

Terms of Use License Library for End Customers

As of 2023-08-21

These Terms of Use apply to the use of the License Library by business customers (hereinafter "Customers") of CCP Software GmbH (hereinafter "CCP").

§ 1 System description

1. CCP provides Customer with access to the web portal License Library at the web address designated by CCP. The web portal is divided into several service areas that can be used depending on the type of access obtained. These service areas include a structured collection of information on software licenses from a large number of manufacturers (Knowledgebase), a structured presentation of information on the master agreements of software manufacturers (Master Agreements) as well as access to Product Guides (higher-level licensing documents), a ticket system for requesting license information (License Service Desk), a full-text search for commercial software articles (SKU Tracker), a collection of complex use cases from the field of software licensing (Use Cases), an overview of open source licenses (OSS License Review), and an individual user area.
2. The License Library is constantly being developed further, so that the scope of the service areas can be extended. In case of essential extensions CCP reserves the right to make them available to Customer for a separate fee. Essential extensions are those which provide Customer with new functions.
3. All information provided is based on publicly available licensing information of the software manufacturers. CCP shall not be obliged to investigate individual license information, in particular if the publicly available information of a software manufacturer is unclear or ambiguous.
4. To this extent, it is publicly available data, without CCP being able to ensure that software manufacturers will continue to provide such publicly available data in the future for new versions of the software contained in the database. If the software manufacturer does not provide any data or only incomplete data (e.g., license terms that are not published by the manufacturer via publicly available sources), CCP may not continue to provide data on this software manufacturer or may do so only to a limited extent.

§ 2 Scope of service

1. Customer may use the system services within the duration of the agreement himself and exclusively on a highly personal basis.
2. Customer has no right to demand the inclusion of a specific software product in the License Library.
3. Customer inquiries via the License Service Desk may also refer to software manufacturers or products that are not included in the Knowledgebase. CCP owes an effort to answer. However, CCP's response to such inquiries may depend on the cooperation of the software manufacturer which cannot be influenced by CCP. In particular, CCP is not obliged to enable the answering of inquiries by CCP making a payment to the software manufacturer or any other third party.

§ 3 Form of service

1. The service is provided exclusively via the web portal. CCP shall properly perform the contractual services within the scope of its contractual and legal obligations. In providing the contractual services CCP shall take into account the latest state of technology.
2. The contracting parties agree that in the event of a threat to operations, the other contracting party shall be informed immediately and comprehensively. This applies in particular if one of the partners has information from manufacturers and / or suppliers about security vulnerabilities in the products used (hardware and software).
3. The contracting parties shall take reasonable measures to keep the software used and data to be transmitted free of malware. In the context of the intended operation for Customer, the term "transmission of data" shall apply in particular to data brought in by third parties. However, this obligation of the sending contracting party shall not release the respective contracting party receiving the software or data from the necessity to protect its computer systems independently and comprehensively against malware.

§ 4 Conditions of use

1. CCP grants Customer the personal, non-exclusive, geographically unrestricted, non-transferable, non-sublicensable right to use the information provided via the web portal, limited in time to the term of the license. Customer does not receive any further rights, in particular such as reproduction, distribution, processing, decompilation and sublicensing. Customer does not receive any rights to the source code or the trademark.
2. Customer's right to use the data provided in the License Library is limited to Customer's internal business purposes and is governed solely by these Terms.
3. In all other respects, the copyrights and exploitation rights to the system and the database shall remain exclusively with CCP, unless otherwise provided by mandatory law. All other rights to the intellectual property are reserved.
4. Customer shall not alter, suppress, or remove any copyright notices, marks and/or control numbers or marks of CCP.
5. If CCP provides Customer with supplements or a new edition of the subject matter of the agreement within the scope of rectification or maintenance, these shall also be subject to the provisions of this agreement.
6. Any sublease, whether temporary or permanent, of the access to the web portal or otherwise of the contractual services of CCP is prohibited. Excluded from this is the sublease to affiliated companies according to §§ 15 ff AktG (German Stock Corporation Act).
7. Each right of use ends with the termination of this agreement.

