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14.6 Failure by either party to enforce any particular term or condition of this License Agreement shall not be construed as a waiver of any of its rights under it.

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14.8 If Licensee and AppTec have signed a separate written agreement covering the licensing and use of the Product, the terms and conditions of such signed agreement shall take precedence over any conflicting terms and conditions of this License Agreement. Otherwise this License Agreement, the Schedule and the documents and policies referenced herein constitute the entire agreement between the parties relating to the licensing and use of the Product and supersede any other oral or written communications, agreements or representations with respect to the Product, except for any oral or written communications, agreements or representations made fraudulently. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

14.9 If there are any inconsistencies between the English language version of this License Agreement and any translated version, the German language version shall prevail.

14.10 A person who is not a party to this License Agreement has no right to enforce any term or condition of this License Agreement, and the parties to this License Agreement do not intend that any third party rights are created by this License Agreement.

14.11 Nothing shall limit the right of AppTec to initiate proceedings against Licensee in any court of competent jurisdiction where deemed necessary by AppTec to (i) protect its intellectual property rights, (ii) protect its confidential information, and/or (iii) recover overdue payments.

14.12 The following clauses shall survive any termination or expiration of this License Agreement: 2, 6, 7, 11, 12.3, 13.1, 14, 15.6.4, and 15.6.5.

15. ADDITIONAL TERMS AND CONDITIONS

The first part of this License Agreement includes general terms and conditions applicable to all Products. The additional terms and conditions in this Clause 15 below apply only to the Products referenced in each section.

15.1 Direct Purchases from AppTec. This Clause only applies if Licensee purchases Products from AppTec directly, rather than through a Partner:

15.1.1 All Products are delivered from the applicable AppTec site. Accordingly, the Licensee is responsible for delivery costs, export clearances, import clearances, and insurance costs.

15.1.2 Fees shall be paid in full, in the currency and via the payment method specified on the invoice, within thirty (30) days of the date of such invoice.

15.1.3 Unless expressly stated otherwise, the Fee is exclusive of value added tax and any other federal, state, municipal or other governmental taxes, duties, licenses, fees, excises or tariffs.

15.1.4 Invoices may provide for interest to be paid on any sums not remitted by the due date.

15.2 -----canceled-----

15.3 AppTec Cloud (Software as a Service) Products. This Clause only applies to AppTec Cloud Products:

15.3.1 The Licensee shall not store or transmit any content through the AppTec Cloud Products that (i) is unlawful, pornographic, obscene, indecent, harassing, racially or ethnically offensive, harmful, threatening, discriminatory or defamatory, (ii) facilitates or promotes illegal activity, (iii) infringes any third party intellectual property rights, or (iv) is otherwise inappropriate ('Prohibited Content').

15.3.2 The Licensee acknowledges that AppTec has no control over any content stored or transmitted by Licensee, does not monitor such content and accordingly acts as a mere conduit. AppTec reserves the right to remove content from the AppTec Cloud Products immediately without prior notice where it reasonably suspects that such content is Prohibited Content. The Licensee shall (to the extent permitted by applicable law, and without waiver of Licensee's constitutional, statutory, or other immunities, if any) indemnify and hold AppTec harmless from and against all damages, losses and expenses arising as a result of any third party action or claim relating to Licensee's content.

15.3.3 The AppTec Cloud Products are not designed for the storage of regulated health or payment card data and Licensee may only store or transmit such information through AppTec Cloud Products if it has entered a separate written agreement with AppTec expressly permitting such purpose.

15.3.4 Prior to termination or expiry of the Product Term, Licensee must (i) remove all Product settings from its Servers and Computers, and (ii) remove all of its custom settings, software and data from the AppTec network. For certain Products, AppTec may download and return the data upon request and for a reasonable fee to be agreed in writing in advance. AppTec reserves the right to delete data that has not been removed after such termination or expiry date.

15.4 -----canceled-----

15.5 -----canceled-----

15.6 Free Trials, Fixes, Technical Previews, Beta Testing and Free Tools

15.6.1 If AppTec permits the Licensee to conduct a free trial of a commercially available Product (the 'Free Trial'), the Licensee may use the Product free of charge for evaluation purposes only for a maximum of 30 days, or such other duration as specified by AppTec in writing at its sole discretion (the 'Trial Period'). If the Licensee does not purchase the Product, the rights to use the Product will terminate immediately upon expiry of the Trial Period.

15.6.2 AppTec makes certain Products available for use free of charge ('Free Software products'). Such Free Software products may only be used for the express purposes permitted by AppTec as identified in the accompanying Documentation. The Product Term applicable to a Free Software product shall continue until (i) AppTec withdraws the Free Software product, or (ii) AppTec notifies the Licensee that it is no longer permitted to use the Free Software product. No Maintenance or technical support is included with, or provided for, Free Software product.

15.6.3 If AppTec provides Licensee with a Product for technical preview or beta testing purposes (a 'Preview Product'), Licensee may use the Preview Product for evaluation purposes in a non-production test environment only, for the period specified by AppTec (the 'Test Period'). Licensee shall test the Preview Product in accordance with any conditions specified in the readme file for the software and/or any accompanying Documentation and shall gather and report test data, and other Feedback to AppTec as set forth in Clause 14.2. Licensee's right to use the Preview Product shall terminate upon expiry of the Test Period. AppTec does not warrant that it will release a commercial version of the Preview Product, or that a commercial version will contain the same or similar features as the Preview Product. Any Preview Product and accompanying documentation shall be considered AppTec's confidential information as set forth in Clause 13.1.

15.6.4 Clauses 5 and 6 shall not apply to Free Trial products, Fixes, Free Tools and Preview Products. FREE TRIAL PRODUCTS, FREE TOOLS AND PREVIEW PRODUCTS ARE PROVIDED 'AS IS' AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (i) APPTec MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR UNDERTAKINGS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RELATION TO SUCH PRODUCTS, (ii) IN NO EVENT SHALL APPTec BE LIABLE TO LICENSEE OR TO THOSE CLAIMING THROUGH LICENSEE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OF OR CORRUPTION OF INFORMATION OR DATA HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), EVEN IF APPTec HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS CLAUSE 15.6.4 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

15.6.5 Clause 7 shall not apply to Free Trial products, Fixes, Free Tools and Preview Products. IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN CLAUSE 15.6.4 ABOVE IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND APPTec BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED ONE HUNDRED SWISS FRANCS (CHF100).

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