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To the extent, the liability is limited or excluded according to these provisions, this shall also apply to the personal liability of the executive bodies of the Parties, its employees, personnel, staff, representatives and Subcontractors.

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Without prejudice to the legal type of this Agreement the Parties agree that in the event Sect. 536a of the German Civil Code might be applicable to this Agreement or any parts thereof, it shall only apply if and to the extent Licensor acted intentionally or negligently when performing its duties.

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