

# Software handover and end user licence agreement

## **BSCW server software**

January 2025

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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 Free/Educational**

### **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 Free/Educational licence may only be used by state schools and universities.

(2) The software may only be used for educational purposes. Any other type of use, particularly for funded projects, is prohibited.

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

(1) Unless the parties have reached any agreement to the contrary, the provision period shall be one year. The contract shall expire at the end of the provision period without the need for termination.

(2) By way of derogation from the General Conditions, both parties may terminate the contract without notice at any time.

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

For the BSCW Free/Educational licence, no payment is required.

### **5. Addendum to Section 6 Paragraph 3 of the Terms and Conditions: Transfer to third parties**

(1) The software may be used by a maximum of 1000 users. The licensee must take appropriate measures to ensure that no user shares access data with other individuals.

(2) The licensee is permitted to replace individual users with other users, as long as the maximum number of users is not exceeded. In this case the licensee must ensure, by changing access data as appropriate, that users who have been replaced are no longer able to access the software.

### **6. Addendum to Section 8 of the Terms and Conditions: Claims for defects**

If OrbiTeam maliciously conceals a defect of title or an error in the software, OrbiTeam shall be obliged to compensate the licensee for any resulting damage. Other than this, the licensee is not entitled to assert any claims on the basis of material defects.

## **7. Addendum to Section 9 of the Terms and Conditions: Liability**

In cases other than those regulated by Clause 5. (Addendum to Section 8 of the Terms and Conditions), OrbiTeam shall only be liable for intent and gross negligence. Liability based on the provisions of product liability law remains unaffected.