

End user terms and conditions of use for software of CORE smartwork GmbH

These end user terms and conditions of use constitute a legally valid agreement between you (either as a natural or a legal person), on the one hand, and CORE smartwork GmbH, on the other hand, from whom you have purchased the corresponding software.

By installing, copying, and downloading the software, by accessing it or using it in any form, you declare that you are bound to the provisions of these end user terms and conditions of use.

If you are not in agreement with these end user terms and conditions of use or with individual provisions contained in them, you are also not entitled, to copy the software or use it in any other form. In this case, you are be obliged to contact CORE smartwork GmbH without delay to find out how to return the software to CORE smartwork GmbH.

CORE smartwork GmbH's software is exclusively placed on the market by CORE smartwork GmbH or through distributors of CORE smartwork GmbH ("co-operation partners").

1. Granting of rights

1.1. CORE smartwork GmbH's software will be installed on a server of the co-operation partner. You are, however, not entitled to make copies of this software or components thereof or use it in any other way. The software may be used via the web browser on as many computers or mobile devices as desired, however only by as many users as has been stipulated.

1.2. Transferability

The rights arising from these end user terms and conditions of use may not be transferred or re-licensed in any form. The software is licensed, but not sold. Thus, this is a non-exclusive and non-transferable licence.

1.3. Access to software

You are entitled to license a particular device and access and use the licensed copy of the software, as long as technical support and maintenance services are thereby provided. You are also entitled to use remote access technology to access and use the licensed copy of the software, as long as the principal user of the device, which hosts the remote desktop session, accesses the software and uses it. It is, however, not permitted to use the software from both the device that hosts the remote desktop session and on the access device simultaneously.

1.4. Multiple use

The use of the licensed software within a network or any other computer system with several work stations is not permitted, to the extent that the possibility is thereby created to use several copies of the program at the same time, which extends beyond the option of simultaneous multiple use inherent in the program.

1.5. Duplication

You may not duplicate the software supplied. Excepted therefrom is the installation of the program from original data carriers onto the bulk storage device of the hardware used, as well as the loading of the program into the random access memory. Furthermore, you are entitled to make a copy for back-up purposes. However, only a single back-up copy may be made and saved. The back-up copy is to be marked as such.

1.6. Prohibition on reverse engineering

The re-translation of the licensed software or program code into other code forms, as well as any other forms of reverse engineering of the various manufacturing levels of the software, including any modification in the programming, is not permitted.

The latter also applies in the event of attempting to eliminate a bug. Removing a copy protection or other similar protection mechanisms is illegitimate. The software is licensed as a single product. You are not entitled to separate components of it for use on more than one device.

1.7. Retention of title

CORE smartwork GmbH and its co-operation partners reserve all rights in the software that are not expressly granted in these end user terms and conditions of use. In particular, no rights of any kind in trademarks or service marks of CORE smartwork GmbH or the co-operation partner are granted. CORE smartwork GmbH also reserves the right for customer adaptations to be incorporated into the standard product.

2. Consent to the use of data

CORE smartwork GmbH and its affiliated companies are entitled to use and gather technical data obtained within the scope of any production support services concerning the software. CORE smartwork GmbH and its affiliated companies are, however, only entitled to use such information to improve your products. CORE smartwork GmbH agrees to treat such information confidentially.

3. Updates

These end user terms and conditions of use also apply to updates, supplements, add-ons, or components of Internet-based services of the software that CORE smartwork GmbH provides, once they have purchased the original copy of the software. Excepted therefrom are any conflicting provisions stipulated when purchasing the above-mentioned supplementary components.

A prerequisite for using the software designated an update is an entitlement to use the original software that is designated by CORE smartwork GmbH as being suitable for the update. You are not entitled to use the original software once an update has been installed.

4. Software support

CORE smartwork GmbH provides software support by telephone from Monday to Friday (CET, 08:00 a.m. – 05:00 p.m. / except on Austrian public holidays) during the usual office hours. CORE smartwork GmbH is entitled to assign or subcontract the provision of support services to third parties. For software support, please contact the support number (helpline) of CORE smartwork GmbH during the usual office hours.

5. Contractual period and termination

The present agreement is concluded for an indefinite period of time. During the first two years of the contractual period, the contractual relationship may be terminated by giving two months' notice to the end of a month, and thereafter by giving three months' notice to the end of a month. As from five years, six months' notice is required.

Notwithstanding any other rights, CORE smartwork GmbH is entitled to terminate this end user use agreement if you violate any provisions of this end user use agreement. In such a case, you will be obliged to verifiably destroy all copies of the software and all of its components.

The right to terminate this agreement for a significant reason is not affected thereby.

Notice of termination must be given in writing to be legally valid. No deviation from the latter is permitted, even by unanimous consent.

As soon as the agreement has been terminated, you must return any documents and other materials that have been provided to you by CORE smartwork GmbH or the co-operation partner upon the commencement of or during the contractual relationship within the scope of this agreement, unless it has

been consumed as intended. Excepted therefrom are any corporate (employee) files created and updated by you in execution of this agreement.

6. Limitation of liability

CORE smartwork GmbH is only liable in the case of wilful intent and gross negligence, but not in the event of slight negligence. You acknowledge that no software is free of bugs. You are therefore advised to back up your files regularly.

CORE smartwork GmbH assumes no liability and responsibility for data and information which is uploaded, published or otherwise used by or with software from CORE smartwork GmbH or which is referenced or forwarded by software from CORE smartwork GmbH.

7. Severability clause

If any provisions of this end user use agreement are null and void, invalid, unenforceable, or illegitimate, the remaining provisions will not be affected thereby. In such a case, whatever comes economically closest to the null and void, invalid, enforceable, or illegitimate contractual provision is deemed to have been agreed.

8. Applicable law, place of jurisdiction: This agreement is subject to Austrian substantive law, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is at the Court in Ried im Innkreis, Austria, having jurisdiction concerning the subject matter.