, leased and/or controlled by you (the Corporate Licensee) or any member of your corporate group, which expression includes the Corporate Licensee's majority-owned subsidiaries, any parent company having a majorityowned interest in the Corporate Licensee, and such parent's majority-owned subsidiaries;
  - (b) load the Software Products into and use it only on computers at the locations specified in the Quotation and which are under your control; and
  - (c) copy the Software Products only for back-up and archival purposes and make up to three copies of the Documentation, provided that the original and each copy is kept in your possession and that your installation and use of the Software Products does not exceed any restrictions contained in the Quotation.

#### 3. Demonstration Licence

- 3.1 If the Licensor has provided you with the Software Products free of charge for evaluation purposes, this clause 3 shall apply to your use of the Software Products.
- 3.2 You may use the Software Product on a computer solely for the purposes of evaluating the Software Product.
- 3.3 The Software Product is provided to you free of charge and on an "AS IS" basis, without any technical support or warranty of any kind from us including, without limitation, a warranty of satisfactory quality, fitness for purpose and non-infringement.
- 3.4 This Licence shall continue for a period of 30 days from the Delivery Date unless terminated in accordance with any provision of clause 10 below or any other applicable clause of this Licence Agreement or until such Licence is converted into an Annual Licence, Paid Up Licence or CDS Licence, if earlier.

- 3.5 As part of the Licensor's testing and evaluation of the Software Products, you shall share with the Licensor the input and views received and any reports and analysis produced promptly upon receipt of such feedback.
- 3.6 Clauses 4, 5.1(a), 6.1(b), 6.1(f), 8.1, 8.2, 8.5, 10.1(a) of this Licence Agreement shall not apply to a Demonstration Licence.

# 4. Delivery and Risk

4.1 The Software Products shall consist of one copy of the object code of the Software Products on machine-readable form only, on the disk, dongle or other media on which the Software Product is delivered as described in the Quotation (the "Media"). Risk in the Media shall pass to you on delivery. If any part of the Media shall thereafter be lost, damaged or destroyed, you must contact either the Licensor or the Authorised Reseller from whom you have purchased the Software Products who will arrange for a repair or replacement of such Media at a cost (if any) determined by the Licensor or the Authorised Reseller (as applicable).

#### 5. Licence Restrictions

- 5.1 You may not nor permit others to:
  - transfer the Software Products from one location to another, without the express written consent of the Licensor and provided such transfers do not exceed two in any twelve month period. It will be a condition of the grant of any such consent that the Software Products held on hard drives at the current location must be erased and you must enter into a new licence agreement with the Licensor before a Software Products licence key is provided to you. The administration charge (currently US \$1,500) will be payable by you in respect of such transfer.; This charge is only applicable to end user licensees who do not have a support and maintenance services agreement with the Licensor or Authorised Reseller:
  - (b) exceed the number of concurrent users specified in the Quotation, if any;
  - (c) sub-licence, sell, assign, rent, pledge, lease, transfer or otherwise dispose of the Software Products, on a temporary or permanent basis, without the prior written consent of the Licensor,
  - (d) translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Software Products except as permitted by law;
  - (e) make copies of the Software Products, in whole or part, except for back-up or archival purposes as permitted in this Licence Agreement;
  - (f) use any back-up copy of the Software Products for any purpose other than to replace the original copy in the event that it is destroyed or becomes defective;
  - (g) copy the Documentation (except as provided by this Licence Agreement);
  - (h) adapt, modify, delete or translate the Documentation in any way for any purpose whatsoever;
  - (i) vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software Products.

