

General License and Support Conditions

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1. General

The terms defined in “Appendix 1: Definitions” shall apply for these “General License and Support Conditions”. These License and Support Conditions shall apply for all axaio software GmbH software products.

The present agreement concerns solely executable object code and does not include any rights of any nature to the products’ source code.

Within this agreement, the specific products licensed by the customer shall be referred to as a whole as »the Product«. The Product shall be supplied with a manual in electronic format describing the Product characteristics and its use (»the Documentation«). callas software GmbH sells its products and services solely to companies, but not to consumers.

The following provisions in Clauses 2 to 5 relate to licenses for the Product purchased by the customer, Clause 6 to any additional support services (software maintenance) for the Product, and Clauses 7 to 11 relate to both alike.

2. Scope of the License

2.1 Remunerated licenses

2.1.1 Provisions for remunerated licenses for all versions

Purchase of a remunerated license from axaio software GmbH shall entitle Licensee to the non-exclusive, perpetual right to use the Product on the agreed number of Licensee’s computers run on the agreed platform, and in addition the respective provisions of the Clause 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6 or 2.1.7 shall also govern the purchased remunerated license.

Free licenses shall be governed by the provisions in Clause 2.2.

The remunerated license can be transferred to a third party in so far as and as soon as the license transfer form which can be requested from axaio software GmbH is properly completed by Licensee and the third party and is received by axaio software GmbH, and receipt of properly completed license transfer form has been confirmed in writing by letter or fax from axaio software GmbH towards Licensee and the third party.

2.1.2 Provisions for remunerated licenses for desktop versions

The remunerated license for desktop versions entitles Licensee only to the interactive use of the product directly on the computer (primary computer) on which the product is installed and running. In addition, the primary user of the Product may install and use the Product on either a portable computer or a computer located at his or her home (second computer), provided that the Product on the portable computer or the home computer is not used at the same time on the primary computer.

2.1.3 Provisions for remunerated licenses for Auto versions

The remunerated license for Auto versions entitles Licensee to both direct and interactive use on the computer on which the Product is installed and running, as well as the indirect use from other computers in the internal network as long as on every such other computer a properly licensed version of the Host Product is installed. For the indirect use it shall not matter through which mechanism the Auto version is controlled, as long as such

control is exclusively exercised from within the internal network and only from computers on which the Host Product is properly licensed and installed.

2.1.4 Provisions for remunerated licenses for server versions

The remunerated license for server versions entitles Licensee to both direct and interactive use on the computer on which the Product is installed and running, as well as the indirect use from other computers in the internal network. For the indirect use it shall not matter through which mechanism the server is controlled, as long as such control is exclusively exercised from within the internal network, with the following exception: if the files or data to be processed arrive from outside of the internal network but all data or files that result from processing are used for productive use only inside the internal network, such use of the Product shall be covered by the remunerated licenses for server versions, and a Premium Server license as defined in Clause 2.1.5 shall not be required in this specific case.

Under no circumstances is licensee entitled to use other programs or program extensions, which are not part of the Server version as provided by axaio software GmbH and installed through the Product's installer, with the Server version or components of the Server version. For such extended use the Premium Server license has to be purchased.

2.1.5 Provisions for remunerated licenses for Premium Server

The remunerated license for Premium Server use entitles Licensee to both direct and interactive use on the computer on which the Product is installed and running, as well as the indirect use from other computers in the internal network as well as from outside of the internal network. For the indirect use it shall not matter through which mechanism the Premium server version is controlled, and whether such control is exercised from within the internal network or from outside of the internal network. It shall furthermore not matter, whether data or files processed by the product remain inside the internal network or are transferred to outside the internal network or are accessed, read, copied or used in any other way from outside the internal network.

2.1.6 Provisions for remunerated license extensions for Stand-by-Systems

For each properly purchased remunerated license of the Product (base license) a remunerated license extension for a Stand-by-System can be purchased. This additionally purchased license extension entitles the Licensee to install the Product on an additional computer (backup system) of the same platform as that for which the base license has been purchased, as long as both computers are not used at the same time.

2.1.7 Provisions for remunerated license extensions for Development Systems

For each properly purchased remunerated license of the Product (base license) Licensee may purchase a remunerated license extension for Development Systems. This additionally purchased license extension entitles the Licensee to install and run the Product on an unlimited number of development computers, as long as such computers are not used for production purposes (development license). The necessary preconditions for such a development license are that access to the development computer, directly or via a network, is only possible for developers developing or testing the product exclusively for the purpose or in preparation of support of the productive use of the base license. It is possible to purchase a remunerated license extension for Development Systems for a different platform than the platform for which the base license was purchased. Under no circumstances shall Licensee be entitled to use a development license for productive use, regardless of how such productive use is exercised.

