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§ 12 Breach of Copyright

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14.1.1 The Licensor provides the Software to the User free from defects of quality and title and within the scope of statutory warranty. The Software must only have the standard functions described in the documentation. It does not constitute a defect if the Software does not meet special requirements or expectations of the User.

14.1.2 The Licensor is not obliged to remedy defects of quality or title caused by (1.) the use of the Software contrary to the provisions of this License Agreement, (2.) the use of the Software in systems or in connection with hardware and software that are unsuitable for this purpose and have not been released by the Licensor, or (3.) alterations of the Software by the User unless the User can prove that the defect was not caused thereby.

14.1.3 The User's notice of defects must provide a comprehensible description of the defect, occurrence and circumstances. The notice of defect shall also include evidence that illustrates the defect (e.g. written recordings or video sequences) and enable the Licensor to reproduce and detect the defect. All reasonable costs incurred by the Licensor in connection with an unjustified notice of defect shall be reimbursed by the User.

14.1.4 If the User is held liable by a third party because the use of the Software under this License Agreement infringes the property rights of the third party, the User is obliged to inform the Licensor immediately, assign the defense against these claims to the Licensor and to reasonably assist the Licensor at the Licensor's expense in defending such claim.

14.1.5 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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15.1.2 The Licensor's liability for slightly negligent violations of primary obligations is limited to direct damages, which are typical for this License Agreement and were foreseeable when it was concluded. Primary obligations are obligations on the part of the Licensor which enable the fulfillment of this License Agreement, i.e., which are prerequisites for the execution of this License Agreement and on which the User must be able to rely. In case of slight negligence the Licensor is not liable for lost profit on the part of the User.

15.1.3 Otherwise the Licensor's liability is excluded.

15.1.4 This limitation of liability also applies to the personal liability of the Licensor's employees, representatives and organs.

15.2 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, SUBJECT TO APPLICABLE LAW, THE FOLLOWING APPLIES:

15.2.1 THE LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, PROVISION OR USE OF THE SOFTWARE OR THE RESULTS THEREOF. THE LICENSOR WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; AND

15.2.2 THE LICENSOR SHALL NOT BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL TO THE LICENSEE FEES FOR THE SOFTWARE PAID BY THE USER DURING THE PERIOD OF TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.

15.2.3 THE USER ACKNOWLEDGES THAT THE TERMS IN THIS § 15.2 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE

WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

§ 16 Data Protection

The Licensor complies with applicable law when processing personal data. Information on data protection and the Licensor's current data protection declaration are available at our Website (<https://www.maxon.net/legal/privacy-policy>).

§ 17 Export Controls, Government Users

17.1 The User may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (1) into any U.S.-embargoed countries or (2) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Software, the User represents and warrants that the User is not located in any such country or on any such list. The User also agrees that he will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

17.2 The Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (1) only as Commercial Items and (2) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

§ 18 General Terms

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, the User 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 them and the amendment shall replace the prior License Agreement. The Licensor will specifically draw the User's attention to the intended consequence of their conduct when notifying them 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.