§ 5 Obligations of Customer

1. Customer is obliged to use the Portal only by operation as a natural person and not by software. In particular, Customer is only entitled to retrieve information from the database for which he has a concrete software license consulting need himself. Systematic retrieval of parts or the entire database is not permitted.
2. Customer agrees to maintain the access restrictions to the License Library. This includes the secure handling of passwords and login data. In doing so, Customer shall ensure that the disclosure of data to unauthorized persons is excluded.
3. Customer is obliged to:
 - observe the provisions of these Terms of Use and the regulations associated therewith and to comply with the limits set forth in the permission for use,
 - refrain from anything that disturbs the operation of the License Library or is likely to cause a disturbance,
 - treat all offered services and usage options with care and prudence,
 - refrain from any unlawful use and, furthermore, to refrain from any use that could cause disadvantages to CCP or affect CCP's image or interests,
 - refrain from granting third parties access to their own account,
 - take precautions to prevent third parties from gaining unauthorized access to the account (e.g., use a suitable password, i.e., one that is not easy to guess),
 - keep the access data to the web portal strictly secret,
 - set up the password in accordance with the recognized rules of technology in all cases and, at best, to change it on a regular basis,
 - ensure that unauthorized third parties cannot obtain the password,
 - change the password as soon as there is a suspicion that unauthorized persons are in possession of the password and report the suspicion to CCP so that CCP can check whether this has any effects or consequences for other systems,
 - refrain from attempting to find out and use the access data of other customers,
 - when using the License Library, documents and other data made available, to comply with the legal and contractual provisions, in particular those relating to copyright protection,
 - not copy or disclose to third parties any documents or data provided by CCP, unless expressly authorized, and to not use them for purposes other than those authorized,
 - ensure that (e.g., when transferring texts and data of third parties to servers of CCP) all trademark rights and copyrights are observed,
 - obtain the required consent of the respective data subject, insofar as the customer collects, processes or uses personal data within the scope of the use of the License Library and no statutory permissible circumstance intervenes,
 - not misuse the License Library, in particular not to transmit any information with illegal or immoral content or to refer to such information that serves purpose of incitement of the people, incite to criminal acts or glorify or trivialize violence, are sexually offensive or pornographic, are capable of seriously endangering the morals of children or adolescents or impairing their well-being, or can damage the reputation of CCP,
 - to check data and information for viruses before sending them and to use state-of-the-art virus protection programs.

§ 6 Cooperation obligations of Customer

1. Customer is obliged to cooperate as far as he uses the License Service Desk. He has to describe the software for which he makes his request as well as the content of his request precisely and to answer CCP's inquiries as far as possible.
2. Customer shall provide the information necessary for the performance of the contractual services upon request within a reasonable period of time. Information not available may prevent CCP from providing the

services.

3. CCP may inform Customer of the type, scope, time period and, if applicable, further details of the required cooperation necessary for the proper provision of the License Library by CCP. CCP may invoke a breach of Customer's duty to cooperate in particular if CCP has given a timely reminder in advance to the Customer's contact person stating the obligation to cooperate.
4. Customer has informed himself about the essential functional features of the system and bears the risk as to whether this meets his wishes and needs; he must seek advice on any questions of doubt before concluding the contract.
5. Customer follows the instructions given by CCP for the software.

§ 7 Access/Storage

1. CCP provides each Customer with an individual user area. The user areas are technically separated from each other by CCP. Each Customer has access only to his individual user area.
2. Customer has a limited amount of storage space available for uploading his own documents. The size of the storage space can be found in the individual user area.
3. The supported document types as well as the maximum file size a document may have for upload can be found in the individual user area.
4. CCP is obliged to prevent access to the Customer's data by unauthorized parties and persons with appropriate measures.
5. CCP has access to the individual user areas as far as this is necessary for the fulfillment of its contractual obligations.