2.2 Free use of evaluation versions of the Product

For certain products, axaio software GmbH offers freely available versions which can be run without purchasing a license key (evaluation versions), albeit with restrictions or limited functionality compared with the purchased license of the same product as described in the pertinent product documentation. For evaluation versions Licensee shall be granted a non-exclusive, free, non-transferable and perpetual license to evaluate the Product on any number of Licensee's computers.

Evaluation in this sense is the consideration by Licensee whether to purchase the Product for productive use, and the development of products by Licensee in which a (subsequently purchased) remunerated licensed copy of the Product or an evaluation version is or will be integrated and whose intended use materially exceeds the integration of the axaio software GmbH Product.

If Licensee integrates the evaluation version in one of his own products of the aforementioned type, he shall also be entitled to transfer the license to the integrated evaluation version when passing on his product to a third party.

3. Restrictions

3.1 Intellectual Property

The Product and the Documentation are the copyrighted intellectual property of axaio software GmbH.

When processing existing PDF documents with the Product, Licensee must respect the access permissions and permission controls which have been applied by the PDF document's author in order to grant or deny certain rights to the users of the document.

When using the Product, Licensee has to ensure that resources like fonts or ICC profiles are only used according to the license in effect for such fonts or ICC profiles or other resources. This also applies to the embedding of fonts, ICC profiles or other resources as well as to the direct or indirect modification of fonts, ICC profiles or other resources.

3.2 Reverse Engineering and Confidentiality

Licensee undertakes not to translate, disassemble, or reverse-engineer the Product, in so far as this is not permitted under Section 69e German Copyright Act.

Licensee undertakes not to redistribute or make publicly available any license key received from axaio software GmbH.

3.3 Updates and Upgrades

If Licensee receives the Product as a new main version or maintenance release to an earlier version of the same or other product (Update) or if a product license is converted into a license for another product (Upgrade), the new license shall be provided on a license exchange basis. Installing and using an updated or upgraded version shall terminate the license for the earlier version.

3.4 Additional restrictions

Licensee undertakes not to:

- (a) circumvent technical limitations of the Product;
- (b) execute or control the Product through undocumented calls, interfaces or parameters;
- (c) use or execute components of the Product unless such use or execution is carried out by the Product or under the control of the Product;
- (d) to publish the Product such that third parties may copy it;
- (e) to rent or lease the Product, unless agreed upon in writing by axaio software GmbH;
- (f) to use the Product for use as a hosted service, unless agreed upon in writing by axaio software GmbH.

4. Delivery

The Product and the Documentation shall be delivered in digital format only, either electronically or by download from a website of axaio software GmbH or on digital storage media. Any maintenance release version or update version shall be retrieved from the callas software GmbH website at www.axaio.com or from a web location provided by axaio software GmbH. axaio software GmbH shall not provide Licensee with printed Documentation.

5. Warranty

5.1 Warranty for customers with registered offices in the Federal Republic of Germany

If the customer has registered offices in the Federal Republic of Germany, the following provisions shall apply:

Subject to Clause 9, the statutory provisions for warranties shall apply with the condition that the warranty period (time bar for warranty claims, Section 438 Subs. 1 German Civil Code) shall be one year. This shall not apply, however, for fault-related claims for damages under compensation for bodily harm or impairment of health due to a fault for which axaio software GmbH is liable or under gross negligence by axaio software GmbH or its agents, nor for cases of deceit by axaio software GmbH; these cases shall be governed by statutory provisions.

5.2 Warranty for customers with registered offices outside the Federal Republic of Germany

If the customer does not have registered offices in the Federal Republic of Germany the following provisions shall apply:

If the Program, unmodified by the customer, does not meet the owed characteristics within a period of 30 days after conclusion of the license agreement, axaio software GmbH shall promptly at its own expense and in its own discretion

- (i) provide a correction of or a workaround for any reproducible faults reported by Licensee and supply an updated version of the Program or
- (ii) refund any fees paid under this license agreement. In the latter case, Licensee shall immediately terminate any use and distribution of the Program and destroy any license keys issued by axaio software GmbH. All further liability on the part of axaio software GmbH is hereby expressly excluded.

