

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/Enterprise

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. 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 expiration of the validity period of the temporary licence code, OrbiTeam may limit the customer's access to the software to read-only processes until payment is made.

3. 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. The contract shall expire at the end of the provision period without the need for termination. If a subscription to the licence has been purchased, the licence shall be automatically extended by one year unless it is cancelled at least 30 days before the end of the contract.

4. 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.

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

(3) For licences with flexible user numbers, the licensee must pay the specified basic amount before the licence code is supplied. Additional payment shall become due when the final invoice is issued.

5. Addendum to Section 6: Transfer to third parties

(1) The licensee is authorised to grant third parties the right to use the software, in its own name, including for commercial purposes. The duration of these granted usage rights may not exceed the duration of the licensee's contract. The total number of users must not exceed the maximum limit agreed with OrbiTeam. Splitting up the licence into several sub-licences is prohibited.

(2) The licensee is not authorised to grant third parties any rights of use over and above those which the licensee itself has been granted. In particular, the licensee is not permitted to grant third parties the right to assert direct claims against OrbiTeam, nor to transfer its own position as OrbiTeam's contractual partner to third parties.

6. Special provisions for licences with flexible user numbers (BSCW-Flex)

(1) In a BSCW-Flex licence, an initial amount and a maximum number of users to be registered is specified in the licence code. The licensee is entitled to increase the number of registered users up to the maximum limit at any time during the licence period.

(2) The licensee agrees that the actual number of registered users shall be recorded on a daily basis throughout the licence period, and undertakes to send the usage data to OrbiTeam electronically within two weeks of the end of the licence period. OrbiTeam undertakes to ensure that only the number of registered users will be recorded and that under no circumstances will personal data be recorded.

(3) If the licensee does not supply the usage data within the agreed time limit, OrbiTeam may, in its final invoice to the licensee, charge the licence price for the agreed maximum user limit. If the licensee supplies the usage data after this time, OrbiTeam shall produce a subsequent invoice corresponding to actual use. Costs incurred by the delay in supplying the data shall be borne by the licensee.