§ 8 Warranty

1. In case of defects (material defects and defects of title), the statutory provisions shall apply subject to the following provisions, unless otherwise agreed individually between the parties. Before Customer remedies defects himself or has them remedied by third parties, he shall allow CCP three attempts to remedy the defect.
2. The strict liability of CCP according to § 536 a para. 1, 1st alternative of the German Civil Code (BGB) due to defects that already exist at the time of the conclusion of the agreement (account assignment) or at the time of content or technical changes is excluded.
3. Customer shall document defects. Customer is obliged to support CCP in the fulfillment of its contractual obligations to the extent necessary, in particular in the provision of information regarding the defect analysis, and also to encourage its employees to do so.
4. CCP is entitled to deal with a defect in the software by providing a modified version of the system or by answering Customer's license questions by other means of communication.
5. In addition, the elimination of a defect may also take the form of instructions for action to Customer. Customer must follow such instructions for action unless they are unreasonable for Customer. This shall initially be considered as rectification of the defect, unless Customer proves that this is economically unreasonable for him. The obligation to permanently remedy the defect shall remain unaffected by the provision of a temporary workaround solution.
6. Display in text form on request
CCP can only eliminate defects if reported defects are reproducible or can be shown by machine-generated output. Customer has to report defects immediately in a comprehensible form, stating the information relevant for the detection of defects. CCP may require that this be done in text form in individual cases. Relevant information includes at least the results of the detailed observation of the symptoms that occurred, Customer's browser environment, the number of affected users and, if applicable, simultaneously loaded third-party software.

7. Restrictions on interventions by Customer

As far as Customer links own programs, scripts, classes or similar independent functionalities with the system without CCP's involvement, CCP does not assume any warranty due to lack of influence on functionality, functional scope or the effects on the system as well as its results. This does not apply as far as the defect is not based on actions of Customer.

§ 9 Liability of CCP

1. CCP shall be liable in the event of a breach of essential contractual obligations for which it or its vicarious agents are responsible. An essential contractual obligation is an obligation the fulfillment of which makes the proper execution of the contract possible in the first place and on the fulfillment of which the other party may regularly rely. In all other respects, CCP shall only be liable, irrespective of the legal grounds, insofar as it or its vicarious agents are guilty of intent or gross negligence. This shall not affect the liability for delay, for claims under the Product Liability Act, other mandatory statutory provisions and the liability for damages arising from injury to life, body or health.
2. The liability for slightly negligent breach of an essential contractual obligation is limited to € 10,000 per contractual year.
3. The foregoing liability provisions shall also apply in favor of CCP's legal representatives, employees and vicarious agents.
4. CCP does not warrant that the License Library will function without interruption or error at any time, neither explicitly nor implicitly. The loss of data as a result of technical malfunctions or the disclosure of confidential data through unauthorized access by third parties cannot be excluded.
5. In the event of loss of data, CCP shall only be liable for the expenditure that would have been necessary for the recovery of the data if Customer had properly and regularly backed up the data.
6. Unless Customer expressly states otherwise, CCP may assume that all Customer data with which CCP may come into contact is secured (e.g., by backups).

§ 10 Liability of Customer

1. Customer is liable for all damages and disadvantages incurred by the provider due to a punishable or illegal use of the services or the authorization of use or due to a culpable violation of Customer's obligations arising from these Terms of Use.
2. Customer shall also be liable for damages caused by the use by third parties within the scope of the access and use options granted to him, provided that they are responsible for this use by third parties, in particular if they have passed on their user account to third parties.
3. If CCP is held liable by third parties for damages, default or other claims arising from illegal or criminal acts of Customer, Customers shall indemnify CCP from all resulting claims.