6. Support Agreement / Support Services

In addition to purchasing the license, the customer can request support services from axaio software GmbH (support agreement) against payment of an annual fee. This shall be agreed by the customer choosing the support service for the purchased licenses and axaio software GmbH accepting the choice.

The support agreement shall be prolonged after each term of one year by the same period unless terminated by the customer with up to one month's notice to the end of the pertinent term sent by letter or fax.

This shall be without prejudice to the possibility of termination without notice for good cause.

Under the support agreement axaio software GmbH shall render the services listed under the "Contractual Support" column in "Appendix 2: Support Services".

7. Liability

7.1 Liability for customers with registered offices in the Federal Republic of Germany

If the customer has registered offices in the Federal Republic of Germany, the following provisions shall apply:

axaio software GmbH's liability for simple negligent breaches of cardinal duties (in other words duties whose fulfillment renders the proper execution of the agreement possible and on whose compliance the contractual partner may generally rely) is limited to the typical losses foreseeable when the agreement was concluded. axaio software GmbH accepts no liability for simple negligent breaches of non-cardinal duties.

7.2 Liability for customers with registered offices outside the Federal Republic of Germany

If the customer does not have registered offices in the Federal Republic of Germany, the following provisions shall apply:

Neither party shall be liable for any losses, interruptions of business or indirect, special, incidental losses or consequential losses of any kind (including foregone profit) arising from use regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise. Regardless of the legal grounds, axaio software GmbH's liability shall be limited (a) under and in conjunction with the license agreement to fivefold the license fee and (b) under and in conjunction with the support agreement to the annual support fee.

8. Data Protection

axaio software GmbH collects, processes, uses and transmits personal data solely in so far as this is necessary for executing and fulfilling the contractual relationship with the customer.

9. Applicable Law

This agreement shall be governed by the law of the country in which the customer has his registered offices, however to the exclusion of the UN Convention Relating to a Uniform Law on the International Sale of Goods and the conflict of law provisions of international private law.

10. Use of trademarks

All trademarks or registered trademarks used are properties of their respective owners.

11. Legal Forum

The exclusive legal forum for all disputes under and in conjunction with the purchase, license and/or support agreement(s) shall be axaio software GmbH's registered offices for the customer's claims, for axaio software GmbH's claims the registered offices of the customers or of axaio software GmbH. This shall be without prejudice, however, to any statutory provisions for filing counterclaims by the other party in the forum of the original action.

Appendix 1: Definitions

1. Computer

A computer is a hardware device, which is able to execute the Product. A virtual hardware partition (virtual machine) or a blade system – a modular computer which typically is not connected to a display or keyboard – is counted as a separate computer.

2. Platform

Combination of operating system and one or more hardware architectures. Fully compatible versions of operating system and/or hardware shall be deemed one platform.

Examples: Mac OS X and Mac OS X Server – regardless whether PowerPC or Intel based architecture – are considered as the same Mac OS X platform. Windows 2000/XP/Vista/7 as well as Windows Server 2000/2003/2008 – regardless whether 32bit or 64bit x86-hardware – are considered as the same Windows platform.

3. Product

A software program offered by axaio software GmbH for a certain platform.

Examples: MadeToCompare InCopy for Windows; MadeToPrint XT Auto for Mac OS X

4. Host product

A software program offered by a party other than axaio software GmbH where a product from axaio software GmbH is installed such that it runs inside the host product and cannot run on its own. The host product has to be purchased independent of the Product from axaio software and typically comes with its own license agreement. It is up to the licensee of the axaio software GmbH Product to ensure that the license for the Host Product allows the installation and the use of the axaio software Product.

Examples: QuarkXPress 8; Adobe Indesign CS4

5. Desktop version

Product version for direct, interactive use through Licensee directly on the computer on which the product is installed and executed. The desktop version of the Product may be used interactively, at the discretion of Licensee, as an add-on to the Host Product, given that the Host Product installed on the computer is properly licensed.

Examples: MadeToCompare XT Desktop, MadeToPrint Desktop for Indesign (both are available for Mac OS X or Windows)

6. Auto version

Product version for both direct and interactive use through Licensee directly on the computer on which the Product is installed and executed as well as indirect use by users on any computer inside the same internal network where the base license is installed, as long as each of these users has a valid license for the host product inside which the Auto version is running. The Auto version of a Product always requires a Host Product which must be licensed from the third party which sells and/or licenses the Host Product.

