

martes 13 de marzo de 2018

## Alkacon OCEE License Terms

The following license contract applies to all purchases of an Alkacon OCEE package:

### 1 Subject Matter of the Contract

1.1 Subject matter of the contract is the sale of a program copy of an Alkacon software product (hereinafter referred to as "Software";) as well as the grant of a license in the Software. The functionalities of the Software are described in the preceding sections of this document. The functional description forms an integral part of this contract.

1.2 The purchase of the Software is a purchase on approval. Licensee is given 30 days after the conclusion of this contract to test the Software. If Licensee does not want to purchase the Software, he is to notify Alkacon of his decision in writing and completely delete the Software prior to the expiry of the time-limit. The notification needs to arrive at Alkacon's business premises prior to the expiry of the 30 day time-limit. Alkacon reserves the right to apply a technological protection measure that prevents the further use of the Software after expiry of the 30 day time-limit.

### 2 Provision of the Software

2.1 Alkacon will provide to Licensee a copy of the Software in machine-readable object code. Also, Licensee shall receive a manual with installation and operating instructions on the Software in a common file format. The source code of the Software is not subject matter of this contract.

2.2 Alkacon shall communicate to Licensee a URL together with access data suitable for such URL, which enable Licensee to download the Software from a password protected area of Alkacon's website.

### 3 License

3.1 Alkacon grants to Licensee the non-exclusive license, unlimited in time, to use the Software on as many servers as specified in the contract offer, and to reproduce as many copies as necessary therefore (e.g. installation, loading into the random access memory).

3.2 Beyond the license granted according to Section 3.1 Alkacon permits Licensee to test the software on any number of development systems, and to produce as many copies as are necessary therefore. A system is a "development system"; within the meaning of this license terms only if the data stored on the system or, respectively, the data processed by means of the Software are exclusively used for testing purposes, and the system itself does not run continuously. Licensee cannot invoke the term "testing purposes"; if the use of the Software wholly or partly serves the productive content management. Alkacon reserves the right to restrict the functionality of the software on a development system by technical measures.

3.3 Resale of the Software is permitted. In that case Licensee must delete any and all copies prior to the resale.

3.4 In case Alkacon provides to Licensee, by his request and in addition to the Software, the content management system "OpenCms", OpenCms shall be provided free of charge. This contract shall not apply to the provision of OpenCms with the exception of the clauses on liability and warranty. The license for OpenCms shall be received directly from the owner of the corresponding rights and shall be governed by the license conditions of the GNU Lesser General Public License (LGPL). The LGPL can be viewed in the "license.txt"-file that is enclosed in OpenCms.

## 4 Additional Licensing

4.1 Licensee can purchase licenses for additional servers by notifying Alkacon in writing of the desired amount and paying a license fee according to the price list in effect at that time. The price list can be inquired at Alkacon at all times.

## 5 Updates and Support

5.1 Licensee shall within the first 12 months after the conclusion of this contract receive all corresponding updates, if Alkacon issues such updates.

5.2 Updates will be provided for download on Alkacon's website according to section 2.2.

5.3 Alkacon shall offer to Licensee support services regarding the installation of the Software within a period of 30 days after the conclusion of this contract. Inquiries are to be directed via e-mail to *opencms-support at alkacon.com* only. Alkacon offers more comprehensive support within the framework of additional agreements.

## 6 Duties and Obligations of Licensee

6.1 Licensee shall make backup copies of his data stock prior to the installation of the Software or an update. During the use of the Software Licensee shall make data backups at regular intervals.

6.2 Licensee shall examine the Software during the test stage, particularly as regards its functional operability. Obvious defects or errors shall be reported in writing providing a description of the defects or errors.

## 7 Warranty

7.1 Alkacon warrants that the Software is delivered without defects or errors that nullify or impair the value of the Software or its serviceability as provided in this contract. In case of defects or errors Alkacon shall be obliged and entitled to either remedy the defect or error or replace the Software. Remedy or replacement can – inasmuch as it is reasonable in consideration of Licensee's just and reasonable interests – be effected by means of the provision of an update. In case Alkacon does not succeed in remedying the defect or error or replacing the Software within a reasonable period of time, Licensee can demand a reduction of the license fees or withdraw from the contract.

7.2 The warranty period shall end 12 months after the conclusion of this contract.

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## 8 Liability

8.1 Alkacon is liable for any culpable act that leads to injury of life, body or health or to a violation of an essential contractual obligation. In relation to a violation of an essential contractual obligation liability for negligence is however limited to the foreseeable damage that can typically materialise in connection with the type of contract in question. Beyond that Alkacon is only liable for acts of malice and bad faith and acts committed intentionally or in gross negligence.

8.2 The provision in section 8.1 shall apply to all claims for damage, irrespective of their cause in law, as well as to claims for compensation for futile expenses.

## 9 Choice of Law and Venue

9.1 The parties to this contract agree that this contract as well as all claims arising from or in connection with this contract shall be governed by the laws of the Federal Republic of Germany.

9.2 The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the Courts of Cologne, Germany, in any litigation arising out of or in connection with this Agreement.