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3. If not otherwise expressly agreed in writing, HM warrants to You as the original end user for the period of one (1) year after delivery that
 - a) the media on which the Software is recorded are free from defects in materials and workmanship when delivered to You and that

- b) the Software shall function in material accordance with the Specification as set out in the User Documentation, provided that the Software
- is installed in an operating environment meeting HM' Specifications,
 - is used under normal conditions and
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4. Any updated Software delivered more than one (1) year after the delivery of the original Software, whether delivered under the Software Maintenance Agreement or otherwise, this warranty does not apply, and the updated Software is delivered "as is".
5. In any case, HM' entire warranty and Your exclusive remedy shall be, at HM' sole discretion, to either
- repair the Software by providing correction codes, work-around solutions and or updates; or
 - replace the Software so as to materially conform with the Specification in the User Documentation or
 - if repair or replacement is not successful or sufficient, HM provides a prorated refund of the actual License fee paid for the Software for the period of time that the Software did not substantially conform to the User Documentation and the limited warranty set forth herein.
6. To the extent permitted under applicable law, HM shall not be liable for any indirect, punitive, special, incidental or consequential loss or damage, including, without limitation, loss of income, loss of business profits or loss of contracts, unrealized cost reductions, loss of data, business interruption, or increased costs on the part of You or any other financial losses, that result from a suspected defect or any other liability of HM irrespective of their legal grounds, whether from contract or tort.
7. HM shall only be liable for loss or damage caused by HM' gross negligence or willful misconduct. HM' liability for slight and medium negligence is limited to the breach of essential contractual duties and to those damages typical for this kind of contract and foreseeable at the time of its conclusion.

Export

You shall not sell, export, re-export, transship or use the Software or any copy or part thereof, in violation of any national, international or United States export laws, restrictions, national security controls or regulations, including, without limitation, any such law, rule, regulation, order or treaty respecting the trafficking in arms, terrorism, anti-terrorism, boycotts, anti-boycotts or other matters respecting the Software or the product. By accepting this Agreement, You represents and warrants that it is not located in, under control of, or a national or resident in a United States or Europe embargoed country, or on the United States Treasury Department's list

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Software Maintenance

1. HM is not obligated to provide corrections, improvements or updates associated with the Software under this Agreement, except for those remedies set out under Section "Warranty, Liability" point: 5 (see above) or an additional Software Maintenance Agreement.
2. HM offers, through its authorized partners and resellers, a Software Maintenance Agreement (SMA) for a period of one (1) year after the date of delivery of the Software to the user. The SMA covers telephone technical support (hotline) and Software upgrades. Extensions of the SMA can be purchased prior to the completion of each support period. Each SMA extension covers the 12 months period commencing after the expiry of the last SMA period. Support from HM requires an uninterrupted coverage purchase of an SMA after discontinuous SMA periods may incur charges for the uncovered period.

Term, Termination

1. This Agreement shall come into force upon Your acceptance of it and shall remain in force for an indefinite period of time until terminated.
2. This Agreement shall terminate automatically in the event that:
 - You are violating any portion of this agreement, in particular by transferring the possession of the Software or any copy of the software to another Party or breaching one of the other provisions of this Agreement;
 - You are not paying the agreed License fee for the Software irrespective of the reason, such as insolvency or liquidation.
3. Immediately upon termination You will return to HM or destroy (and confirm such destruction in writing to Licensor) the Software and all copies or partial copies thereof that have been made, as well as all modified parts of the Software or interfacing parts linking to other programs or data systems, and to the extent available, all security devices.

Governing Law, Jurisdiction

This Agreement shall be governed by German substantive law, under the exclusion of the United Nations Convention on the International Sale of Goods. All disputes arising out of or in connection with this Agreement, which cannot be settled amicably despite the Parties' endeavors, the ordinary court of law at the registered office of HM in Germany shall be competent. HM reserves the right to take legal action before any other court.

Notice

All notice to HM in connection with this Agreement shall be addressed to:

Hexagon Metrology GmbH

Siegmund-Hiepe-Str. 2 – 12

D-35578 Wetzlar

DESoftwareWETZLAR@hexagon.com

Severability

If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of any other provision of this Agreement in any other jurisdiction.