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(c) a refund of the amount paid by you for the goods or services to which the breach relates.

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5.3 Your exclusive remedy in the event of any breach by ERS of any term, condition or warranty (expressed or implied) of this Agreement shall be limited, at ERS' option, to the exclusive remedies set forth in clause 4.2. In addition, and to the maximum extent permitted by law, ERS' maximum aggregate liability for all claims under or relating to this Agreement or its subject matter is limited to an amount equal to the Licence Fees paid by you under this Agreement. In calculating ERS' aggregate liability under this clause 5.3, the parties must include any amounts paid or the value of any goods or services replaced, repaired or supplied by us for a breach of the implied conditions and warranties referred to in clause 4.2.

5.4 ERS' liability to you under or in relation to this Agreement or its subject matter is reduced to the extent that your acts or omissions or those of a third party contribute to or cause any such liability.

5.5 The limitations of liability in this clause 5 apply regardless of the basis on which such liability arises, whether in contract, breach of warranty, tort (including negligence), in equity, under statute, under an indemnity or on any other basis.

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    (a)   You may not transfer, assign or novate any of your rights under this Agreement without ERS' prior written consent.

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    (c)   This Agreement is governed by the law in force from time to time in the State of New York, and the parties irrevocably agree to submit to the non exclusive jurisdiction of the courts of that State.

    (d)   If any part of this Agreement is void or unenforceable that part will be severable from and will not affect the enforceability of the remaining provisions.

    (e)   No amendment, modification or addition to this Agreement is binding unless in writing and signed by an authorised person for the party against whom the amendment, modification or addition is sought to be enforced.

    (f)   No wavier of any breach of the terms of this Agreement is effective unless that waiver is in writing and signed by the waiving party. No wavier of any breach is a waiver of any other or subsequent breach.

    (g)   The rights and remedies of a party under this Agreement do not exclude any other right or remedy provided by law.