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6.4 Mandatory Law. Nothing in this Agreement is intended to or shall be construed as excluding or modifying any statutory rights, warranties or conditions which may be applicable to this Agreement, the Software or Documentation, and which by virtue of any national or state fair trade or other consumer legislation may not be modified or excluded.

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6.6 Emergency Service. You are advised that the operation of E-911 or E-112, its equivalent or other emergency service, requires accurate information contained in the service database, which the Service Provider is solely responsible for creating and managing.

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7.1 Limitation of Liability. In no event will TeleProffs or its suppliers be liable to You for any loss of data, loss of profits or savings, loss of business, loss of reputation or goodwill or any economic loss or indirect, incidental, consequential, punitive, special or exemplary damages arising out of or in connection with your license, use or inability to use the Software, Documentation, or the breach of any express or implied warranty or condition in connection with the Software, Documentation, and this Agreement even if TeleProffs or its suppliers have been advised of the possibility of such damages and regardless of the nature of the cause of action or theory asserted regarding such damages.

7.2 Derogations. Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages in certain circumstances involving certain types of customer classes, so that the above limitation or exclusion may not apply to You to the extent that liability is by law incapable of exclusion or restriction.

7.3 Total Liability. In no event shall TeleProffs's total aggregate liability, direct or indirect, arising from or in connection with the Software, Documentation, or this Agreement exceed 100 EUR, regardless of the basis of the claim for which such liability arises from.

8 Allocation of Risk Provisions of this Agreement such as the warranty limitations, exclusive remedies, and limitations of liability are unrelated, independent allocations of risks between You and TeleProffs. Unenforceability of any such allocations shall not affect the enforceability of other such allocations. If any part of this Agreement is held to be unenforceable, it shall not affect any other part. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed by applicable law. The fees paid by the Organization for the Software reflects the allocations of risk contained in this Agreement.

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10 Entire Agreement, Governing Law and Venue

10.1 Entire Agreement. You agree that this Agreement is the complete, final and exclusive statement of the agreement between You and TeleProffs and supersedes any proposal or prior agreement or any other communications relating to the use of the Software or any of the Documentation.

10.2 Changes. No amendment, modification or waiver of this Agreement will be valid unless set forth in a written instrument signed by both parties.

10.3 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of Sweden, exclusive of its conflict of laws provisions.

11 Company Information

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