

License

Extract from the General Terms and Conditions of Net at Work GmbH

1. Subject matter of the contract / Data Processing / Right to buy / References

1.1

The object of the contract is the granting of unlimited, unlimited use rights to the standard software NoSpamProxy produced by Net at Work.

1.2

The granting of the right of use in accordance with clause 1.1 is done by Net at Work providing the customer with a license key for the NoSpamProxy licenses purchased by the customer. Together with the submission of the license key, an installation guide is provided to the customer.

1.3

With the granting of the license, customer and Net at Work conclude the Data Processing Agreement in the NoSpamProxy Server Annex AV and the [NoSpamProxy Cloud Annex AV](#) in the version valid at the time of the granting of the right of use. In the DP agreement the use of web services is regulated, which the NoSpamProxy installation of the customer accesses exclusively for security-checks of e-mails. The scope of the web services used depends on the licensed functions and customer configuration.

1.4

The contract is the application of the commercial regulations.

1.5

The customer allows Net at Work to name the customer and his trademarks for reference purposes. However, Net at Work will discontinue this reference usage if the customer expressly asks for it in text form.

2. Copyrights / Scope of rights

2.01

Net at Work grants the customer the non-exclusive right to use the software as part of the software sale.

The customer is not permitted to rent the software, subject to clause 2.05, to give third parties for use or other purposes, or to grant limited rights to it. This also applies if the third party uses the software exclusively for the purposes of the customer.

Unless otherwise agreed, the customer acquires a server license along with a certain number of client licenses, as well as additional optional modules for the software, if any. As a client, every person who uses the customer's e-mail system counts. If a person has more than one email address (e.g. function addresses), he or she also counts only as a client.

Multiple usage rights (both for servers and clients) must be contractually agreed as such. Multiple use is the simultaneous installation and/or use of the software on multiple servers by the customer. Whether and to what extent the software may also be used by the customer with different clients is determined by the respective software contract. A different use of the software by the customer also constitutes a violation of the terms of use in violation of copyright law.

2.02

The customer is not entitled to make copies of the software and the documentation provided, except in the case of the express written consent of Net at Work. This does not affect the right to make backup copies of the Software.

Subject to clause 2.03, the customer may not pass on to third parties without the express written consent of Net at Work Software, documentation or copies thereof.

2.03

The customer may only pass on software, documentation or copies of software to third parties or make them available to third parties under the final alienation of all its own uses. The customer grants Net at Work the right to check compliance with this User Policy at any time during business time.

2.04

The customer acquires the right of use for the program status of the software product, which is up-to-date at the time of conclusion of the contract or the first installation.

2.05

Decompiling the software is not allowed. In so far as the maintenance of interoperability is to be 69e UrhG the customer needs interface information, Net at Work will provide the information on request. Only if Net at Work does not comply with this request within a reasonable period of time, the customer is permitted to decompile the necessary software parts for this analysis for the purpose of interface analysis.

2.06

Customer may not ship, transfer or export the NoSpamProxy software or updates to any country prohibited by any export laws or restrictions of the EU, any EU member state or the United States pursuant to the United States Export Administration Act. In addition, the customer represents and warrants that it is not located or doing business in an embargoed country and that it is not otherwise prohibited by export laws from receiving or using the Software.

2.07

Violation of the terms of use of this Section 2 is an offence under Section 106 of the UrhG and may be prosecuted by the Public Prosecutor's Office of its own motion in the event of a special public interest or following a criminal complaint.

2.08

For each individual case of culpable violation of these above usage regulations, the customer undertakes to pay a lump sum compensation in the amount of 50 of the purchase price paid for the software. The customer is allowed to prove that Net at Work has suffered no or significantly less damage than the stated flat rate.

Net at Work expressly reserves the right to claim any further, concretely proven damage.

2.09

The above provision also applies in the event that the customer uses the software beyond multiple use permitted for him.

3. Counterrights

3.01

The customer can only offset against undisputed or legally established claims.

