

SAVAPI SDK End User License Agreement – SAVAPI SDK EULA

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Use of the SAVAPI SDK or individual components thereof by the Licensee in high-risk environments that require error-free permanent running of relevant systems shall be prohibited. This shall also include, in particular, high-risk activities and high-availability activities, such as the operation of nuclear energy facilities, weapon systems or any other systems in the military and defence sector, aviation navigation and communication systems, traffic systems and equipment and machinery in the clinical and healthcare sector and other applications that are relevant to the life and health of individuals.

5. Term

(1) The term of this agreement shall commence upon the acceptance of the terms and conditions of this SAVAPI SDK EULA by the licensee and shall terminate upon the earlier of (i) lapse of the license according the description of the product (ii) termination of this agreement by Avira for any reason (iii) the conclusion of a SAVAPI Software License Agreement between Licensee and Avira (iv) discontinuation of the SAVAPI SDK by Avira.

(2) Upon any expiration or termination of this Agreement, the rights and licenses granted to licensee under this agreement shall immediately terminate, and licensee shall immediately cease using, the SAVAPI SDK.

6. Limitation of Liability

(1) Notwithstanding the legal nature of the relevant claim, the following shall apply to damage claims and claims for expenses incurred in vain ("Ersatz vergeblicher Aufwendungen") by the licensee:

(2) Avira shall be liable for any of the Licensee's damages resulting from gross negligent or intentional behaviour of Avira, which arise due to one of the following: (i) culpable injury to life, body and health, (ii) the assumption of a guarantee by Avira or (iii) according to the Product Liability Act ("Produkthaftungsgesetz").

(3) In all other cases Avira's liability for damages is limited to the infringement of material obligations of the agreement ("Kardinalspflichten"). Material obligations are only such obligations the fulfilment of which allow the proper execution of the agreement in the first place and where the Customer may rely on the compliance with these obligations.

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