

## Software handover and end user licence agreement

### **BSCW server software**

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(referred to hereinafter as 'OrbiTeam')

The following translation is for information only. The original and legally binding version is the German version.

### **Special Conditions – BSCW Professional/Campus**

#### **1. Relationship of Special Conditions to General Conditions**

These Special Conditions apply in addition to the General Conditions. Where the General Conditions and the Special Conditions contain conflicting provisions, the Special Conditions shall take precedence over the General Conditions.

#### **2. Permitted uses of the software**

(1) The BSCW Professional/Campus licence may only be used by state schools and universities.

(2) The software may only be used for purposes directly linked to the licensee's remit as a research and training institution. Any use of the software outside of this purpose, in particular commercial use, is not permitted to the licensee.

#### **3. Addendum to Section 2 of the Terms and Conditions: Conclusion of contract, conditions of use**

(1) OrbiTeam shall initially provide a temporary licence code. The temporary licence code shall be valid for a period of 90 days. OrbiTeam shall supply the final licence code immediately after receipt of payment.

(2) Following expiry of the validity period of the temporary licence code, OrbiTeam may limit the licensee's access to the software to read-only processes until payment is made.

#### **4. Addendum to Section 3 of the Terms and Conditions: Contract duration**

Unless the parties have reached any agreement to the contrary, the provision period shall be one year.

If a subscription to the licence for one year/for x years has been purchased, the duration of the contract shall be automatically extended by one year/by x years unless it is cancelled at least 30 days prior to the end of the relevant contractual period.

If a monthly subscription to the licence has been purchased, the provision period shall be three months, unless otherwise agreed. At the end of the agreed term, the duration of the contract shall be automatically extended by one month unless it is cancelled at least 30 days prior to the end of the relevant contractual period.

#### **5. Addendum to Section 4 of the Terms and Conditions: Payment**

1) The amount payable for BSCW Professional/Enterprise is dependent upon the number of users. The prices valid during the ordering process prior to conclusion of the contract shall apply.

If a subscription to the licence has been purchased, the prices valid at the time of renewal of the licence subscription shall apply.

(2) Payment must be made in advance within 30 days of conclusion of the contract.

If a monthly subscription to the licence has been purchased, payment must be made within 30 days after the end of each quarter.