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Product: Means each product of the Licensor needing the Software for the purpose of discovering and configuring of Pepperl+Fuchs Ethernet based products.

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2.2 A Service Contract for the Software is not available.

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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.