

End User License Agreement (EULA) Version 2 from 2020-03-01



This EULA is valid from 01 Mar 2020 and replaces the [End User License Agreement \(EULA\) V1](#).

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- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over Licensee (being a company); or
- (f) the holder of a qualifying floating charge over the assets of Licensee (being a company) has become entitled to appoint or has appointed an administrative receiver; or (g) a person becomes entitled to appoint a receiver over the assets of Licensee or a receiver is appointed over the assets of Licensee; or
- (h) a creditor or encumbrancer of Licensee attaches or Licensee takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of Licensee's assets and such attachment or process is not discharged within 14 days; or
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11.1 Indemnification by APTIS

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14.1 Applicable Law

This EULA and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the Laws of Germany and shall be submitted to the exclusive jurisdiction of the German courts.

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15.1

If any provision of the EULA (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

15.2

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and to give effect to the commercial intention of the parties.

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Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how, business, technical and financial information disclosed to such party ("Receiving Party") by the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure. Any APTIS Technology and any performance information relating to the Products shall be deemed Confidential Information of APTIS without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document:

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17.2

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17.3

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