End User License Agreement (EULA) for MAXON Software

IMPORTANT–PLEASE READ CAREFULLY. This End User License Agreement (the "EULA") is a legal agreement between you and MAXON Computer GmbH governing the use of certain proprietary software and documentation (collectively referred to as the "Software"). The terms "MAXON", "we", "us" or "our" each refers to the licensor MAXON. The terms "you" or "your" each refers to you as the end user and licensee of our Software under this EULA. By installing, copying or otherwise using our Software, you are agreeing to be bound by and comply with the terms and conditions of this EULA. This EULA represents the entire agreement between you and MAXON, and it supersedes any prior proposal, representation or understanding between the parties. If you do not agree to the terms of this EULA, you are not allowed to install, copy or otherwise use the Software, or any portion thereof.

Preamble

This EULA entitles you, the End User, to use the MAXON Software, including the accompanying media and internet-related services of MAXON to the extent MAXON makes them available to you.

Section 1   Definitions

Issuer of license:	MAXON Computer GmbH, Max-Planck-Strasse 20, 61381 Friedrichsdorf, Germany ("**MAXON**").
Software:	"Software" in terms of this EULA means the computer software, the accompanying media, printed materials, application documentation, electronic instruction manuals, and online instruction manuals. The term "Software" also includes the updates and upgrades related to a release, unless explicitly agreed otherwise in the following terms and conditions.
Computer system:	"Computer system" in this EULA denotes an individual computer or computer workstation and programmable components, especially PC plug-in cards.
Network:	"Network" means the linking of computer systems within the End User's company. The term "Networks" especially includes server-based networks and virtual environments that may be implemented globally or locally.
Updates:	"Updates" means Software with equal or improved functionality whose purpose is to correct defects. A change in the release number will be displayed as follows, e.g. from R19.1 to R19.2 (elimination of bugs); this is the standard classification for an update. MAXON generally provides updates free of charge.
Upgrades:	"Upgrades" means Software of a higher stage of expansion or with expanded functionality, sometimes with a change of release number as follows, e.g. from R17 to R19; this is the standard classification for an Upgrade. Upgrades generally have to be purchased.
Floating license model:	The "Floating license model" is a form of licensing in which the maximum number of users who can use the Software at the same time is fixed. In this case, the Software may be installed on as many computers as desired; as a rule, a central license server manages the installations and unlocks as many installations on the connected computers for use at the same time as are deposited in a license file.
Render farm:	A "Render farm" is a computer network used to render 3D computer graphics and computer animations.

Software for educational use:	Personalized Software provided to teachers, trainers and matriculated full-time students at state or state-recognized schools, technical colleges, universities, and educational institutes as well as enrolled full-time students, teachers, and instructors of said institutions for scholastic and academic education and continuing education, teaching and learning purposes that may be limited in its functionality and/or run time. It may neither directly nor indirectly be used for commercial, professional, or other profit-oriented purposes.
Not-for-Resale:	Software that is delivered by MAXON marked as "Not-for-Resale" and whose sale or distribution to third parties is prohibited without permission of MAXON. Further it may neither directly nor indirectly be used for commercial, professional, or other profit-oriented purposes.
Region:	The Region applicable to you is the region listed below in which you have purchased the Software:

    (1)   EMEA (Europe, Middle East and Africa),

    (2)   The Americas (North and South America) or

    (3)   APAC (Asia-Pacific).

All rights not explicitly granted to you in this EULA are retained by MAXON. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and other laws and treaties. MAXON or its distribution partners retain the title, copyright, and other intellectual property rights to the Software. This EULA does not grant you any rights to trademarks or service marks of MAXON.

The Software is licensed and not sold.

Section 2   Subject Matter of the Contract

2.1   MAXON offers the Software to you as the End User via a data storage device or download from the Internet. MAXON delivers the Software to you for your use for three months after activation of a valid code in accordance with the terms and conditions of this EULA (the "Activation Period"). After expiration of this Activation Period, you must register with MAXON. After registration, you are entitled to use the Software indefinitely under and subject to the terms and conditions of this EULA. If the user documentation is available in an electronic version online or offline, delivery of a printed version of the user documentation (user manual) is not necessary.