Examples: MadeToPrint XT Auto for Windows (for use with QuarkXPress as the Host Product)

7. Server version

Product version for both direct and interactive use through Licensee directly on the computer on which the Product is installed and executed as well as indirect use by users on any computer inside the same internal network where the base license is installed.

Examples: MadeToPrint Server for Mac OS X

8. Premium Server version

Product version for both direct and interactive use through Licensee directly on the computer on which the Product is installed and executed as well as indirect use by users on any computer inside the same internal network where the base license is installed as well as use by users anywhere outside of that internal network where the product is installed, in all cases of non-interactive or indirect use independent of the technical transmission protocol used.

Examples: MadeToPrint Premium Server

9. Internal network

Internal Network means the private, proprietary network resource of Licensee accessible only by Authorized Users. Internal Network specifically excludes the Internet (as such term is commonly defined) or any other network community open to the public, including without limitation membership or subscription driven groups, associations or similar organizations. Connection by secure links such as VPN or dial up to your Internal Network for the purpose of allowing Authorized Users to use the Software is considered use over an Internal Network. Authorized Users means employees and individual contractors (i.e., temporary employees) of the specific corporate enterprise or similar business entity of Licensee. Independent contractors shall not be considered “Authorized Users” for the purposes of this agreement.

10. Productive use

Productive use is use of the Product directly, indirectly or as support for profit-making activities or other activities according to its articles of incorporation by Licensee or a third party.

11. Major release

A major release is a new version of the Product with significantly extended functionality. axaio software GmbH releases major releases up to three times per year such that version numbers from one major release to the next major release may only differ in the number of the first decimal point.

Examples: MadeToPrint InDesign CS4

12. Maintenance release

A maintenance release (sometimes also called bug fix update or patch update) is a new version of the Product that rectifies faults or limitations without introducing substantial new functionality.

Examples: MadeToPrint InDesign CS4 2.3(233) is a maintenance Release for MadeToPrint InDesign CS4

13. Update

An Update converts an existing Product license into a license for a newer major release of the same Product for the same platform.

Examples: Updating from MadeToPrint InDesign CS4 2.3(233) for Windows to MadeToPrint CS4 2.4(237) for Windows

14. Upgrade

An Upgrade converts an existing license for a Product into a license for the same major release of a higher-quality Product, which constitutes a functional expansion of the first Product.

Examples: Upgrade from MadeToPrint InDesign CS4 for Windows to MadeToPrint InDesign CS4 Auto for Windows

15. Crossgrade

A Crossgrade converts an existing license for a Product into a license for the same major release of a Product but for a different Host Product.

Examples: Upgrade from MadeToPrint InDesign CS4 for Windows to MadeToPrint XT for Windows

16. Fault

A fault (also called bug) is any variance from the documented behavior.

Appendix 2: Support Services

Service	Warranty (free)	Contractual support (fee-based)
Response time for a support case	max. 5 working days (actual fault rectification may take longer)	max. 2 working days (actual fault rectification may take longer)
Type of support	exclusively for support incidents which directly relate to a fault in the Product	support incidents both with regard to faults in the Product as well as for support for optimal use of the Product
Communication channel for support incidents	exclusively through email and/or support portal	through email and/or support portal; if a support incident cannot be resolved within 30 days it can be escalated to obtain support through additional communication channels, namely by telephone and/or through remote web access, to be provided by callas software GmbH or a partner authorized by callas software GmbH
Time period throughout which support is available	Germany: 1 year otherwise: 30 days	throughout the term of the support contract
Correction or workaround for a fault	in so far as required by law	yes/free of charge
Modifications to support a newer version of a platform which is not fully compatible with the previous one	not included*	yes/free of charge
License to use the current maintenance release of the licensed Product	not included*	yes/free of charge
Availability (download) of the latest maintenance release of the licensed product	not included*	yes/free of charge
Availability (download) of the licensed product	up to availability of the next major release	throughout the term of the support contract
Update to the current main version of the licensed product	at the update list price	yes/free of charge
Information on availability of new maintenance or major releases	not included*	by email
Crossgrade to a different platform for the licensed Product	at the crossgrade list price	within one year after date of purchase: yes/free of charge
Upgrade to current maintenance release of a higher-quality product of the same major release at the upgrade list price	1 year from purchase of original license	throughout the term of the support contract
Purchase of additional licenses of the licensed product at the list price	1 year from purchase of original license	throughout the term of the support contract

* this service is not included in the warranty, but may nevertheless occasionally be offered by axaio software GmbH at the sole discretion of axaio software GmbH