

END-USER SOFTWARE LICENSE AGREEMENT (“EULA”)

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7.6 There is no defect if the Software is used on hardware or on an operating system which does not meet the requirements which have been laid down in the offer of contract or in the corresponding documentation and/or the electronic or online guidebooks. There is either no defect in the following cases:

- damages resulting from faulty or negligent handling of the Software not caused by the Licensor,
- damages resulting from particular external influences not assumed under the contract,
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- software extensions made by the Licensee or a third party through the use of an interface provided by The Licensor,
- incompatibility of the Software with the data processing environment of the Licensee.

7.7 If there is any defect, the Licensor is entitled to choose the option of remedying the defect by (a) refund of license fee or (b) delivering a substitute for the Software or the media or (c) offering a subsequent performance.

7.8 The location for a subsequent performance is selected by the Licensor to be either at the Licensor's side or at the Licensee's one.

7.9 Subsequent performance is considered to have failed after the third unsuccessful attempt. If the subsequent performance fails, the Licensee is entitled to withdraw from the contract or negotiate a price reduction.

8. Limitation of Liability

8.1 The maximum aggregate liability of the Licensor or its officers, directors, employees, agents, distributors and resellers under this licenses for all losses or damages, expenses or injuries either direct, indirect, incidental or otherwise, arising out of the breach of any express or implied warranty, term or condition, breach of contract ,tort , statue or any other legal theory arising out of, or related to, this agreement or your use of any of the licensed materials shall be limited to the license fee paid by the Licensee hereunder.

In no event shall Licensor be liable to Licensee or any third Party for (a) loss of profits, loss of revenue, (b) indirect, incidental or consequential losses even if advised of the possibility of such (c) loss of data and loss of use of the product or any associated equipment down time.

8.2 The limitation of liability does neither apply when the Licensor is liable for intentional breach of duty or gross negligence also on the part of this legal representative or other vicarious agents, regardless of the legal ground nor when a higher liability is asked according to compulsory statutory regulations such as but not limited to provided in the Product Liability Act.

8.3 No action or proceeding relating to this agreement may be commenced by Licensee more than one year after the cause of action arises.

9. Damages arising out of the Licensee actions

The Licensee shall defend and hold the Licensor harmless from and against any and all liabilities, damages, costs, expenses or losses arising out of his use of the licensed materials, his negligent or wrongful acts, his violation of any applicable laws or regulations, and/or his breach of any provision of this EULA. Particularly defects in the Software have to be indicated to the Licensor immediately after the defect has been noticed to prevent anyone from harm.

10. Fees and payment terms

The total license fees for the Software are indicated in the order. The payment terms are specified on the invoice. Late payments are subject to late payment charge of one per cent per month or part thereof.

11. Governing Law and place of jurisdiction

11.1 The validity, interpretation and legal effect of this EULA shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany. The courts of

Landgericht Mannheim, Germany, shall have sole jurisdiction of any controversies regarding this agreement. Any action or other proceeding which involves such a controversy shall be brought in those courts in Mannheim and not elsewhere.

12. Severability

12.1 Should any provision of this Agreement be determined to be overly broad, ambiguous or otherwise unenforceable, such provision shall be redrafted in order to narrow its scope to the extent necessary to make the provision reasonable and enforceable. If the scope of the provision cannot be narrowed to such an extent that the provision will become enforceable, such provision shall be severed from this Agreement.

12.2 In all cases the remainder of the Agreement shall continue in full force and effect.

13. Alterations

Alterations and changes of as well as amendments to this EULA are only valid when they were made in writing and signed by both parties.