2.2   Software demo releases are delivered to you as the End User in accordance with Section 6 of this EULA.

2.3   Support and maintenance of your licensed Software are not included in this EULA and are the subject of a separate agreement ("**MAXON Service Agreement**").

Section 3   Extent of the Right of Use

3.1   You are granted, subject to all of the terms and conditions of this EULA, a non-exclusive license entitling you to use the Software in accordance with this EULA on all of your hardware within the region applicable to you. If you have purchased a single user license, you are not entitled to install and use the Software on more than one computer system at the same time. If you have a single user license and you replace the hardware, you must delete the previously installed Software from the originally used hardware.

3.2   The use of the software outside of the end user's permitted region is not permitted.

3.3   Use on more than one computer system is only permitted if you purchase or have purchased the corresponding number of single-user or multi-user licenses in accordance with section 4 of this EULA, or has concluded a MAXON Service Agreement (MSA).

3.4   If you have purchased updates or upgrades of a previous version of the Software, you are entitled to use these updates or upgrades only if you are the holder of a valid license for this previous version of the Software.

3.5   The right to use the Software includes the right to copy the Software where necessary. Necessary copying includes installation of the Software from the data storage device or a download medium – e. g., the Internet – onto a hard drive or mass storage device and the loading of the Software into the RAM or cache.

3.6   Subject to compliance with Section 3.8, you are entitled to sell the original Software license to third parties in accordance with the terms of this Section: Resale of the Software to third parties is permitted if you identify the third party who will receive the Software and use rights to MAXON before the sale. Resale is only permitted if the third party receives the original data storage devices, including all copies of the Software, the handbooks and any written or electronic accompanying material, the license letter or license confirmation on data storage devices or electronic components, and the updates and upgrades, and the confirmations of the licenses to these products. Resale is only permitted with full transfer of the rights of use. Partial transfer of the licensed rights of use is not permitted.

3.7   MAXON will provide you with contract forms for download in order to fulfill the obligations stated in Section 3.6.

3.8   A resale of the license to third parties without permission of MAXON is prohibited if the products are marked as "Not-for-Resale"..

3.9   The End User is not entitled to rent out, lease, or lend the Software to third parties without MAXON's permission, especially for purposes directly or indirectly related to any form of compensation. You are also not entitled to process or modify the Software without MAXON's permission, with the exception of the agreements made in Section 3.10.

3.10   The End User is only entitled to copy or reverse engineer the program code or code form without MAXON's permission if the copying or reverse engineering is necessary – without impairing normal use or unreasonably harming MAXON's justified interests – to obtain information required to achieve interoperability between an independently designed computer program and other computer programs. This only applies if the following conditions are met:

-    The actions are carried out by the End User or another person authorized to use a reproduction of the program, or by a person empowered to do so in their name;

-    the information necessary to achieve interoperability is not made accessible to the persons named in the Section above as a matter of course;

-    the actions are limited to parts of the original program necessary to achieve interoperability;

-    information obtained via a permitted disassembly may not be used for other purposes than achieving interoperability with the independently designed program;

-    it may not be transmitted to third parties unless necessary to achieve interoperability with the independently designed program;

-    this information may not be used to develop or design a program with a significantly similar form of expression or for any other actions that violate copyright.

3.11   You are permitted to create one (1) back-up copy, which must be clearly labeled. The production number, the fact that it is a back-up copy, the date of purchase, and the date of creation of the back-up copy must be recorded.

3.12   The End User is not entitled to transfer the license to third parties or issue sub-licenses beyond the provisions of this EULA without MAXON's permission.

Section 4   Special Licenses

4.1   **Multi-User Licenses (Floating Licenses)**

4.1.1   Floating Licenses
        Floating licenses permit you to install the software on any number of computers and to use it simultaneously on the number of computers licensed. A license server must monitor the use of the software and verify that the number of simultaneously used applications does not exceed the number of licenses. You will be given a license certificate (Software License Certificate) in which the number of installations you are permitted to use is defined. Floating licenses increase the number of computers on which the software may be installed but not the number of licenses that may be used simultaneously.

4.1.2   Global Floating License
Upon request, MAXON offers a special license model for the global use of the software without regional restrictions.

