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- damages resulting from faulty or negligent handling of the Software not caused by the Licensor,
- damages resulting from particular external influences not assumed under this EULA,
- any modifications made by the Licensee or third parties, and any consequences

resulting there from,

- incompatibility of the Software with the data processing environment of the Licensee.

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9.3 The limitation of liability does neither apply when the Licensor is liable for intentional breach of duty or gross negligence regardless of the legal ground nor when a higher liability is asked according to compulsory statutory regulations such as but not limited as provided in the Product Liability Act.

9.4 No action or proceeding relating to this EULA may be commenced by Licensee more than three month after the cause of action arises.

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The Licensor may terminate this EULA at any time at his own discretion in the event of a material breach of the terms and conditions of this EULA by the Licensee by a written notice of termination to the Licensee. Upon termination of this EULA for any reason the Sections 1, 8, 9, 10, 13 and 14 remain in effect. In case of termination the Licensee has to delete the Software from his workstations. In case of termination for Licensees material breach of the Agreement all other rights of the Licensor remain reserved.

12. Third party software

Not applicable

13. Governing Law and place of jurisdiction

13.1 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 under the exclusion of German conflict law.

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

14. Severability and inconsistencies

14.1 Should any provision of this EULA 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 EULA.

14.2 In all cases the remainder of the EULA shall continue in full force and effect.

15. 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; this requirement of written form can be waived only in writing.