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- 7.2.4 The amount of the license fee depends on the term of the right of use. The license fee is due at the first transfer of the Software and at each extension of the term. The granting of the right of use is subject to the condition that the User pays the license fee due.
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- 9.2 If the Licensor grants a Free License, the clauses § 13 „Warranty Outside the US and US Warranty Disclaimer" (other than § 13.2 which shall remain effective) and § 14 „Limitation of Liability" (other than § 14.2 which shall remain effective) of this License Agreement shall be replaced by the following clauses: (1.) The User acknowledges that the Licensor provides the Software by courtesy, free of charge and „as is". The Software may have defects that could cause program malfunctions, system failures, loss of data or infringement of third-party rights. The Software does not comply to a specific level of usability, merchantability and fitness for a purpose. The Licensor shall be under no obligation to provide technical maintenance and support, to rectify defects and to restore failed systems and lost data. (2.) Subject to § 13.2 and § 14.2, the Licensor shall be liable without limitations in case of intent and gross negligence; in case of injuries to life, body or health; pursuant to the terms of the German Product Liability Act; and under a guarantee granted by the Licensor. Any other liability of the Licensor shall be excluded.

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 - 13.1.5 The User's claims for material defects and defects of title shall expire after twenty-four (24) months if the User is a consumer, otherwise after twelve (12) months.
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- 18.1 In Subscription Licenses, the Licensor may amend the terms of this License Agreement in full or in part as follows: the Licensor shall notify the User of the amendment in text form at least six (6) weeks before it takes effect. If the User does not agree with the amendment to the License Agreement, he may object to the amendment with a period of twenty (20) days before the intended date of entry into force of the amendment. The objection must be made in text form. If the User does not object, the change shall be deemed to be approved by him and the amendment shall replace the prior License Agreement. The Licensor will specifically draw the User's attention to the intended consequence of his conduct when notifying him of the amendment to the License Agreement.
- 18.2 If this License Agreement is written in several languages, only the English version is binding and the other versions are for informational purposes only.
- 18.3 This License Agreement and any accompanying order confirmation form issued by Licensor constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral. Any different or additional terms in any requests for proposal/quote and purchase orders issued by User or any other similar documents provided by User to Licensor are void, rejected by Licensor and not binding on Licensor.
- 18.4 If any provision of this License Agreement is held to be invalid, unenforceable, or incomplete, the remainder of this License Agreement shall continue in full force and effect. The invalid or unenforceable provision or the filling of the gap shall be replaced by the statutory provisions.
- 18.5 If the User is a natural person and lives in the United States, or if the User is a legal entity and its principal place of business is located in the United States, then the laws of the United States of America and the State of California govern all matters arising out of or relating to this License Agreement without giving effect to any conflict of law principles, and each of the parties irrevocably consents to the exclusive jurisdiction of the federal courts of the Central District of California and the state courts located in Ventura County, California, as applicable, for any matter arising out of or relating to this License Agreement, except that in actions seeking to enforce any order or any judgment, such jurisdiction will be non-exclusive.

If the User is a natural person and lives outside the United States, or if the User is a legal entity and its principal place of business is located outside the United States, the law of the Federal Republic of Germany shall apply to all matters arising out of or relating to this License Agreement. If the law of the Federal Republic of Germany applies and if the User is a company, a legal entity under public law or a holder of special assets under public law, Frankfurt am Main, Germany, shall be the exclusive place of jurisdiction.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this License Agreement. The parties further agree to waive and opt-out of any application of the United States Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by any state of the United States in any form.

Status: December 2021