4.2   **Use of Licenses in Render Farms**

4.2.1   Team Render / Team Render Server:
If the Software includes the feature **Team Render**, the end user can also install and use the software's Team Render Client simultaneously on additional computers within the render farm: For the software Cinema 4D Broadcast and Cinema 4D Visualize, the end user can use the Team Render Client version on up to three additional computers simultaneously and for the software Cinema 4D Studio on any number of additional computers simultaneously within the render farm. In doing so, the end user can use the Team Render Client version to render 3D computer graphics or animations for third persons. The end user is not permitted to install or use the Team Render Client version of the software (1) outside of the end user's render farm or intranet, (2) for processing data for third parties, for the rendering of 3D computer graphics or animations for third parties or for other render services for third parties and/or (3) on computers in networks or in the scope of cloud services for third parties.

4.2.2   Command Line Render Client:
To use the Command Line Render Clients, a license server is required. A third-party control software, which is not included in the scope of delivery, is required to operate the Command Line Render Clients. The Command Line Render Client license authorizes the end user to install it on the user's render farm and to use it for their own purposes as well as for supplying render services or other services for third parties.

The end user must purchase a separate client license for each computer which forms part of the relevant render farm. There must be a license server in the render farm which shall supervise the use of licenses and ensure that the software is only used in accordance with the scope of license purchased by the end user.

4.2.3   Render Farms
Upon request, MAXON offers special license models that permits you to use the software for rendering render services or other services for third parties as well as render farms with any number of render clients.

Section 5   Software for Educational Use

5.1   Software **for educational use** may neither directly nor indirectly be used for commercial, professional, or other profit-oriented purposes.

5.2   If the software license is purchased as **software for educational use for students**, this EULA will apply according to the terms below:

5.3   Software **for educational use** licenses are issued only to the persons listed in Section 1. Students therefore have to be actively enrolled in at least one course at an entitled educational institution listed in Section 1. If the Software is explicitly intended for established educational purposes, MAXON grants you the right to use this Software only for these established educational purposes. Only a qualified circle of users may use the Software. If you have doubts regarding your eligibility for a qualified circle of users, you must contact MAXON immediately.

5.4   Use of the Software for purposes other than those named in Section 5.3 is not permitted; in particular, resale of the Software and the accompanying rights for purposes other than the established educational purposes is not permitted.

5.5   Selling, renting out, leasing, or lending for profit Software, whose right to use is limited to educational purposes, or to persons who are not entitled to its use for educational purposes according to Section 5.3, is not permitted.

5.6   This license will only remain in effect as long as you are an enrolled full-time student or a teacher at an educational institute listed in Section 1. This license will expire when you are no longer an enrolled full-time student or a teacher at an educational institute listed in Section 1. This license will also expire if you breach any of the provisions of this license. When the license expires, you agree to destroy all copies of the Software.

5.7   A condition for granting the license is proof of education or teaching activity at one of said educational institutions. Accepted as proof are a valid student ID card and/or matriculation certificate and a proof of teaching activity on letter paper of the educational institute and additionally a photocopy of a national ID card/passport. All forms of proof must be valid at the time of registration or when the order is placed.

5.8   If you obtain the Software for educational use via the download MAXON makes available online for free, you recognize that the identifying information of the computer system used will be sent to MAXON during installation. MAXON affirms that the hardware's identifying information will not be made accessible to third parties and will only be used to generate and validate the necessary activation code.

5.9   If changes are made to the computer system that lead to a change of the hardware's identifying information, MAXON will validate the activation code automatically up to three times. After the 4th registered change of the hardware's identifying information, MAXON is entitled to prohibit any further use of the Software and require proof of right of use from you.

5.10   Software provided for educational purposes is personalized and may only be used in accordance by the end users defined in section 1. These users are only permitted to use the software personally on their own computers within and outside of the educational institution at which they teach or are a student. The educational institution itself is not permitted to use the software for educational purposes but must license a classroom license of the software with MAXON.

5.11   This offer is valid until MAXON terminates it. MAXON reserves the right to terminate the offer at any time.

5.12   Software for educational use is only delivered to persons having unlimited legal competency. Minors need a written consent of a parent or legal guardian before placing an order.

Section 6   Demo Versions

6.1   MAXON may provide you with the Software for evaluation purposes as a download on the company website or in another digital form on data storage devices. Demo versions are licenses whose function and features may be limited in comparison to a standard license.

