con terra Technologies Components

Terms and Conditions of License and Use

1. General

The use of a con terra Technologies Component constitutes consent to the applicable Terms and Conditions of License and Use; otherwise, the con terra Technologies Components may not be used.

These Terms and Conditions of License and Use (hereinafter referred to as "Licensing Terms") apply between con terra GmbH (hereinafter referred to as "Licensor" or also "con terra") and the user (hereinafter also referred to as "Customer") for the assignment of software components referred to as con terra Technologies Components (hereinafter referred to as "Software" or "con terra Technologies Components"). The General Terms and Conditions of the Licensor also apply.

Any terms or conditions of the Customer which differ, conflict with, or supplement these Licensing Terms shall only become an integral part of the Contract if and insofar as the Licensor has expressly agreed to their validity in writing.

Any individual agreements concluded separately with the customer (including ancillary agreements, supplements and amendments) shall take precedence over these Licensing Terms and must be made in writing. Any legal declarations and notices submitted by the Customer to the Licensor (e.g. the setting of deadlines, notification of deficiencies, declaration of rescission or diminishment, termination) after conclusion of the Contract must be made in writing in order to be effective.

With the consent of the Customer, the licensor is entitled to amend the content matter of the existing Contract as well as these Terms and Conditions of License and Use, provided that the amendment, which takes into account the interests of the Licensor, is reasonably acceptable to the Customer. Consent to the amendment shall be deemed as having been granted if the Customer does not object within one month after having received notification of the change. The Licensor shall undertake to point out to the Customer the consequences of a withheld objection in the course of providing notification.

2. Scope of Use

Within the scope of these Terms and Conditions of License and Use, the customer is granted a right of use by the Licensor that is non-exclusive, non-transferable, unlimited in time, and revocable, and to download and use the software, also in conjunction with separately licensed applications of the Licensor, as the case may be.

The Software is licensed for the Customer's own use under the provisions of this Agreement. The Software remains the property of the Licensor. The Licensor reserves all rights to full or partial reproductions of the Software, including its documentation, logos, trademarks and interfaces.

The Customer is neither authorized to sell the Software, or variations thereof, himself or herself, nor to lease, lend or sub-license it. Further distribution of the Software or modifications thereof is expressly prohibited.

The License Agreement covers all currently known and unknown types of use which are necessary to fulfil the purpose of the Contract or will be in future, even if they only arise on the basis of new laws or, due to other reasons, are subsequently derived from the Software which is the object of this Contract or only later become known.

Any other rights which exceed those stipulated in this section and have not been expressly granted by the Licensor are reserved solely for the Licensor. Personal rights shall remain unaffected.

3. Rights and Obligations of the Customer

The Customer is entitled to adapt, translate, or create derivative works of all parts of the Software not characterized as third-party or open-source software as per Section 4. These modifications may not, however, be assigned to third parties, sold, licensed or further distributed in any other manner.

The passing along to the Licensor of any changes made is permitted. With the transfer of such changes, the Customer shall grant the Licensor all rights to usage, free of charge and without any restrictions.

The Customer may not sell, distribute, assign, sub-license, rent, lease or otherwise transfer or assign the rights to use of the Software without the express consent of the Licensor.

The Customer also acknowledges that he or she is not permitted to remove, conceal or alter notes pertaining to property rights which are contained in the Software or have been added to it. This also applies to copyrights or trademarks.

4. Third-Party Software (Externally Obtained Software), Open Source Software

The Software can contain components of third-party and/or open source software, for which separate license conditions must be adhered to. Insofar as required for the lawful usage of the Software, the respective third-party or open source software license terms and conditions shall be presented in the corresponding software directories.

The Licensee is obliged to only install or use the Software if he or she also agrees with the third-party or open source software terms and conditions, which take precedence over these Terms and Conditions of Use. If he or she refuses to do this, the Licensee shall refrain from the installation and use of the Software.

5. Contract and License Duration

The License Agreement begins with the provision of the Software by the Licensor and ends with the uninstallation or complete removal of it by the Customer.

The Licensor reserves the right to terminate the License Agreement at any time. In this case the customer must cease all usage of the Software.

Without prejudice to any other rights of the Licensor, the license granted to the Customer is voided automatically if

he or she violates the provisions of the License Agreement or the terms and conditions of this license. In this case the Customer is obliged to destroy all copies of the Software.

6. Liability

The customer ensures that he or she will obtain, or will have obtained, all the necessary rights, in addition to the contractual license for the intended use, on his or her own initiative and indemnifies the Licensor from any claims by third parties in this context.

The Licensor, or his vicarious agents, is liable for damages in cases of intent or gross negligence, irrespective of the legal basis, in accordance with applicable statutory provisions. The same applies in the case of negligent damage resulting in the injury to life, physical or personal health. In the event of negligent damage to property and pecuniary loss, the Licensor shall only be liable in case of a breach of an obligation whose fulfilment only makes the proper execution of the contract possible in the first place and on which the customer may rely. The extent of the liability, however, is limited to the contract-typical damage foreseeable when the contract was concluded.

The Licensor does not guarantee the availability of the offered products and services. In particular, the accessibility of the Licensor's server could be restricted for technical reasons (e.g. maintenance work) or for reasons for which the Licensor bears no responsibility. In the event of occurrences of this kind, the Licensor assumes no liability.

The Licensor assumes no liability for malfunctions or other damage caused by third parties (e.g. Internet or hosting providers).

7. Maintenance and Support

A right to maintenance and support for con terra Technologies Components does not exist. The Licensor may, at his sole discretion, make updates and upgrades of the Software available to the Licensee, for which these Terms and Conditions of License and Use apply to the same extent. This provision is usually carried out via download and can include patches, updates, upgrades or releases.

The Licensor may, at his sole discretion, offer the Licensee support services which require payment.

8. Final Provisions

If the Customer is not a consumer, the place of performance for all liabilities derived from and due to this License Agreement, as well as the exclusive place of jurisdiction for all disputes, is the location of the headquarters of the Licensor in Münster, North Rhine-Westphalia, Germany.

There are no oral agreements. Amendments or supplements to these license conditions must be made in writing in order to be effective, which also cannot be verbally waived.

Insofar as translations of these Terms and Conditions of License and Use are made in other languages, the German version shall exclusively remain the legally binding version.