Usage Conditions and License Agreement for the Software "ViMP Enterprise Ultimate"

1. Agreement

Definitions of Concepts for the license agreement for using the media content management system "ViMP Enterprise Ultimate" (hereinafter referred to as "Software"). This final customer license agreement (hereinafter "Contract") is a binding contract between VIMP GmbH (hereinafter "licenser") and you, in your own name as a natural person or as legal representatives of a legal entity (hereinafter "licensee").

Checking the box "Yes, I have read and understand the usage terms and want to purchase and use the software in accordance with these terms and conditions", and/or downloading the Software, installing the Software and/or advancing of the Software in any other way can be construed as agreement to be bound by all of the following regulations of this Contract. If the licensee operates several websites, for which he would like to use this Software, the licensee shall obtain a separate final customer license agreement for each individual website.

The term "Software" used in this Contract refers to the ViMP software, which you selected, download and/or installed from the download section of the licenser's website. The term "Software" covers thereby also all modified versions or updated versions of this Software, as well as modules or plug-ins of this software, which are, also with costs, made accessible by the licenser for you.

2. Grant of License

The software's performance description of the selected version and the modules can be found on the product websites of the licenser. In order to use all functions of the Software, you need additional software from third party suppliers. All stipulations herein apply to the ViMP software, which the licenser offered in the download section of its website or the licenser referred to. The further integration of third party software into the ViMP Software, even if recommended by the licenser, is not a component of this license agreement. The use/integration of third party software may be subject to one or more additional license conditions. You are responsible to use/integrate this third party software into the ViMP software only in correspondence with its individual terms.

This Contract does not permit the licenser to make or install copies of the Software. If the licensee should act on behalf of a third party, he shall not use this Software or parts of it anymore after it has been passed on (delivered) to the third party. Expressively, the licensee may not pass the Software or parts of it on to more than one (1) third party. If the licensee however intends to pass the Software on to more than one (1) third party, a separate ViMP Enterprise Ultimate License has to be purchased for every installation. The availability of such an additional license has to be cleared by the licenser prior to any purchase.

The licenser reserves the right to deny issuing such an additional license to the licensee, shall the licensee violate the terms and conditions defined in the present License Agreement such as any kind of violence-promoting, racist, criminal, legally protected or illegal contents. In addition to that the licenser reserves the right to modify the Software without prior notice. The Software's license agreement and the terms and conditions remain at any time. You as licensee herby agree to be bound to all terms and conditions contained within this Contract and to respect them.

The licenser grants the licensee, in accordance with the regulations of this Contract, an unlimited license to use the executable code of this Software for personal and business purposes. This Contract does not entitle the licensee to receive any print documentation, technical support or telephone support, neither individual improvements/updates of the Software. The licensee is obligated to provide the licenser their complete and correct contact information to a specified extent before the Software is downloaded. This information is stored and used confidentially in accordance with the licenser's privacy conditions.

3. Rights and liabilities

The licensee is entitled to:

- Modify or let modify the non-compiled source code of the software to the full extent (hereinafter referred to as "adjustment of source code").
- Modify or let modify the template and style files to the full extent.
- Modify or let modify the database and/or its structure (hereinafter referred to as "adjustment of database").
- Add or let add new source code in existing files of the software (hereinafter referred to "enhancement of source code").
- Remove source code from existing files (files or folders) or whole parts of the software (hereinafter referred to as "deletion of source code")
- Change the references contained within the software, as follows: You are entitled to either fully remove the linked reference in the portal's footer, OR the linked reference within the portal's imprint saying: "This portal is based on ViMP". You are not entitled to neither remove both the references nor adjust the references (modification of images, texts or links). The font has to be easily readable in the portal.
- Forward, sell, lend or lease the software to a (a) third.
- Use a second server license for the distributed use of servers on maximally two front servers.

Constraints:

- You are not entitled to use the software in a secured intranet or extranet environment.
- You are not entitled to decompile or modify (e.g by patching) source code, which is available as compiled data.
- You, or a third, are not allowed to run the software on more than one portal, respectively one domain or to use it for multiple communities. You therefore need an additional license, respectively module from the licenser. The creation of subdomains is allowed as well as the allocation of mirror sites (backup servers) is specifically allowed, for one single internet presence, as long as both these show the same data base.

