

END-USER LICENSE AGREEMENT FOR WERTH AUDITOR
(19.10.2021)

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6.1 Werth IT GmbH is always liable to the customer

- a) for damage caused by Werth IT GmbH, its legal representatives or vicarious agents intentionally or through gross negligence
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- c) for damage resulting from injury to life, body or health for which Werth IT GmbH, its legal representatives or vicarious agents are responsible or
- d) when a warranty is given.

6.2 Werth IT GmbH is not liable for slight negligence, unless Werth IT GmbH has breached an essential contractual obligation, the fulfilment of which only enables the execution of the contract or the breach of which endangers the achievement of the purpose of the contract and on whose compliance you may regularly rely.

In case of material or financial damage, this liability is limited to the typical and foreseeable damage. This also applies to lost profits and missing savings. Liability for other remote

consequential damages is excluded.

6.3 The liability for data loss is limited to the typical recovery effort that would have occurred if backup copies were made regularly and in accordance with the risk. In the case of slight negligence, this liability shall only occur if you have carried out a proper data backup immediately prior to the measure leading to the loss of the data.

6.4 In no event shall Werth IT GmbH be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' improper handling of or inability to use or misuse of the SOFTWARE PRODUCT unless owed to a technical error in the SOFTWARE PRODUCT, even if Werth IT GmbH has been advised of the possibility of such damages and Werth IT GmbH declined the possibility of such damages.

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