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If you obtained the Software in Germany or Austria, and you usually reside in such country, then the sections „Warranty Disclaimer“ and „Limitation of Liability“ do not apply and shall be replaced in its entirety by the following provisions:

cloudplan warrants that the Software provides the functionalities set forth in the documentation for the Software for the limited warranty period following receipt of the Software when used on the recommended hardware configuration. As used in this section, "limited warranty period" means one (1) year if you are a business user and two (2) years if you are not a business user. Non-substantial variation from the agreed upon functionalities shall not be considered and does not establish any warranty rights.

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Governing Law; Venue. The courts in some countries will not apply German law to some types of disputes. If you reside in one of those countries, then where German law is excluded from applying, your country’s laws will apply to such disputes related to these terms. Otherwise, you agree that this EULA, and any claim, dispute, action, cause of action, issue, or request for relief relating to this EULA, will be governed by the laws of Germany, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. Any action or proceeding relating to this EULA must be brought in a federal or state court located in Hamburg, Germany and each party irrevocably submits to the jurisdiction and venue of any such court in any such claim or dispute, except that cloudplan may seek injunctive relief in any court having jurisdiction to protect its intellectual property or Confidential Information.

Assignment. Neither the rights nor the obligations arising under this EULA are assignable by you, and any such attempted assignment shall be void and without effect.

Notices. Any notice to you may be provided by email to the address that you registered with cloudplan.

Severability. If any provision of this EULA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver. All waivers by cloudplan will be effective only if in writing. Any waiver or failure by cloudplan to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

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Questions or Additional Information. If you have questions regarding this EULA, please contact cloudplan (support@cloudplan.net).