§ 11 Force majeure

If CCP is prevented from fulfilling its obligations by the occurrence of unforeseeable, extraordinary circumstances which cannot avert despite exercising reasonable diligence, e.g.

- official interventions
- power supply and telecommunication difficulties
- floods, avalanches, landslides, storms, fires
- strikes
- pandemics/epidemics
- wars

whether these circumstances occur in the area of CCP, or whether they occur in the area of its suppliers, any deadlines shall be extended to a reasonable extent, unless the delivery, performance or rectification of defects becomes impossible. If the delivery, performance or elimination of defects becomes impossible due to the above-mentioned circumstances, CCP shall be released from its performance obligations. Customer does not have to provide any return to this extent.

§ 12 Payment

1. Customer shall pay the service specified in the agreement as an advance payment at the beginning of the agreement and at the beginning of each subsequent year after the invoice is issued.
2. All agreed payments shall be subject to the value added tax applicable at the time of invoice. Invoices are due immediately without deduction.
3. Offsetting with claims other than undisputed or legally established claims is excluded. The exercise of a right of retention that is not based on a right arising from this contractual relationship is excluded.
4. CCP is entitled to increase the fees for the products and system services with effect from the beginning of each renewal period or to adjust the calculation basis. Customer shall be informed of this in writing at least 90 days in advance.

§ 13 Data protection and confidentiality

1. CCP and Customer shall comply with the relevant provisions of the General Data Protection Regulation and the Federal Data Protection Act. CCP will also impose the same obligations on the third parties it commissions with the fulfillment of the agreement. In particular, employees who have access to personal data shall be obliged to maintain confidentiality.
2. The storage and other processing of data of Customer by CCP shall take place exclusively within the EU and the EEA as well as in countries for which an adequacy decision pursuant to Art. 45 GDPR (General Data Protection Regulation) exists.
3. CCP and Customer commit to take the necessary technical and organizational measures to ensure the protection of personal data.
4. CCP and Customer are obliged to treat all knowledge of confidential information, business and trade secrets of the respective other partner obtained in the course of the contractual relationship as confidential, in particular not to pass them on to third parties or to use them other than for contractual purposes. All documents/data obtained in the course of the activity are to be returned or destroyed upon request, at the latest, however, upon termination of the agreement, insofar as this is legally possible.
5. Confidential information is information that a reasonable third party would consider worthy of protection or that is marked as confidential; this may also be information that becomes known during an oral presentation or discussion. Confidential information may only be used for the purpose of fulfilling the obligations under the agreement. The obligation of confidentiality does not apply to information that is already lawfully known to the partners or becomes known outside of this agreement without a breach of a confidentiality obligation.
6. Customer shall treat all information about the system and the information contained in the system confidentially and use it exclusively for the purpose of its own system use as well as software licensing.

§ 14 Term and termination

1. The standard term of the agreement is 12 months. After approval by CCP, contract terms deviating from this can also be granted. The contract shall be extended by 12 months at a time, unless it is terminated with a notice period of 3 months to the end of the term.
2. Any termination must be in writing.
3. The right to terminate for cause remains unaffected. Termination by Customer pursuant to § 543 Section 2 Sentence 1 No. 1 of the German Civil Code (BGB) for failure to provide use in accordance with the agreement shall only be permissible if CCP has been given sufficient opportunity to remedy the defect and this has failed. A failure of the rectification of defects is only to be assumed if this is impossible, if it is refused by CCP or delayed in an unreasonable manner, if there are reasonable doubts regarding the prospects of success or if there is an unreasonableness for Customer for other reasons. Good cause shall also be deemed to exist if
 - there are unlawful acts of a contractual partner in connection with the provision of the contractual services,
 - the insolvency of a contractual partner is established or insolvency proceedings against the assets of a

4. Notification obligations with regard to reasons for termination

Eine Partei hat die andere Partei unverzüglich davon in Kenntnis zu setzen, wenn

1. it has applied for the opening of insolvency proceedings or intends to do so within the next 14 calendar days,
2. the opening of insolvency proceedings has been applied for by a third party,
3. it has to stop payments due to payment difficulties,
4. measures have been taken against it in connection with payment difficulties to satisfy third-party creditor claims, or
5. it has agreed to agreements for the satisfaction of third-party creditor claims in connection with payment difficulties.

