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11.2. If personal data are processed, the Licensor shall comply with the statutory data protection regulations. In this case the details on the data collected and the respective processing thereof are set forth in the data protection statement.

12. Confidentiality

12.1. The Licensee undertakes to treat Confidential Information in confidence and not to disclose it to third parties unless this is necessary in order to exercise the rights the Licensee is entitled to in accordance with these Terms and Conditions of License. In order to protect the Confidential Information the Licensee shall apply the same measure of care (but not less than a reasonable measure of care) as it applies to its own Confidential Information.

12.2. The obligation of secrecy under sub-sec. 12.1 does not apply to Confidential Information (i) which was already in the lawful possession of the Licensee prior to being disclosed by the Licensor; (ii) which was or becomes public knowledge without any violation of duty by the Licensee; (iii) which the Licensee lawfully received from third parties without any secrecy obligations; (iv) which was disclosed to third parties by the Licensor without any secrecy obligations; (v) which was developed by the Licensee itself; (vi) which has to be disclosed by law; or (vii) which is disclosed by the Licensee with the prior consent of the Licensor in writing.

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13.3. The Licensee undertakes to furnish all the information and documents that are required for the export or movement of the products to be supplied in accordance with the contract and other work results required for the purpose of the supply and which derive from the Licensee’s sphere of influence.

13.4. When passing on, transferring or otherwise providing to third parties for use in the domestic country and abroad the products to be supplied by the Licensor in accordance with the contract and other work results, the Licensee shall comply with the respectively applicable customs regulations and with the provisions of (re) export control law and obtain the permits necessary for this.

13.5. The Software may not be used for the manufacture or development of rockets, chemical/biological or nuclear weapons.

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14.1. The courts of Stuttgart, Germany, shall have exclusive jurisdiction and venue insofar as this is legally permissible. The Licensor reserves the right, however, to take legal action at a court with jurisdiction at the registered office or establishment of the Licensee.

14.2. The present Terms and Conditions of License and all agreements in this respect between the Licensor and the Licensee shall be governed by German law excluding the conflict of laws provisions. The applicability of the UN Convention on Contracts for the International Sale of Goods is explicitly excluded.

14.3. If a provision should be or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby. In this case the ineffective provision shall be replaced by a permissible provision approximating most closely the economic purpose of the original ineffective provision. This shall apply accordingly to any omissions.

14.4. Alterations and supplements to these Terms and Conditions of License must be made in written form. Emails do not comply with the written form requirement.

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