### 6. Open Source

Notwithstanding the foregoing provisions, You acknowledge that certain components of the Software Product may be covered by so-called open source software licenses ("Open Source Components"), which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including without limitation any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in

source code format. To the extent required by the licenses covering Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to Open Source Components prohibit any of the restriction in this License Agreement with respect to such Open Source Components, such restrictions will not apply to such Open Source Components. To the extent the terms of the licenses applicable to Open Source Components require Licensor to make an offer to provide source code or related information in connection with the Software Product, such offer is hereby made. Any request for source code or related information should be directed only to Customer Support, HBM United Kingdom Limited, AMP Technology Centre, Brunel Way, Catcliffe, Rotherham, South Yorkshire, S60 5WG, United Kingdom. You acknowledge receipt of notices for the Open Source Components for the initial delivery of the Software Product.

# 7. Undertakings

### 7.1 You undertake:

- (a) to ensure that, prior to use of the Software Products by your employees or agents, all such parties are notified of this Licence and the terms of this Licence Agreement and that any such use as aforesaid is in accordance with the terms of this Licence Agreement;
- (b) to replace the current version of the Software Product with any updated or upgraded version or new release provided by the Licensor or the Authorised Reseller (if applicable) under the terms of this Licence Agreement immediately on receipt of such version or release;
- (c) to use the Software Products only as described in the Documentation and subject to the restrictions as set out in clause 5 (Licence Restrictions above):
- (d) to reproduce and include the Licensor's copyright notice (or such other party's copyright notice as specified on the Software Products) on all and any copies of the Software Products, including any partial copies of the Software Products as permitted to be made under the terms of this Licence Agreement;
- (e) to hold all drawings, specifications, data (including object and source codes), Software Products listings and all other information relating to the Software Products confidential and not at any time, during this Licence or after its expiry, disclose the same, whether directly or indirectly, to any third party without the Licensor's consent and
- (f) to effect and maintain adequate security measures to safeguard the Software Product from access or use by any unauthorised person and indemnify the Licensor for losses flowing from your failure to do so.

### 8. Intellectual Property Rights

- 8.1 You acknowledge that all intellectual property rights in the Software Product and the Documentation throughout the world belong to the Licensor, that rights in the Software Product are licensed (not sold) to you, and that you have no rights in, or to, the Software Product or the Documentation other than the right to use them in accordance with the terms of this Licence Agreement.
- 8.2 You acknowledge that you have no right to have access to the Software Product in source code form or in unlocked coding or with comments.
- 8.3 The integrity of this Software Product is protected by technical protection measures ("TPM") so that the intellectual property rights, including copyright, in the software of the Licensor are not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in your possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such TPM.

# 9. Limited Warranty

- 9.1 Subject to the limitations and exclusions of liability below and providing the Software is used in accordance with the Documentation and on an operating system or computer for which it was designed, the Licensor warrants that (a) the Media on which the Software Products is furnished will be free from material defects under normal use for a period of 90 days from the date of delivery (the "Warranty Period"); and that (b) during the Warranty Period, the Software Product will, when properly used, perform substantially in accordance with the functions described in the Documentation; and (c) that the Documentation correctly describes the operation of the Software Product in all material respects.
- 9.2 If, within the Warranty Period, you notify the Licensor in writing of any defect or fault in the Software Product in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from you having amended the Software Product or used it in contravention of the terms of this Licence Agreement, the Licensor will, at its sole option, i) repair or replace the Software Product, provided that you make available all information that may be necessary to assist the Licensor in resolving the defect or fault, including sufficient information to enable the Licensor to recreate the defect or fault, or ii) terminate this Licence Agreement immediately by notice in writing to you and the Licensor will refund or if the Software Products have been purchased from an Authorised Reseller will procure that the Authorised Reseller shall refund; any of the fees paid as at the date of termination (less a reasonable sum in respect of your use of the Software Product to the date of termination) on return of the Software Product and all copies thereof. The Licensor's obligation under this clause 8.2 is subject to your compliance with clause 6.1(b).
- 9.3 You acknowledge that the Software Product has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software Product as described in the Documentation meet your requirements.
- 9.4 You acknowledge that the Software Product may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of this Licence Agreement.
- 9.5 The Licensor shall not be liable under the said warranty above if the Software Product fails to operate in accordance with the said warranty as a result of any modification, variation or addition to the Software Products not performed by the Licensor or caused by any abuse, corruption or incorrect use of the Software Products, including use of the Software Products with equipment or other software which is incompatible.
- 9.6 All other conditions, warranties or other terms which might have effect or be implied or incorporated into this Licence Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

