

Usage Conditions and License Agreement for the Software "ViMP Community"

1. Agreement

Definitions of Concepts for the license agreement for using the media content management system "ViMP Community" (hereinafter referred to as "Software").

This final customer license agreement (hereinafter "Contract") is a binding contract between VIMP GmbH (hereinafter "licensor") 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 download and use the software in accordance with these terms and conditions", and/or downloading the Software, installing the Software and/or making use of the Software in any other way can be construed as agreement to be bound by all of the following regulations of this Contract without any limitations. 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 licensor'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 licensor for you.

The software's performance description of the selected version and the modules can be found on the product websites of the licensor. In order to use all functions of the Software, you need additional software from third party suppliers. All stipulations herein apply only to the ViMP software and particularly to the "ViMP Community", which the licensor offered in the download section of its website or the licensor referred to. The further integration of third party software into the ViMP Software, even if recommended by the licensor, 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.

The licensor is not obliged to offer or grant any form of support, whether by telephone or by email. Therefore, on the licensor's websites special areas, such as forums, FAQ or a premium support with costs are provided. Even these services are not obligatory for the licensor.

2. Grant of License

The licensor grants the licensee, in accordance with the regulations of this Contract, an unlimited, non-exclusive and not transferable license to use the executable code of this Software for personal and business purposes, under the condition that the Software contains all the original copyright notes. This Contract does not entitle the licensee to receive any print documentations, technical support or telephone support or improvements/updates of the Software.

The licensee is obligated to provide the licensor 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 licensor's privacy conditions. The supplied information has to contain the URL (the full path on an internet webserver), at which the licensee will operate the Software or plans to operate the Software. Changes in such contact information (including the webserver's URL) must be communicated to the licensor immediately. False or incomplete information means a material offense against the license conditions and loss of the right to use the Software and leads to the immediate cancellation of this license agreement by the licensor without a further report or notification required. You being the licensee are solely responsible for providing the licensor with the most current and accurate information of the operating place (URL) of the Software at any time.

Besides the main functions, the Software also contains a protected control panel (hereinafter "Admin Area"), with features, such as user account administration or published media statistics. Using the Admin Area the licensee can administrate the Software or make other adjustments to it. The licensor does not have access to the Admin Area. The licensee alone is responsible for access-control of the Admin Area of the Software the licensee operates.

All modifications in the Software must either be carried out during the installation process or within the Admin Area. Also the decompilation of the software is strictly forbidden. Also any further changes, extensions or adjustments of the Software (e.g. by editing the source code or by integrating extensions) are not permitted. Such illegal modifications of the Software's source code violate these license conditions and forsake the right to use the Software any longer and lead to the immediate termination of this license agreement by the licensor without a further report or notification required. Excluded by this regulation is a modification of the template and the graphics, which are delivered with the software. Changes to the frontend/template may be carried out.

The privacy conditions are provided by the licensor and can be found on the licensor's website. The licensee agrees to these conditions without any limitations and acknowledges to have read understood these conditions before or during the download of this Software.

3. Restrictions

The licensee is forbidden from the following:

- To decompile the software, to change the source code of the Software, or to produce or provide derived products of it
- To impart, sell, lend, lease or transfer the Software or parts of the Software to a third party, or to sublicense the Software to a third party or transfer any other rights concerning the Software to a third party. This includes also a free transfer or provision of the Software;
- To market the usage of the Software or to provide (or have a 3rd party provide) advertising-space to be used for commercial purposes. This includes every type of online-advertisements, such as banners, skyscraper ads, flash-layer ads, pop-up and pop-under ads, context ads, video ads. This restriction does not apply to non-commercial advertisements such as banner-trade ("web-ring"). In case of doubt, the non-commercial nature of such advertisements has to be proven to the licensor by the licensee;
- To remove or change the mark of reference to ViMP including the text-link contained in the contact/imprint page of the Software;
- To publish violence-promoting, racist, criminal, legally protected or illegal contents through the Software; or to approve or tolerate or promote a third party's publication or upload of such contents. In addition, no content that may hurt political and religious opinions of any person shall be published through the Software;
- To run the software on an internal webserver (intranet or extranet). You therefore need an additional license, respectively a module provided by the licensor.
- To run the software on more than one server, you need an additional license, respectively a module provided by the licensor.
- 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 from the licensor. 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.

Any infringe of these regulations is considered as a violation of the licensor's terms and conditions and prohibits the initial or further usage of this Software and leads to the immediate termination of any previously granted usage license without a further report or notification required. Any further rights also remain reserved to the licensor.

4. Fees

In order to acquire and to make use of this Software (ViMP Community), the licensee does not have to pay any license fees to the licensor.

Besides the free ViMP Software, respectively modules, the licensor is also offering commercial software-products, which come with additional functional features. With the purchase a separate license agreement is concluded, which regulates the use of a the commercial edition of this Software. Any expenses due to the migration from this edition to the new one have to be taken care of by the licensee or to be ordered by using the licensor's support.

5. Licensor's rights

The licensor is entitled to name the licensee and as the case may be his brand and internet-address on the ViMP portal as a reference towards other persons (e.g. as part of the licensee's website). This right also applies to press releases, magazine articles, or any other media publications.

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 remains in case of infringement to the license agreement. 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 licensor and/or its suppliers.

The licensee does hereby 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 licensor 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 licensor or a third party, the source of these parts is available upon request.

9. Limitation of warranty

This Software is made available free of charge without any 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 licensor, 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 licensor 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 licensor hereby 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.

10. Exclusion of liability for environments of high risk

This Software is not error-tolerant. It was not designed, planed or developed to act as a online-control-device in high risk environments which's operation depends on a critical stability without any downtime or errors acceptable. Therefore the licensor 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 licensor.

11. 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. Changes or additions to this Contract require the written consent of both contracting parties and/or their legal representatives.

All rights, which are not namely granted in this Contract, are reserved to the licensor.

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, 10-01-2010