



Terms and Conditions

Product agreements

1. EGroupware managed hosting packages

1.1. User accounts

Number of user accounts is unlimited.

1.2. Concurrent users

Maximum amount of people logged in EGroupware at the same time. Number of concurrent users according to a package.

1.3. E-Mail accounts

EGroupware E-Mail application (imap) included. EGroupware managed E-Mail accounts optional.

1.4. Daily backups

Daily computing center backup.

1.5. Connection

Secure HTTPS connection to the EGroupware data instances.

1.6. Computing center

Certified operation, high availability, redundancy of operation.

1.7. Contract period

Minimum contract period: 12 months. Automatic annual renewal.

1.8. Payment

All hosting packages are due in advance.

1.9. Cancellation

Cancellation in written form 3 months before expiration, unless otherwise agreed.

2. EGroupware software installation packages

2.1. User accounts

Maximum number of active named users according to a package.

2.2. Number of installation.

One installation for productive use, one test installation.

2.3. Updates

Major software releases as well as bug fixes and security releases included within the contract period (automatic software updates).

2.4. LDAP | E-Mail server

Optional installations on individual agreement.

2.5. Technical requirements

Read the according documentation about technical requirements and recommendations for the software operation.

2.6. Redistribution of code

Redistribution of the software package 'EPL' is strictly prohibited. Not concerned by this are parts of the code, which are subject to GPL (General Public Licence) or other similar licences regulating usage rights separately.



2.7. Operation

The administrative responsibility regarding server operation, maintenance of the server system and in particular data security as well as regular data backup lies at the customer.

2.8. Remote operation management

Optional remote operation management by EGroupware GmbH on agreement.

2.9. Contract period

Minimum contract period: 12 months. Automatic annual renewal.

2.10. Payment

All hosting packages are due in advance.

2.11. Cancellation

Cancellation in written form 3 months before expiration, unless otherwise agreed.

2.12. Use after cancellation

EGroupware GmbH grants the right to use the recently installed EPL Version without any time limitation after end of the contract.

3. EGroupware managed e-mail packages / EGroupware managed e-mail hosting

3.1. Preconditions

Managed E-Mail packages only available in combination with EGroupware hosting packages unless otherwise agreed.

3.2. E-mail accounts

Number of e-mail accounts is unlimited.

3.3. Account management

E-Mail accounts managed by EGroupware's user account management.

3.4. Concurrent users

Concurrent users according to EGroupware managed hosting package. Unlimited concurrent user access to EGroupware GmbH's E-Mail servers using desktop clients like e.g. Thunderbird or Outlook.

3.5. Storage

Maximum storage volume according to a managed E-Mail package.

3.6. Daily backups

Daily computing center backup.

3.7. Connection

Secure HTTPS connection to the EGroupware data instances. Encrypted connection using desktop client access for sending and receiving E-Mails.

3.8. Computing center

Certified operation, high availability, redundancy of operation.

3.9. Spam filtering

Included in all managed E-Mail packages

3.10. Virus protection

Included in all managed E-Mail packages

3.11. Contract period

Minimum contract period: 12 months. Automatic annual renewal.

3.12. Payment

All hosting packages are due in advance.

3.13. Cancellation

Cancellation in written form 3 months before expiration, unless otherwise agreed.



4. Customer support

4.1. MyEGroupware

Access to MyEGroupware online support center included during the contract period.

4.2. Application support

Application support includes all kinds of support inquiries regarding the use of the software (MyEGroupware support tickets) during the contract period. Consulting and user training as well as inquiries about data exchange/synchronization on base of prepaid support packages only.

4.3. Installation support

Installation support for EPL software installation packages fully included within 4 weeks after purchase.

4.4. Support packages

Optional support packages for consulting, training and technical support on hourly base.

4.5. Payment

All support packages are due in advance.

4.6. Contract period

Support packages for consulting and training on hourly base are valid for 2 years after purchasing and not refundable.

5. Final clauses

5.1. General

General terms and conditions apply to all EGroupware GmbH products.

5.2. Data Exchange

Terms and conditions as well as security recommendations apply to all actions of data exchange.