# 10. Exclusion of Liability

- 10.1 Nothing in this Licence Agreement shall limit or exclude the liability of either party for death or personal injury resulting from negligence, for fraud or for fraudulent misrepresentation.
- 10.2 Subject to clause 9.1, the Licensor shall have no liability for any losses or damages which may be suffered by you (or any person claiming under or through you), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following:
  - (a) loss of income;
  - (b) loss of business profits or contracts;
  - (c) business interruption;

- (d) loss of the use of money or anticipated savings;
- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data; or
- (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this clause 9.2 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 8 or a claim for a refund of the licence fees paid to the Licensor or the Authorised Reseller (as applicable) for the licence of the Software Products.

- 10.3 Subject to clause 9.1 and clause 9.2, the Licensor's maximum aggregate liability under or in connection with this Licence Agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to the fees paid by you to the Licensor or the Authorised Reseller (as applicable) for the licence of the Software Products.
- 10.4 Subject to clause 9.1, clause 9.2 and clause 9.3, the Licensor's liability for infringement of third party intellectual property rights shall be limited to breaches of third party rights subsisting in the UK and USA.
- 10.5 This Licence Agreement sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence Agreement. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this Licence Agreement, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

### 11. Term and Termination

- 11.1 This Licence Agreement is effective for the period referred to clause 2.1 or until otherwise terminated in accordance with that clause. The Licensor may terminate this Licence Agreement immediately by written notice to you if:
  - (a) save in respect of a Paid Up Licence, if you purchase the Software Products directly from the Licensor, you fail to pay any renewal or other fees due by you to the Licensor in respect of this Licence Agreement;
  - (b) you fail to comply with any provisions of this Licence Agreement;
  - (c) you commit a material or persistent breach of this Licence Agreement which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so; or
  - (d) a petition for a bankruptcy order to be made against you has been presented to the court; or
  - (e) where you, as the Corporate Licensee, become insolvent or unable to pay its (the company's) debts, enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, or becomes unable to pay its debts or ceases to trade.
- 11.2 In the event of termination in accordance with clause 10.1 you must immediately pay to the Licensor any sums due to the Licensor under the Licence Agreement and (at the Licensor's sole option) you must return, destroy or delete all copies of the Software Products from all storage media in your control and,

in the case of destruction, certify to us that you have done so.

# 12. Export

12.1 You will comply with all applicable laws, rules, and regulations governing export of goods and information, including the laws of the countries in which the Software Products was created. In particular, you will not export or re-export, directly or indirectly, separately or as a part of a system, the Software Products or other information relating thereto to any country for which an export licence or other approval is required, without first obtaining such licence or other approval.

### 13. General

- 13.1 You agree that the Licensor shall have the right, after supplying undertakings as to confidentiality, to audit any computer system on which the Software Products are installed in order to verify compliance with this Licence Agreement.
- 13.2 You agree that the Licensor may use your company name in Licensor's customer lists and other promotional materials describing your company as a customer or user of Licensor's software or services, as applicable, unless it receives written notice from you objecting to such use.
- 13.3 This Licence Agreement, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.
- 13.4 This Licence Agreement constitutes the complete and exclusive statement of the agreement between the Licensor and you with respect to the subject matter of this Licence and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter except for those expressly referred to in this Licence Agreement.
- 13.5 Any clause in this Licence Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Licence Agreement shall not be affected by that deletion.
- 13.6 Failure or neglect by either party to exercise any of its rights or remedies under this Licence Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Licence Agreement nor prejudice that party's right to take subsequent action.
- 13.7 This Licence Agreement is personal to you and you may not assign, transfer, sub-contract or otherwise part with this Licence or any right or obligation under it without the Licensor's prior written consent.