

BlueSpice End-user Licence Agreement

By loading this software or indicating your agreement in any other way, you accept this EULA, and this EULA becomes a legally binding and applicable contract between you and Hallo Welt!

§ 1 Rights of use

The software, software maintenance services and upgrades provided to the end-user by Hallo Welt! are protected by copyright. As a basic principle, the author has the sole rights of use.

(1) Insofar as nothing else is agreed, Hallo Welt! uses free open source licences for the software provided by third party providers, and provides the software developed themselves also under a free open source licence (usually GPL 2 or higher).

(2) The end-user has those non-exclusive usage rights for the software provided by Hallo Welt! which come from the relevant software licence. The end-user has to accept the relevant licensing conditions before using the software and keep to them at all times for the software to be properly licensed.

(3) Depending on the individual software package, one or more versions of open source software will be provided on which the further individual programming work from Hallo Welt! for software maintenance services and upgrades are based. Hallo Welt!'s individual programming work can be used insofar as the end-user accepts a version of the open source licensing conditions (in particular GPL V.2.0 and 3.0, Apache, New BSD), which are always freely available, of the open source software on which Hallo Welt!'s programming work is based. The licensing conditions are the result of the respective open source licensing conditions which are named for the respective software services offered by Hallo Welt! The end-user has to accept the relevant licensing conditions before the use of the software and keep to them at all times for the software to be properly licensed.

(4) Apart from that, the rights of use for the software, software maintenance services and upgrades individually created by Hallo Welt! are the result of Hallo Welt!'s individual software licenses.

§ 2 Registration and notification

(1) The end-user can obtain software relating to the software "BlueSpice" from a third party. This may involve, for example, software units or updates to software units. A software unit is measured according to the number of databases provided by the third party to the end-user, in accordance with §5 (3) of the subscription contract. Every software unit has a database belonging to it. In clustered databases, each cluster-unit is counted independently.

There is the possibility that the end-user actually uses more software units than the number contractually agreed with the third party. In this case, the end-user must notify Hallo Welt! of the further software units it uses. The notification can be in text form, for example via e-mail to the e-mail address **sales@hallowelt.com** or via a web form which will be provided via the website of Hallo Welt! at the internet address **bluespice.com**.

(2) When the end-user buys software relating to the software "BlueSpice" from a third-party, the end-user must register itself with Hallo Welt!. The registration can be in text form, for example via e-mail to the e-mail address **sales@hallowelt.com** or via a web form which will be provided via the website of Hallo Welt! at the internet address **bluespice.com**. The registration is necessary so that Hallo Welt! can deliver software which the end-user had bought from a third-party.