EGroupware GmbH, valid from 1st September 2016

EGroupware GmbH

Leibnizstr. 17

D-67663 Kaiserslautern

Managing Directors: Ralf Becker, Birgit Becker

www.egroupware.org

General terms and conditions

EGroupware Enterprise Line (EPL) Hosting and Support, Managed E-Mail

Services, EGroupware Enterprise Line (EPL) software packages

1. Contractual partner

The contractual partner is EGroupware GmbH, Leibnizstr.17, 67663 Kaiserslautern, Germany.

2. General rules

The following terms and conditions apply to all kinds of business in the field of EPL hosting, support and managed mail services as well as EPL software subscription packages. The appropriate version is applicable at the time the contract is concluded. Differing conditions of the customer are not recognised by EGroupware GmbH, unless EGroupware GmbH has given written approval.

3. Conclusion of contract

- 3.1. EGroupware GmbH's service offers are non-binding. EGroupware GmbH reserves the right to make technical and other changes.
- 3.2. The customer is offering a binding contract by ordering services. EGroupware GmbH confirms the order immediately by E-Mail. This confirmation can be a binding acceptance of the contract by EGroupware GmbH.
- 3.3. EGroupware GmbH is entitled to accept the customers offer within a period of 5 working days. EGroupware GmbH is also entitled to reject the offer e.g. after credit check. The contract becomes binding by providing the service to the customer.

4. Objectives

4.1. The objectives of collaboration are due to the present document in combination with actual price lists and conditions mentioned on EGroupware GmbH's websites and individual service offers. These govern the provision of:

- a) EPL hosting (EGroupware Computing Centre)
- b) EPL Support
- c) Managed E-Mail services (EGroupware Computing Centre)
- d) EPL software subscription packages

5. Specification of Services

5.1. EPL Hosting

- a) EGroupware GmbH provides with the EPL hosting package a preconfigured database for customers use as a managed service of EGroupware computing centre.
- b) The EPL hosting package refers to the current software version of EGroupware GmbH, which may differ from the publicly available open source software release.
- c) EGroupware GmbH grants the right to use the provided EPL version in the EGroupware computing centre for the duration of the contract.
- d) The precondition for the use of the EPL database in the EGroupware computing centre is a computer with an Internet browser and appropriate Internet access. The connection to the Internet as well as the equipment needed by the customer (hardware and software) is not covered by this contract. EGroupware GmbH provides the access to the EPL database via the Internet by encrypted transmission protocols (e.g. Https).

5.2. EGroupware managed e-mail services

If EGroupware GmbH provides E-Mail accounts to the customer for his use, EGroupware GmbH runs spam and virus filters on it's mail servers. Both parties accept that it is not possible to exclude completely the forwarding of all undesired advertising E-Mails (spam) to the mail accounts of the customer, and that virus protection cannot be entirely guaranteed. EGroupware GmbH is not obliged to deliver complete freedom from spam and viruses, but commits to do everything possible to keep defences up to



date, in order to shield against spam and viruses.

5.3. Technical support EPL

- a) EGroupware GmbH maintains a technical hotline as well as an electronic support ticket system for reporting technical problems.
- b) The technical hotline is available at German business days from 09:00am to 05:00pm (timezone GMT +1).

5.4. User support EPL

- a) EGroupware GmbH provides online support by an electronic support ticket system as well as additional documentation on the EGroupware GmbH website (MyEGroupware).
- b) Further support, training or consulting is not included in the EPL hosting or EPL software subscription packages and can be ordered additionally on the basis of support packages according to the current price lists and conditions.

5.5. General support of EPL for autonomous software installations

EGroupware GmbH provides technical support for autonomous EPL installations according to appropriate support packages and current price lists and conditions. The service level has to be agreed in each case by the parties.

5.6. Availability of services (EGroupware Computing Centre)

- a) EGroupware GmbH ensures accessibility of its servers from 99% in annual average. Excluded are periods where the systems were not available because of technical or other problems that are not in the responsibility of EGroupware GmbH (force majeure, fault of others, etc.) and due to other measures (for example announced regular periodic maintenance work).
- b) EGroupware GmbH reserves the right to temporarily restrict the access to the services, if the security of network operations, integrity of the network and hosted data is endangered.

