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- (4) The same limitations of licensor's liability as set forth under the foregoing subparagraph (2) shall apply to any culpable breach of duties under this agreement committed by ordinary agents.
- (5) Licensor's liability for a breach of guarantees, under the Product Liability Act and for death, personal injury or damage to health caused by intent or negligence shall remain unaffected by the foregoing provisions.

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- (1) Licensor warrants that it has no present knowledge of an intellectual property right or copyright of a third party which prevents the use of Licensed Material in accordance with this Agreement.
- (2) It is in Licensor's sole discretion to decide if Licensor defends Licensee against claims made for an infringement of an intellectual property right or copyright caused by the Licensed Material while used as per this Agreement. Licensee shall notify Licensor without delay of the making of any such claims. If Licensor does not defend Licensee, Licensee shall be free to defend itself. Licensor shall assist Licensee in doing so, just as Licensee is under an obligation to assist Licensor.
- (3) If claims under subparagraph (2) have been asserted against Licensee, or if such assertions of claims must be expected, Licensor may modify or replace the Licensed Material at its own expense as far as this is reasonable for Licensee. Each party to this Agreement may cancel the license without notice if such modification or replacement cannot be accomplished at a reasonable expenditure, or if a right of use cannot be obtained at a reasonable expenditure. This notwithstanding, the provisions made under § 8 for the limitation of Licensor's liability shall be applicable correspondingly.

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- (1) The License Materials delivered to Licensee have been developed for being used in specific data processing units and for the interaction with specific other software. These conditions of usage are set forth in the performance description.
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- (2) This Agreement is subject to cancellation without notice by either party for good cause ("*wichtiger Grund*"); in particular, but not limited thereto, in case of a breach of § 2, 3 and 4.
- (3) As soon as a notice takes effect, regardless of its time and reason, Licensee shall return to Licensor the original and all copies and partial copies of the Licensed Material. As far as the Licensed Software which is stored on data storage media is concerned, the Licensed Software shall be completely deleted in lieu of being returned.

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- (1) Any claims made for a breach of § 2, 3 and 4 shall expire six (6) years after their accrual, any other claims from this Agreement shall expire three (3) years after their accrual, unless shorter terms are applicable under the statute of limitations.
- (2) Any modification of or supplement of this Agreement shall only be valid if made in writing. This shall also apply to amendments of this written form requirement.
- (3) The parties agree that any disputes arising from this Agreement shall come under the exclusive jurisdiction of the courts of competent jurisdiction over Verl, Germany.
- (4) This Agreement is governed by the Law of the Federal Republic of Germany except for the United Nations Convention on Contracts for the International Sales of Goods (CSIG).