

OpenScape Business V1 R3

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The aforementioned ruling is not associated with a change in the burden of proof to Your disadvantage.

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A3.1 The export of the software and documents can – as a result of their nature or their intended purpose for example – be subject to approval.

A3.2 With own exports, You commit to pay absolute attention to the export rules, relevant for products, of the EU or the EU-member states as well as the USA.

A3.3 This Evaluation License Agreement is governed by German substantive law without reference to its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, shall not apply. The legal venue shall be Munich, Germany.

A3.4 If there are any discrepancies between this translation of the Evaluation License Agreement and the German original version, the German version shall apply.

PART B: END USER LICENSE TERMS OpenScape Business V1 R3

I LICENSING OF SOFTWARE

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II DEFINITIONS

II.1 Software includes the entire contents of the files and data media supplied with this "Contract". These include, among other things computer information and programs from Unify or third parties in object code and associated written explanatory material (documentation).

II.2 In addition, the term Software includes Updates, Upgrades, modified versions, supplements and copies of the Software licensed to You.

II.3 An Update is Software with the focus on bug fixing and if necessary, minor, functional supplements (e.g. additional drivers).

II.4 An Upgrade is a new version / functional expansion, if necessary with bug fixes for old versions, the licensing of which requires a valid license for a defined prior release.

II.5 Client Access License or CAL shall mean a software license for authorizing a Client to use the corresponding Server Software.

II.6 A Client employs the services of a server within a network. Depending on the type of functionalities which the Server Software provides, Clients may be, for example, users, agents, equipment, identities or communication channels, etc. The type of Clients and number of CALs are agreed to in the Contract.

II.7 A Single User Software is a program for installation on a single computer which is not a Server, such as a desktop personal computer, notebook, etc.

II.8 A Server Software is a program which is installed on a Server (host) and which Clients access to use the functionalities of the software product.

II.9 A Server is a physical hardware system capable of running Server Software. A hardware partition or a blade is considered to be a separate hardware system.

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III.1 In return for payment as agreed to in the Contract, Unify grants You a non-exclusive, non-transferable, worldwide and limited right to use the software product for internal purposes. The right to use is limited to the agreed period of time, in the absence of such an agreement, the right to use shall be unlimited in time.

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III.3 For Server Software, You may install a copy of the respective software product on a single Server, provided that the maximum permissible number of processors per server is not exceeded when using multi-processor servers.

III.4 A Client Access License for the corresponding Server Software is required for every Client that accesses the Server.

III.5 You may not decompile or disassemble the Software, remove any program parts, undertake reverse engineering or otherwise try to derive the source code, except as provided by mandatory law and except to the extent that Unify is legally required to permit such specific activity pursuant to any applicable open source license

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III.8 You shall not make the Software accessible to third parties without prior written consent from Unify. Insofar as Unify, at its sole discretion, consents to passing on, this is on condition that

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- You do not retain any copies, including backups and other copies stored on a computer, and the recipient accepts the provisions of this contract and other provisions in accordance with which You have legally acquired the Software license,

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III.13 Provided that the Software requires activation, You shall activate the Software within 30 days of its initial installation, only then is the installation complete. The necessary information for this must be entered by You in the manner described in the installation sequence of the Software. After alterations have been made to the hardware, it may be necessary to reactivate the Software.

If activation does not take place within 30 days of initial installation, the Software may be disabled for further use upon expiry of this deadline. By entering a valid activation code which can be requested from Unify at any time upon proof of authorization, however, You have the option of activating the Software again.

IV LIMITED WARRANTY / LIABILITY OF Unify

IV.1 Unify makes no guarantee that the software functions satisfy Your demands, that software products interoperate as selected by You, that these will operate without interruption and without faults or that all software errors can be rectified.

IV.2 Warranty Claims and/or any other claims regardless of the legal ground, against Unify, a Unify Local Company, its vicarious agents or subcontractors are excluded. You are entitled only to those claims, which are agreed to in Your separate Software-Licensing-Contract (see above I.1) with Unify, a Unify Local Company or an authorized Dealer.

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Where personal data will be stored or otherwise processed, Unify will take note of directions from You and take the necessary technical and organizational action to secure the data against misuse. These obligations remain in force even after the contract has ended.

VI EXPORT APPROVALS, GOVERNING LAW, PLACE OF JURISDICTION, LANGUAGE

VI.1 The export of the software and documents can – as a result of their nature or their intended purpose for example – be subject to approval.

VI.2 You shall comply absolutely with the export rules, relevant for products, of the EU or the EU-member states as well as the USA.

VI.3 These End User License Terms are governed by German substantive law without reference to its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, shall not apply. The place of jurisdiction shall be Munich, Germany.

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