6.2   Every direct or indirect use of demo versions for profit purposes is prohibited. You recognize that MAXON will be notified of your use of a demo version during installation. It may neither directly nor indirectly be used for educational, teaching or training purposes.

6.3   Using a demo version requires that you carry out an up-to-date backup of your data before and during evaluation of the demo version. If data and/or work results are created during the test/evaluation phase, backing up this data and/or work is at your own risk.

6.4   The demo version may be used for an unlimited time period. After an optional registration the option to save created projects and picture data to a storage medium is unlocked for a time span of **42 DAYS**. If you decide to register the demo version you recognize that the identifying information of the computer system used will be sent to MAXON during registration. MAXON affirms that the hardware's identifying information will not be made accessible to third parties and will only be used to generate and validate the necessary activation code.

6.5   During this test/evaluation phase, MAXON may offer you for a fee all services – particularly any kind of support – you may call upon when obtaining a license from MAXON.

Section 7   Updates and Upgrades

7.1   Updates and upgrades for the Software may only be obtained with a valid license for the previous release.

7.2.   After installation of the update or upgrade, the previous release may only continue to be used if the updates or upgrades and all previous releases are installed on the same end device, the previous releases or copies thereof are not transferred to a third party device or some other device, and you recognize that all support duties MAXON may have with respect to the previous release may expire upon provision of the updates or upgrades. With respect to Section 4.2.2, this shall apply mutatis mutandis provided that the previous releases are used by the same end user, the previous releases have not been transferred to a third party and the use of the different versions does not result in the aggregate number of purchased client licenses being exceeded at any point in time.

Section 8   Ongoing Development

8.1   Due to the ongoing development of MAXON's Software products, current and previous versions of MAXON's Software may differ, possibly limiting the Software's usability. You recognize that developmental differences do not constitute a defect in the item and that as long as the Software is still under development, adjustments may be necessary and work results, as a matter of prudent risk management, should be backed up.

Section 9   Violation of Rights of Use

9.1   If MAXON's rights of use are violated, MAXON has the right to terminate this EULA without liability, and with no effect on any claims for damages. In such a case, you must return all Software, including all accompanying materials. If back-up copies have been made or copies have been made based on a copying license, these copies must be destroyed and the Software installed on the hardware in question must be deleted. You must provide MAXON with proof of deletion and destruction in written form upon first request.

9.2   The software contains technical functions for the protection of MAXON's usage rights against unauthorized use. The use of the software is monitored and checked to ensure that the software is being used in accordance with this agreement and authorized usage rights. In particular, the software gathers data about the system and network on which the software is installed and used as well as about the dates and number of duplications, use and access. This data can be sent to MAXON via the software's communication ports using network connections and the Internet. The end user agrees hat MAXON processes and uses this data to protect and enforce their usage rights. The end user is not permitted to remove or circumvent these protective functions and is not permitted to use the software without these protective functions in place. Disabling the User Participation options will not disable this function.

9.3   If the end user breaches this agreement or MAXON's usage rights or MAXON reasonably determines they will do so, MAXON can prevent the further usage of the installation and installation of updates. MAXON reserves the right to file civil or criminal charges

Section 10   Non-availability of Service

10.1   Delays in delivery or services due to force majeure or events that make delivery considerably more difficult, unreasonable or impossible for MAXON more than temporarily – this particularly includes interruptions of operations, strikes, lock-outs, official directives, shortages of raw materials, problems with power supply, mobilization, riots, etc., including if they affect MAXON's suppliers or their sub-suppliers – are not MAXON's responsibility even if legally binding periods and deadlines have been set. Such events entitle MAXON to delay the delivery or service for the duration of the impediment plus a reasonable run-up period or to withdraw from the EULA fully or partially due to the as yet unfulfilled performance.

Section 11   Warranty

11.1   MAXON warrants that the Software conforms substantially to the specifications for the Software if used properly on the systems identified. This limited warranty only applies on the condition that you install the most recent version of the Software. The warranty refers to the service and price overview documented by MAXON on the date of the conclusion of your contract. The lack of services or functions not documented are not defects or errors.