3.02

Except in cases of 3.01, the customer is not entitled to retention rights. The rights in accordance with Section 320 of the German Civil Code (BGB) will also remain in place as long as and insofar as Net at Work does not meet its own warranty obligations.

4. Warranty

Warranty in these terms and conditions means: Claims due to poor performance due to delivery of a defective item or the provision of a defective work.

4.01

The statutory special provisions for final delivery of the item to a consumer remain unaffected by the limitation of liability in this section 4 (supplier recourse pursuant to Sections 478, 479 of the German Civil Code).

4.02

If the customer does not comply with his control and complaint, Net at Work's liability for the unreported defect is excluded.

4.03

The general limitation period for claims arising from material and legal defects is 12 months from delivery or, if acceptance has been agreed, from acceptance.

The statutory special provisions on the limitation period (in particular Section 438 (1) remain unaffected. Nos. 1 and 2, para. 3, 444, 479 BGB or Section 634a para. 1 Nos. 2 and No. 3, para. 3 BGB).

4.04

The limitation period of 12 months also applies to contractual and non-contractual claims for damages based on a defect in the item. However, this reduction in the limitation period does not apply

- to the extent that the cause of the damage is based on intent or gross negligence on the part of Net at Work or its agents or vicarious agents;
- in the event of damage resulting from injury to life, body and health;
- in the event of delay, insofar as a fixed delivery date has been agreed;
- in the event of fraudulent concealment of a defect;
- in the event of Net at Work taking over a guarantee and/or the procurement or manufacturer's risk within the meaning of Section 276 of the German Civil Code (BGB);
- in cases of mandatory legal liability, in particular under the Product Liability Act.

A reversal of the burden of proof at the expense of the customer is not connected with the above regulations.

4.05

If the warranty period is inhibited or interrupted by work or replacement deliveries carried out by Net at Work, such suspension or interruption shall only extend to the functional unit affected by the replacement delivery or rectification.

4.06

In the event that the customer has a right to supplementary performance, Net at Work first decides whether the subsequent performance is effected by the removal of the defect (repair) or by delivery of a defect-free item (replacement delivery). The right to refuse subsequent performance under the statutory provisions remains unaffected.

4.07

No liability is assumed for damages not attributable to Net at Work. This includes, for example, damage caused by the following reasons: inappropriate or improper use, incorrect assembly or commissioning by the customer or by third parties, provided that they are not due to the fault of Net at Work.

4.08

Net at Work does not guarantee components provided by the customer. The customer is solely responsible for the suitability and quality of such components, unless expressly agreed otherwise.

4.09

In the event of customer non-observance of the installation instructions and the operating manual, it is presumed that any damage incurred is due to this. In this case, the customer bears the burden of presentation and proof for the contrary.

4.10

Net at Work is entitled to make the subsequent performance conditional upon the customer paying the purchase price due. However, the customer is entitled to retain a portion of the purchase price that is proportionate to the defect.

4.11

Work on goods or other services provided by Net at Work shall only be deemed to be work to remedy or rectify defects

- to the extent that the defect has been expressly recognised by Net at Work
- or to the extent that complaints of defects have been proven
- and to the extent that these proven complaints of defects are justified.

In the non-essential circumstances, such work must be regarded as a special service.

4.12

Furthermore, repairs or replacement deliveries are provided by Net at Work as special services, unless they are expressly made in recognition of a legal obligation.

4.13

Net at Work may also comply with its warranty obligation in the event of program errors or

the like by offering Net at Work a solution to the customer that eliminates the effects of the bug (circumvention). Should the user-friendliness of the program not be significantly affected by this, further claims of the customer are excluded.

4.14

Net at Work shall generally bear the costs required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs (not: removal and installation costs), if there is in fact a defect. Otherwise, Net at Work may require the customer to reimburse the costs incurred as a result of the unjustified request for rectification of defects (in particular inspection and transport costs), unless the customer was not able to identify the defect.

