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1. Condition Precedent to Sale and License.

All purchases of the Software license are expressly **conditioned upon** Seller's receipt of **cleared, irrevocable payment** for the full Purchase Price, minus any commissions, taxes, and fees, from any third-party payment processor (the "Processor") into Seller's designated bank account (the "Sale Proceeds"). **No license shall vest in Customer** until Seller has received the Sale Proceeds in cleared funds.

2. Failure to Remit; Voidance.

If the Processor fails to remit the Sale Proceeds to Seller within **thirty (30) business days** after the date of Customer's payment authorization, then Seller may, at its sole option, **(a)** treat the purchase as void ab initio and cancel the order, or **(b)** suspend delivery and/or access to the Software until Seller receives cleared funds. If Seller elects to void the purchase, Customer's license and any purported rights granted under this Agreement shall be null and void, and Customer shall have no claim against Seller for delivery, performance, or damages arising from such voidance.

3. Refunds and Chargebacks.

If Customer's card or payment method was charged but Seller did not receive cleared Sale Proceeds due to Processor error, Seller will (i) **promptly notify** Customer and (ii) **refund** any amounts actually received by Seller; if Seller received no funds, Seller shall have no obligation to refund. Customer remains responsible for resolving any chargeback or dispute with the Processor and Customer's issuing bank; Customer shall indemnify Seller for any losses, fees, or chargeback amounts that Seller incurs as a result of Customer's payment dispute.

4. Notice and Cure.

Before voiding a purchase, Seller will provide Customer with written notice describing the Processor's failure and a **five (5) business day** cure period to provide alternative proof of payment (e.g., wire confirmation). If Customer cures within the cure period by providing verifiable cleared funds, Seller will proceed with delivery of the Software.

5. Limitation of Liability and Remedies.

Seller's sole remedies for Processor non-remittance are those set forth above. Seller shall not be liable for indirect, consequential, or incidental damages arising from Processor failures. This clause survives termination of this Agreement.

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