11.2   If the Software is delivered to you by MAXON without payment of a license fee, the following shall be considered agreed between the parties:

11.2.1   THIS SOFTWARE IS PROVIDED TO YOU BY MAXON ON AN "AS IS" BASIS WITH NO WARRANTY OF FREEDOM FROM DEFECTS OF QUALITY OR TITLE, INCLUDING; BUT NOT LIMITED TO NON-INFRINGEMENT; GUARANTEES, MERCHANTA-BILITY, FITNESS FOR A PARTICULAR PURPOSE AND ABSENCE OF VIRUSES. IN PARTICULAR, MAXON DOES NOT WAR-RANT THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR ERROR-FREE OR THAT IT WILL MEET YOUR REQUIREMENTS.

11.3 If the Software is delivered to you by MAXON in return for payment of a license fee, the following shall be considered agreed between the parties:

11.3.1 A pre-condition for any warranty claims is proof of lawful purchase of your Software license.

11.3.2 MAXON warrants that the Software is suitable for the purpose specified in the user documentation provided to you.

11.3.3 Any warranty to the effect that the Software and documentation are sufficient for your specific needs or purposes and/or are compatible with your other software and/or hardware that was not specified by MAXON is explicitly excluded.

11.3.4 MAXON does not offer a warranty for any malfunctions for which MAXON is not responsible, especially if caused by installation of other third party software programs ("3rd party plugins"), use of unauthorized hardware and/or storage modules, malfunctions in modules not programmed by the provider, or use of an operating system not approved by MAXON.

11.3.5 MAXON warrants that the digital data storage devices on which the Software is stored and on which it is delivered and the Software made available for download are, based on knowledge and belief, free of computer viruses at the time of delivery or time of download. After receiving the Software and the accompanying documentation, you must inspect them immediately and report any defects discovered to MAXON in writing without delay no later than 14 days after receipt of the Software. Defects that are not obvious must also be reported to MAXON in writing immediately after discovery.

11.3.6 MAXON may choose to remove the defects either by remediation free of charge or by replacement delivery in the form of an update. MAXON is not obligated to remove the defects if you have used the Software in ways contrary to this EULA and contrary to the instructions in the documentation delivered. In particular, MAXON is not obliged to remove the defects if you have made changes to the Software without the permission and/or cooperation of MAXON. If the remediation or replacement delivery fails two times, you may reduce the license fee paid to MAXON or withdraw from the EULA with MAXON and claim reimbursement of the license fee paid to MAXON.

11.4 The warranty period is 12 months from delivery of the Software for business customers and 24 months from delivery of the Software for consumers. The reference date is the date of purchase of the license, or for shipment by MAXON or download of the Software, the invoice date.

11.5 MAXON 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 MAXON. MAXON's liability for slightly negligent breaches of a duty which is essential for the achieving of the purpose of the EULA (cardinal duty) shall be limited to such damage which was typical and foreseeable. Any other liability of MAXON is excluded.

11.6 MAXON is not liable for damages of any kind incurred because you failed to install updates and/or upgrades, either for licensed Software provided free of charge or for purchased software licenses.

11.7 MAXON expressly advises against using multiple licensed versions of the Software on one computer system at the same time. Any warranty or liability for incompatibilities or resulting damages that may arise due to parallel installation of different licensed versions of the Software, especially non-usability of the licensed Software, is explicitly excluded.

11.8 If you have made changes permitted according to Section 3.10 of this EULA, any warranty is excluded.

Section 12   Termination of this Contract

12.1 This EULA is concluded for an indefinite term. Either party may terminate the contract for cause without notice. Any material breach of the provisions of this EULA constitutes cause for termination.

12.2 If this EULA ends, MAXON is entitled to terminate the license, prohibit use of the Software, and discontinue support in the form of updates and/or upgrades.

Section 13   Third Party Rights

13.1   If MAXON renders or has rendered the contractual services in accordance with manufacturing descriptions, plans, drawings, user instructions, or other documents provided by you, you warrant that the performance of such services will not directly or indirectly violate any third party rights, especially intellectual property rights or copyrights, called **property rights** hereinafter.

13.2   In particular, lack of encumbrance by third party rights is not a required feature of the delivery or service to be rendered by MAXON. MAXON is not obligated to investigate conflicting rights of third parties independently. If MAXON becomes aware of third party rights, however, MAXON will inform you thereof. In the event of Section 13.1, you shall indemnify MAXON against any claims of third parties and will compensate MAXON for any damages incurred upon first request.