4. Fees

In order to acquire and to make use of this Software (ViMP Enterprise Ultimate), the licensee needs to pay the costs named on the ViMP portal.

5. Licenser's rights

The licenser has the right to use the licensee and if applicable also the brand of the licensee, as well as the internet address of the licensee's ViMP-portal, respectively the internet presence of the licensee, as a reference to other persons, for example naming it on the internet presence of the licenser. The licenser's right to name the licensee and his brand/brands as reference also applies for public relation as well as publications in magazines and other media.

6. Beginning, duration, and completion of this Contract

This Contract continues to exist for an indefinite period of time and begins with the distribution of the Software to the licensee (e.g. via download). The right to immediately terminate the contract without prior notice because of infringement of the license agreements remains. The licensee then is obligated to destroy all existing copies.

7. Ownership rights

Titles, owner rights, and rights related to intellectual property remain with the licenser and/or its suppliers. The licensee does herby recognize these rights and will not try anything to endanger, limit, or impair these rights in any way. The Software is protected by copyrights, other laws for the protection of the intellectual property and by international law and contracts.

The licenser is not related and has no connection to, and knows no identity of, any person that upload content to the ViMP portal operated by the licensee. The licensee is alone responsible for any damage(s), which arise from any infringement of the legally protected rights of any third party (e.g. by abusive or unauthorized publication of contents on the portal). No additional rights for these contents are hereby granted to the licensee.

8. Usage and availability of open source code

If parts of the Software were developed using any kind of open source code, written, licensed or owned by the licenser or a third party, the source of these parts is available upon request.

9. Limitation of warranty

This includes liability for defect parts, liability for any harm caused by malicious software (e.g. viruses), guaranty for continuous operability of the Software, and guaranty of suitability for a certain purpose etc. The licensee carries all risks regarding quality and efficiency of the Software. Under no circumstances the licenser, its suppliers, its salesmen, retailers, or any person that helped develop the Software's source code can be held responsible and/or made liable for any service and/or repair costs.

The licensee has the obligation to examine the Software regarding usability and efficiency in respect to his intended use. The Software must only be used, if the licensee accepts the limitation of warranty as outlined above.

Furthermore the licenser and he's suppliers, resellers, etc. cannot be held responsible for any damage, caused by this Software due to (wrong or any) use of the Software; this applies in particular to damage of goodwill loss, loss of work time, computer errors or downtimes. The licensee alone is responsible to back up the software and all sensitive data on a regular basis.

The licenser herby points out that he is not responsible for the content wise operation and of the Software. Only the licensee is operating and controlling the Software. He has to make sure he does so in accordance with the rules and regulations that apply in his area of jurisdiction and/or country.

9. Exclusion of liability for environments of high risk

This Software is not error-tolerant. It was not designed, planed or developed to act as an online-control-device in high risk environments which's operation depends on a critical stability without any downtime or errors acceptable. Therefore the licenser or his salesman, suppliers or partners cannot be held responsible for any damage caused in a high risk environment. The licensee accepts this exclusion of liability as a compelling precondition of the licenser.

10. General terms

This Contract represents the complete agreement between the contracting parties regarding the contractual item. The Contract and its regulations replace any previous agreements; it overrules any other previously made agreement(s) of written or verbal kind regarding the contractual item. All rights that are not explicitly regarded in this contract remain reserved to the licenser. Changes or additions to this Contract require the written consent of both contracting parties and/or their legal representatives.

These can also be special agreements from the written offer by the licenser. In case any part of this Contract is not valid, this does not affect the other (remaining) parts of the Contract. Ineffective, invalid or futile regulations (if any) will be replaced by such regulations, which's meaning and contents are similar the most to the economical intentions of the original ones; the same applies to possible gaps of this Contract (if any).

This Contract is subjected exclusively to the law of the Federal Republic of Germany. In case of any legal dispute about or in connection with this Contract Munich (Germany) is agreed to be the area of jurisdiction.

Munich, 10-07-2012