

END-USER SOFTWARE LICENSE AGREEMENT ("EULA")

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2.3 A Service Contract for the Software is not due and remains subject of a separate Agreement with the Sub-Licenser.

3. Grant of License

3.1 The Sub-Licenser grants the Sub-Licensee a non exclusive, non transferable license for the whole world to use PACTware under these terms and PACTware may be installed and used on more than one workstation the same time.

3.2 The Sub-Licensee can also use PACTware in the memory unit of an internal network

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8.2 The limitation of liability does not apply when the Sub-Licenser or the PACTware Consortium e.V. is liable for intentional breach of duty or gross negligence on the part of his legal representative or other vicarious agents, regardless of the legal ground and according to the statutory regulations as provided in the Product Liability Act.

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The Sub-Licensee is liable for and shall defend and hold the Sub-Licenser and the PACTware Consortium e.V. 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 Sub-Licenser immediately after the defect has been noticed to prevent anyone from harm.

10. Fees and payment terms

The license is granted free of charge

11. Term and termination

The License in this Agreement is granted without time limit. The Sub-Licenser may terminate this agreement at any time at his own discretion in the event of a material breach of the terms and conditions of this agreement by the Sub-Licensee by a written notice of termination to the Sub-Licensee. Upon termination of this agreement for any reason the sections 1. Definitions, 7. Exclusion of Warranty and Disclaimer, 8. Limitation of Liability, 9. Damages arising out of the Sub-Licensee actions, 12.

Governing Law and place of jurisdiction, 13. Severability, 15. No Assignment remain in effect. In case of termination the Sub-Licensee has to delete the Software from his workstations. In case of termination for Sub-Licensees material breach of the Agreement all other rights of the Sub-Licenser remain reserved.

12. Governing Law and place of jurisdiction

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 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.

13. Severability

13.1 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.

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

14. Written Form

This Agreement may not be modified or amended except by written amendments duly executed by the Sub-Licenser and the Sub-Licensee. The requirement of written form can only be waived in written form.

15. No Assignment

This Agreement and any rights hereof may not be assigned by the Sub-Licensee without the prior written consent of the Sub-Licenser unless otherwise provided in this Agreement.