4.15

The customer must give Net at Work the necessary time and opportunity to make repairs and replacement deliveries due as a warranty. Only in urgent cases of endangerment of operational safety and to prevent disproportionately large damages, whereby Net at Work must be informed immediately – if possible in advance – or if Net at Work is in arrears with the removal of a defect, the customer has the right to rectify the defect himself or by third parties and to demand compensation from Net at Work for the necessary costs.

4.16

If the subsequent performance has failed or a reasonable period of time to be set by the customer for subsequent performance has expired unsuccessfully (Section 323 (1) or Section 281 (1) of the German Civil Code) or is expendable in accordance with the statutory provisions (Section 323 (2) or Section 281 (2) Of the German Civil Code) or net at work in accordance with the provisions of net work. Section 439 para. 3 BGB or Section 635 para. 3 BGB can be refused or is unreasonable for the customer, the customer can withdraw from the contract. However, in the event of a minor defect, there is no right of withdrawal.

4.17

The customer is only entitled to a reduction in the price (reduction) if Net at Work agrees to this.

4.18

Claims of the customer for damages or compensation for futile expenses are also excluded in the case of defects in accordance with clause 5.01 and exist only in the cases of clause 5.02.

5. Other liability

5.01

Unless otherwise stipulated in these general terms and conditions, the customer's claims for damages and reimbursement of expenses are excluded, regardless of the legal reason against Net at Work, subject to clause 5.02 below.

This applies in particular to claims for damages arising from an offence (e.g. Section 823 of the German Civil Code). Insofar as liability is excluded or limited, this also applies to the personal liability of Net at Work's employees, employees, employees, representatives and vicarious agents.

5.02

The limitations of liability in these General Terms and Conditions do not apply

- to the extent that the cause of the damage is based on intent or gross negligence on the part of Net at Work or its agents or vicarious agents;
- in the event of a culpable breach of essential contractual obligations, whereby in this case the damages are limited to the typical damage foreseeable at the time of conclusion of the contract. Essential contractual obligations are such obligations which protect the contractually essential legal positions of the contracting party, which the contract is to grant to him in accordance with its content and purpose; essential are also such contractual obligations, the fulfilment of which enables the proper execution of the contract in the first place and on whose compliance the customer has regularly trusted and may rely;
- in the event of damage resulting from injury to life, body and health;
- in the event of delay, insofar as a fixed delivery date has been agreed;
- in the event of fraudulent concealment of a defect;
- in the event of Net at Work taking over a guarantee and/or the procurement or manufacturer's risk within the meaning of Section 276 of the German Civil Code (BGB);
- in cases of mandatory legal liability, in particular under the Product Liability Act.

A reversal of the burden of proof at the expense of the customer is not connected with the above regulations.

5.03

Due to a breach of duty that does not consist in a defect, the customer can only withdraw or terminate if Net at Work is responsible for the breach of duty. A free right of termination of the customer (in particular pursuant to Sections 651, 649 of the German Civil Code) is excluded. In addition, the legal requirements and legal consequences apply.

6. Place of performance and fulfillment

6.01

The place of performance and fulfillment for the services to be provided by Net at Work is always the operation of Net at Work.

6.02

The place of performance and performance for all services to be provided by the customer is the registered office of Net at Work.

7. Jurisdiction and substantive law

7.01

For all disputes arising out of or in connection with the contractual relationship between the customer and Net at Work, the place of jurisdiction is Paderborn. In the above case, Net at Work is entitled to sue the contractual partner, including at its respective registered office.

7.02

The law of the Federal Republic of Germany applies to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

8. Copyright

NoSpamProxy © Net at Work GmbH 2005-2023

Bitdefender SDK © Bitdefender 1997-2023

9. Final determination

Should any provision of these License Terms or any provision subsequently incorporated into them be, or become, ineffective, void or unenforceable in whole or in part, or if a loophole in these Terms and Conditions emerges, this shall not affect the validity of the remaining provisions. Section 306 para. 2 and 3 BGB remain unaffected.