

Terms of Use for BCrent

by CTM Computer Technik Marketing GmbH, Germany

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It also applies to any CTM updates, supplements, Internet-based services, and support services for the software or App, unless other terms accompany those items. If so, those terms apply.

By installing, having installed, subscribing to, or at last using the software, you accept this agreement (including any modifications made to it from time to time). If you do not accept this agreement, do not install, have installed, subscribe to, or use the software, as you are not excepting the terms given out by its creator, CTM.

If an individual enters into this agreement on behalf of a legal entity, that individual represents that he or she has the authority to bind that entity to this agreement.

Notice Regarding Subscription Validation.

Server on which the software is installed may periodically provide information to verify that the software is properly licensed and that the term has not expired. This information includes the customer subscription identifier, product name, license serial number, product version number, and date of last use.

If you comply with this agreement, you have the rights below for each license you acquire for the software.

1. OVERVIEW.

Software/app

The software you may use may include server software; client software that can be installed on devices and/or used with the server software; any updates or supplements for the software. The app is provided as SaaS, thus there is no software to install, but to use.

Licensing

The software is licensed based on the number of copies of the software that you install on premises or use as app; the number of your users that access the software; and additional software components you license.

License Model

The software is licensed and the App is provided under a subscription license model. Under this model, you have licensed the software on a per user and/or module basis for a limited period (license per use). The software may be hosted by any third party providing services to you (Subscription License Model). If your license expires or terminates, your right to use the software will stop immediately. If you continue using the software after that, you could be held liable for infringement of intellectual property rights, which could result in significant damages being assessed against you or other legal remedies.

2. DEFINITIONS

Affiliate means any legal entity that directly or indirectly owns, is directly or indirectly owned by, or that is directly or indirectly under common ownership with a party to this agreement.

App means application, which is nothing else than a running software or running source code.

Client software means the components of the software that allow a device to access or use the server software or to use certain aspects of the server software.

Device means a single personal computer, workstation, terminal, handheld computer, mobile phone, personal digital assistant, or other electronic device.

Instance means an image of software that is created by executing the software setup or install procedure or by duplicating an existing instance.

Ownership means more than 50% ownership.

SAL means subscriber access license.

Server means a physical hardware system capable of running server software.

Server software means the components of the software that provides services or functionality on your server.

You means the legal entity that has agreed to this agreement, your affiliates, and each of your, and your affiliates, employees, contractors, agents and suppliers.

3. INSTALLATION AND USE RIGHTS

Server Software

You must purchase a server software license. This will grant you the right to install and run the software on the server for which the license was purchased.

TYPES OF USER LICENSES

Except as otherwise specified, the types of user licenses for the software are as follows:

Module Licenses

If module licensing is required for the software, you must acquire and assign a Module License for each installation of the software that requires a Module License. A Module License is a license that allows multiple SALs to access the software on one server. Phonetic Search is licensed under Module License.

Access Licenses (SALs)

If Access Licenses are required for the software, then you must acquire and assign an Access License to each user that accesses the software directly or indirectly. You need an Access License for each user that directly or indirectly accesses the software through a third party application. Access Licenses are specific to a server installation and may not be used with or shared among different server installations.

Module Licenses and Access Licenses

If both Module Licenses and Access Licenses are required for the software, then you must purchase a Module License and Access Licenses as described in 4.a and 4.b above.

4. TERMS

Subscription Validation

Servers on which the software is installed will from time to time perform a validation check of the software. Validation verifies that the software has been properly licensed. It also verifies that no unauthorized changes have been made to the validation functions of the software. The validation check may be initiated by the software or CTM. To enable validation checks, the software may from time to time require updates or additional downloads of the validation functions of the software. The updates or

downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the server may send information about the software, the computer and the results of the validation check to CTM. This information includes customer subscription identifier, product name, license serial number, product version number, and the date of last use. CTM will use this information only to verify licensing compliance. By using the software, you consent to the transmission of this information. If, after a validation check, the software is found to be improperly licensed, CTM may provide notice that the software is improperly licensed, and you may receive reminders to obtain a properly licensed copy of the software, or need to follow instructions in the notice to be licensed to use the software.

Complex Software

The software is complex computer software. Its performance will vary depending on your hardware platform, software interactions, the configuration of the software and other factors. The software is neither fault tolerant nor free from errors, conflicts or interruptions.

Third Party Notices

The software may include third party material (i.e., code or documentation) that CTM licenses to you under this agreement. Notices, if any, for the third party material are included for your information only.

Additional Functionality

CTM may provide additional functionality for the software. Other license terms and fees may apply.

5. INTERNET-BASED SERVICES

CTM may provide Internet-based services with the software. CTM may change or cancel them at any time. This section does not apply to the subscription validation terms above.

Consent for Internet-Based Services

Certain features in the software may connect to CTM or third party service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. By using these features, you consent to the transmission of this information.