If one of the circumstances set out in Paragraph 4 No. 3-5 exists, the other party may give extraordinary notice of termination of the contractual relationship without observing a period of notice

5. Consequences of termination

Upon termination of the agreement, Customer is no longer entitled to use the License Library web portal. Upon termination of the agreement for the use of the License Library, Customer shall also be obliged to immediately return to CCP or destroy all information downloaded from the portal. Customer shall document this in a suitable form and provide CCP with the documentation immediately upon request.

6. After termination of the contractual relationship, the data will be retained for 4 weeks. After expiration of this period CCP is no longer obliged to keep this data. CCP will irrevocably delete the data after the expiration of the period.

§ 15 Modifications

1. Amendments to these Terms of Use shall be offered to Customer by CCP in text form no later than two months before the proposed date of their entry into force. The offered amendments shall only become effective if Customer accepts them, if necessary by way of the following fiction of consent.
2. Customer's silence shall be deemed to be acceptance of the change offer (fiction of consent) if
 - a. the offer of change by CCP is made in order to restore the conformity of the contractual provisions with a changed legal situation because a provision of the General Terms of Use is
 - no longer corresponding to the legal situation due to a change in legislation, including directly applicable legislation of the European Union, or
 - becoming invalid or may no longer be used as a result of a final court decision, including by a court of first instance

and

- b. Customer has not rejected CCP's offer of changes before the proposed date on which the changes are to take effect.

CCP will inform Customer in the change offer about the consequences of his silence.

3. The fiction of consent does not apply
 - in the case of changes affecting the main obligations of the contract and the charges for main services, or
 - in case of changes which are equivalent to the conclusion of a new contract, or
 - in case of changes that would significantly shift the previously agreed relation of performance and consideration in favor of CCP.

In such cases, CCP will obtain Customer's consent to the changes by other means.

4. If CCP makes use of the fiction of consent, Customer has the right to terminate the agreement affected by the change without notice and free of charge before the proposed date of entry into force of the changes. CCP shall specifically point out this right of termination to Customer in the offer of change.

§ 16 Miscellaneous

1. CCP is entitled to use third parties to fulfill its contractual obligations.
2. The German version shall prevail for the interpretation of these Terms of Use; notices or other communications in connection with these Terms of Use shall be provided in the German language. In the event that English contractual documents or General Terms and Conditions are handed over, only the German version shall be legally binding. The English translation is for information purposes only.
3. CCP is entitled to publicly name Customer as a user of the License Library on the License Library website. In doing so, CCP is entitled to use Customer's company name and logo on the License Library website. Customer may object to the use of the company name and logo in writing at any time with a notice period of two weeks.
4. This agreement is subject to German law under exclusion of the UN Convention on Contracts for the International Sale of Goods as well as the corresponding German implementation provisions. Place of performance is the registered office of CCP. General terms and conditions of Customer do not apply. The general terms and conditions are also excluded for the future contractual agreements, even if e.g., in an order confirmation, an order, an order acceptance or in any other way is referred to them.
5. The exclusive place of jurisdiction for all disputes arising from and in connection with this agreement is Marburg an der Lahn (Germany). If CCP files a lawsuit, CCP is also entitled to choose the place of jurisdiction at Customer's place of business. The right of both parties to seek interim legal protection before the courts having jurisdiction according to the statutory provisions shall remain unaffected.
6. If any provision of this agreement is or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions of this agreement. The parties undertake to jointly replace the invalid or unenforceable provision with a valid provision that comes as close as possible to the invalid or unenforceable provision. The same shall apply to any loopholes in this agreement.



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