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- 3.2.4. Any other copies (including the printing of the program code using a printer) are not permitted.

3.3. Use

- 3.3.1. In the event data processing equipment is replaced, the licensee must delete any software from the hard disk of the hardware used to date.
- 3.3.2. The licensee is authorized to use the software only on the number of workstations for which he has acquired licenses. This number relates to the number of workstations on which Easyrent is installed, not the number of workstations used simultaneously. Furthermore, the licensee is authorized to use the software only to the functional extent allowed by the acquired license type.

3.4. Forwarding

- 3.4.1. The software itself may not be forwarded or transferred to third parties by the licensee for profit-making purposes or other purposes; this may not be done either free of charge or in return for a fee, nor may it be done permanently or for a limited period of time either.

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- 3.6.2. Translations, adaptations, arrangements and any other alterations of the software, or any part thereof, and the copying of any results obtained shall only be permitted to the extent necessary in order for the licensee to be able to use the software.

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- 4.1. If the software is defective, the licensor shall either repair the software or supply another copy at the request of the licensee ("remedial action"). The licensor may refuse to carry out the chosen remedial action or refuse to carry out any remedial action at all if it is only possible with disproportionate costs. In case of replacement, the licensor shall be obliged to bear any necessary costs for this purpose, in particular any costs related to the transmission of the software. If the software supplied by the licensor as part of his remedial action is free from defects, then the defective software must be fully removed from all of the licensee's data storage devices and must not be forwarded to any third parties.
- 4.2. Any additional claims by the licensee, in particular compensation claims by the licensee for lost profits or other financial losses, shall only exist to the extent of the provisions contained in this software license agreement regarding the liability of the licensor.

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- 5.1. The licensor shall only be liable for wilful intent and gross negligence.
- 5.2. In cases of initial impossibility, the licensor shall only be liable if it was aware of the obstacle to performance or if it remained unknown to him due to gross negligence.
- 5.3. The statute of limitations for claims for damages against the licensor shall be one year from discovery of the damage and the damaging party.
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- 5.5. The licensor shall not be liable in the event of any use of the software that is in breach of the contract.

6. Choice of law, place of jurisdiction, other

- 6.1. It is hereby agreed that the place of performance shall be Ried im Innkreis and that the competent court located at 4910 Ried im Innkreis, Austria, shall have sole jurisdiction for all claims arising from the commercial relationship with WINTERSTEIGER Group.
- 6.2. This contractual relationship or claims arising from or in conjunction with this contractual relationship shall be governed solely by material Austrian law, excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 6.3. The general sales and delivery terms of WINTERSTEIGER Group, as amended, shall apply. To view these terms, please click on www.wintersteiger.com/agb