Computer Information

Certain features in the software use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser, name and version of the software you are using, and the language code of the device where you installed the software. CTM uses this information to make the Internet-based services available to you. Some of these features include, but are not limited to,

Web Content Features

Features in the software can retrieve related content from CTM and provide it to you. To provide the content, these features send to CTM the type of operating system, name and version of the software you are using, and the type of browser and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.

Use of Information

CTM may use the device information, error reports, and malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with CTM software.

Misuse of Internet-based Services

You may not use these services in any way that could harm them or impair anyone else use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

6. PRODUCT / LICENSE KEYS

The software does not require a key to run or access it. A key may only be used to run or access the particular version of the software for which it was issued. You are responsible for the use of keys assigned to you. You must not duplicate or share the keys with third parties.

Scope Of License

The software is licensed, not sold. This agreement only gives you some rights to use the software. CTM reserves all other rights. Unless applicable law or a separate written contract with CTM gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may only use the software for your internal business purposes. You may not work around any technical limitations in the software; reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation; circumvent the validation functions of the software; publish the software for others to copy; rent, lease or lend the software; or use the software for commercial software hosting services. Your rights to use the software may be revoked if you do not comply with the terms of this agreement.

Backup Copy

You may make multiple copies of the software for backup, development and testing purposes, so long as such copies are not used in production and the development or testing is for your internal business purpose only. Your backup copies may be hosted by a third party on your behalf.

License Transfer

You may not transfer the software without CTMs prior written consent. If permitted, there may be additional charges for transferring the software to an affiliate or third party.

Documentation

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

Downgrade

You have no rights to use earlier versions of the software under this license and CTM is not obligated to supply earlier versions to you.

Export Restrictions

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.

Entire Agreement

This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use are the entire agreement for the software and support services.

Applicable Law

Governing Laws. When you acquire CTM software, a German court in Bremen, Germany governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws

principles. Any potential legal issues will be subject to review and resolution in a court of Bremen, Germany.

Attorneys; Fees and Costs.

If you or CTM files a lawsuit, brings an action or otherwise pursues a claim against the other in connection with or arising out of this agreement or the software, the prevailing party will be entitled to recover its reasonable attorneys fees, costs and other expenses (including any appeal).

7. LIMITATION ON AND EXCLUSION OF DAMAGES

You can recover from CTM and its suppliers only direct damages up to the amount you paid for the software. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This software is a free license, thus no costs are to be paid. This limitation applies to anything related to the: (i) software, (ii) services, (iii) content (including code) on any third party Internet sites, or (iv) third party materials; and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, loss of data, damage to records or data, loss of goodwill, loss as a consequence of a business interruption or any other tort to the extent permitted by applicable law. It also applies even if repair, replacement or a refund for the software does not fully compensate you for any losses; or CTM knew or should have known about the possibility of the damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

Verifying Compliance

Right to verify compliance

You are required to keep records (including proof of purchase) relating to the software you use under this agreement. CTM has the right to verify compliance with this agreement, at CTM expense. You agree to provide reasonable cooperation in the event of a compliance audit, including by allowing CTM, on request, to access the usage report as a tool in conducting the audit.

Verification process and limitations

To verify compliance with the terms of this Agreement, CTM will engage an independent accountant from a recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days; notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, CTM can require you to complete CTM self-audit questionnaire relating to the software you use under this agreement, and reserves the right to use a verification process as set out above.

Verification frequency

If CTM undertakes verification and does not find material unlicensed use (license shortage of 5% or more), then CTM will not undertake another verification of the same entity for at least one year.

Use of Results

CTM and CTM auditors will use the information obtained in compliance verification only to enforce CTM's rights and to determine whether you are in compliance with the terms of this agreement. By invoking the rights and procedures described above, CTM does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

Remedies for non-compliance

If verification or self-audit reveals any unlicensed use, you must promptly order and pay for sufficient licenses to cover your use. If material unlicensed use is found, you must reimburse CTM for the costs CTM has incurred in verification and acquire the necessary additional licenses at single retail license cost within 30 days.

8. LIMITED WARRANTY

If you follow the instructions, the software will perform substantially as described in the CTM materials that you receive in or with the software.

References to limited warranty are references to the express warranty provided by CTM. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under local Consumer Law.

Term Of Warranty; Warranty Recipient; Length Of Any Implied Warranties.

The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient. To the extent permitted by law, any implied warranties, guarantees or conditions last only during the term of the limited warranty.

Exclusions From Warranty

This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond CTM reasonable control.

Remedy For Breach Of Warranty

CTM will repair or replace the software at no charge. If CTM cannot repair or replace it, CTM will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates and replacement software at no charge. If CTM cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to CTM with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.

Consumer Rights Not Affected

You may have additional consumer rights under your local laws, which this agreement cannot change.

No Other Warranties

The limited warranty is the only direct warranty from CTM. CTM gives no other express warranties, guarantees or conditions. Where allowed by your local laws, CTM excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

Limitation On And Exclusion Of Damages For Breach Of Warranty

The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.

We welcome your comments or questions about this Terms of Use (ToU). You may also contact us at our address:

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