

End-User-License-Agreement

This End-User-License-Agreement (EULA) is from

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§ 7 Applicable Law / Place of Jurisdiction

1. This EULA is governed by the laws in force in Germany without regard to the conflicts of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.
2. In relation to any dispute or claim arising out of or in connection with the Agreement the Parties submit to the jurisdiction of the competent courts in Munich, Germany.

§ 8 Miscellaneous

1. If any provision of the EULA is determined by any statute or court having jurisdiction to be illegal, invalid, void, voidable or unenforceable, the remainder of the EULA will continue in full force and effect and that provision will be deemed to be replaced by a valid and enforceable provision coming closest to the economic purpose of the void or unenforceable provision.
2. The rights and remedies of each Party under this EULA may be exercised as often as necessary, are cumulative and not exclusive of rights or remedies provided by law, and may be waived only by specific written waiver. Delay in exercising or non-exercise of any such right or remedy does not constitute a waiver of that right or remedy, or any other right or remedy.