13.3   If, in the event of Section 13.1, a third party files a claim for discontinuation of further services, manufacture, or delivery of the contractual objects against MAXON based on a property right, a right of use, or a neighboring right, MAXON is entitled – without reviewing the legal situation – to terminate this EULA and to require reimbursement of expenditures already made from you.

13.4   Documents, objects, and the like delivered to MAXON that did not lead to a contract will be returned upon request if costs are reimbursed. Otherwise, MAXON is entitled to destroy them three (3) months after submitting the tender.

13.5   If the Software was delivered to you in return for payment of a license fee, MAXON will dispute or settle claims against you due to violation of third party rights as specified by the provisions of 13.6 to 13.8 of this EULA.

13.6   The conditions for recovery based on violations of third party claims are as follows:

-    you must immediately inform MAXON in writing as you become aware of a possible claim.

-    you must cooperate with MAXON in disputing the claim, however you recognize in advance that MAXON will take the lead in disputing the claim.

13.7   In such a case, MAXON reserves the exclusive right to decide whether to dispute or potentially settle the claim and will pay the costs of the defense or settlement, both in court and outside of court, if you have given proper notification. If there is a final legal court ruling, MAXON will also pay any claims for damages. MAXON reserves the right to acquire corresponding licenses or to modify the Software in such a manner that the violation of third party rights is no longer present.

13.8   In addition to the general limitation of liability effected in this EULA, liability for violations of third party rights is explicitly excluded if you or third parties acting on your behalf make changes to the Software which cause the violation of rights, do not follow the instructions in the documentation for the Software, and/or use the Software together with other software products or services of third parties whose use MAXON has not authorized.

Section 14   Data Protection

14.1   MAXON will store your personal data as specified in the Bundesdatenschutzgesetz (German Federal Data Protection Act) for purposes of customer data collection, customer order processing, and monitoring of legal use of the licensed Software. Your personal data will only be used to fulfill our obligation under this EULA. If the online offer is used to order goods, it may be necessary to transmit personal data to third parties in order to process the order. Your personal data are only stored and transmitted to the extent required for order processing. Third parties who receive data in the course of order processing are also bound by the legal regulations for handling personal data. The data will only be transmitted to bodies entitled to receive the information in so far as MAXON is required to do so by law or by a court decision. MAXON will inform the End User of the transmission of his or her data where permitted. Personal data is not transmitted to third parties for general advertising purposes or market or opinion research.

14.2   If the Software provides the function **Send Information to MAXON**, you may activate and deactivate this function during installation, registration or use of the Software. If this function is activated, the Software will automatically send software and hardware information to MAXON from time to time via the existing network connection. Such information is particularly the version and the area and language settings of the Software, system information on the hardware you are using as well as data on your use and configuration of the Software and problems that arise in relation to the Software. Content and files that were created and processed by you as well as personal data, such as your name or address, will not be sent to MAXON. MAXON will not combine the sent information with personal data and will not use it to identify you or to create user profiles.

14.3   MAXON stores, processes and uses the sent information for statistical purposes and to improve the quality of its products and services and shall not transfer it to third parties or use it for any other purpose without your approval.

Section 15   Set-off

15.1   You are only entitled to off-set claims by MAXON if your counter-claims have been found to be legally valid or are uncontested. You may not exercise rights of retention based on claims other than those based on this EULA.

Section 16   Severability Clause

16.1   If a clause of this EULA is or becomes invalid or if this EULA has a gap, the validity of the other clauses shall remain unaffected. In place of the invalid clauses, the statutory provision that come as close as possible to the invalid ones shall apply. If no respective statutory provision exists, a clause that comes as close as possible to the economic purpose desired by the parties shall be considered agreed; the same shall apply in case of a gap in the EULA.

Section 17   Miscellaneous

17.1   This EULA governs all rights and duties between MAXON and you. Amendments and additional agreements must be in written form.

17.2   This EULA is subject to the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods shall not apply.

17.3.   The place of fulfilment and jurisdiction for all disputes between the parties arising from and in connection with this EULA shall be, as far as permitted, Friedrichsdorf.

17.4   The most recent valid version of the General Delivery, Service, and Payment Terms shall apply.

17.5   If this EULA is written in several languages, the German version is binding and the other versions are informational only. The German version shall have priority over the other versions in the case of discrepancy or inconsistency.

Last revised: June 2017