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7.1 Liability for customers with registered offices in the Federal Republic of Germany

If the customer has registered offices in the Federal Republic of Germany, the following provisions shall apply:

callas software GmbH's liability for simple negligent breaches of cardinal duties (in other words duties whose fulfillment renders the proper execution of the agreement possible and on whose compliance the contractual partner may generally rely) is limited to the typical losses foreseeable when the agreement was concluded. callas software GmbH accepts no liability for simple negligent breaches of non-cardinal duties.

7.2 Liability for customers with registered offices outside the Federal Republic of Germany

If the customer does not have registered offices in the Federal Republic of Germany, the following provisions shall apply:

Neither party shall be liable for any losses, interruptions of business or indirect, special, incidental losses or consequential losses of any kind (including foregone profit) arising from use regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise. Regardless of the legal grounds, callas software GmbH's liability shall be limited (a) under and in conjunction with the license agreement to fivefold the license fee and (b) under and in conjunction with the support agreement to the annual support fee.

8. Data Protection

callas software GmbH collects, processes, uses and transmits personal data solely in so far as this is necessary for executing and fulfilling the contractual relationship with the customer.

9. Applicable Law

This agreement shall be governed by the law of the country in which the customer has his registered offices, however to the exclusion of the UN Convention Relating to a Uniform Law on the International Sale of Goods and the conflict of law provisions of international private law.

10. Use of trademarks

All trademarks or registered trademarks used are properties of their respective owners. Adobe®; Acrobat®; Acrobat®; Reader®; and Adobe®; Reader®; are trademarks or registered trademarks of Adobe Systems Incorporated.

11. Legal Forum

The exclusive legal forum for all disputes under and in conjunction with the purchase, license and/or support agreement(s) shall be callas software GmbH's registered offices for the customer's claims, for callas software GmbH's claims the registered offices of the customers or of callas software GmbH. This shall be without prejudice, however, to any statutory provisions for filing counterclaims by the other party in the forum of the original action.

