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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.

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2. This Agreement shall terminate automatically in the event that:

   a. 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;

   b. 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.

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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
Siegmond-Hiepe-Str. 9 - 12
Germany-35578 Wetzlar

info.quindos@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.