5.7. Data backup (EGroupware computing centre)

- a) EGroupware GmbH provides a data backup of customer data on a daily basis for all contracts regarding managed hosting in the EGroupware computing centre.
- b) The handing over of customer data during the contract period or upon termination of the contract has to be agreed individually.
- c) Any restoration of archived data (restoring) at the request of the customer is not included in any managed hosting packages and constitutes an additional service according to the current price lists and conditions.

6. Software updates

EGroupware GmbH updates EPL at intervals. These updates relate to functional enhancements, safety and bugfix releases.

7. Responsibilities of the customer

7.1. General regulations

- a) using the services of EGroupware GmbH, the customer agrees to observe technical standards. Further, he agrees to take appropriate measures to assure security of data, to keep passwords confidential and/or to immediately change passwords or have passwords changed, should the suspicion arise that unauthorised persons or entities have obtained access to these.
- b) The customer agrees to refrain from all activities which may endanger or compromise the safety and security of EGroupware GmbH, other customers of EGroupware GmbH, as well as other Internet users. Such activities include, in particular, using the services of the provider to:
 - Access, influence or interrupt the function or integrity of technical systems, programs and applications of third parties and/or of EGroupware GmbH against their will, and/or to access, modify, destroy or store data of any kind belonging to third parties or to EGroupware GmbH (for example through the development, release or distribution of viruses, worms, trojans, etc.).
 - Send unwelcome or undesired E-Mail and which can be classified as Spam or Junk-E-Mail.
 - Falsify IP-addresses of others for the purpose of gaining or granting non-existent authority to access computers and or internal networks of third parties, send falsified IP-addresses to Domain Name Servers in order to re-route data belonging to the true owners of the IP- addresses, and/or programs and use hyperlinks with modified characters and/or graphical elements, which are intended to lead other Internet users to believe they are accessing the website of another party.

7.2. Assignment and subcontractors

- a) The customer is not entitled to resell or reassign the services to third parties unless it is agreed by the contractors on base of a partner agreement.
- b) The customer is obliged to pay such fees as may be incurred through the authorised usage by third parties of the access and/or services granted by this contract. The same holds true for unauthorised usage by third parties, unless the customer can prove that this access occurred as the result of an evasion or removal of the Provider's security measures, for which the customer bears no responsibility.



7.3. Compliance with legal requirements, rights of third parties

- a) When utilising the services of EGroupware GmbH, the Contractor is obliged to respect and conform to legal and civil requirements, especially with regard to the data privacy, criminal, intellectual property and/or trademark laws, or other requirements for the protection of industrial property, and not infringe on the rights of any third party. With regard to this, the Contractor must particularly refrain from:
- Using the services of EGroupware GmbH for the distribution, access, or granting of accessibility of prohibited content of any sort, particularly anything of a pornographic nature, that glorifies violence, or otherwise conflicts with the principles of individual freedom or human rights, as well as the distribution, access or granting of access to propaganda and symbols of illegal parties or their front organisations.
 - To attempt to provide access, for own use or for third parties, to pornographic materials which pertain to the sexual abuse of children (pedophilia), bestiality, or similar topics.
 - EGroupware GmbH is released from any liability in connection with the topics above.
- b) The contracting parties agree to inform each other immediately in the event that third parties or public authorities present evidence or lodge claims indicating that the customer is or may be in violation of legal or civil regulations mentioned in the section "Compliance with Legal Requirements, Rights of Third Parties" and/or of the rights of a third party.
- c) The customer will support EGroupware GmbH in a legal defence to the best of its abilities. If the claim for infringements of rights lodged against EGroupware GmbH is based on the premise that data, designs, programs or other information made available by the customer infringe on the intellectual or market rights and/or other commercial or non-commercial rights of third parties, EGroupware GmbH can require the Contractor to reimburse any compensation for damages and/or reasonable legal representation. Should EGroupware GmbH have to provide advance payments in the scope of a reasonable legal defence, the customer is required to reimburse these at the first request, independent of other possible existing claims for reimbursement.
- d) The customer is obliged to pay any damages occurring to EGroupware GmbH as a result of violating any of the conditions of use in this contract.
- e) If the customer violates any of the conditions here within, EGroupware GmbH is permitted to block the access to the services, until the customer has proven the legitimacy of his activities.

8. Prices and conditions of payment

- 8.1. The prices and conditions of payment comply with the current price lists and specifications of services.
- 8.2. Invoices are immediately due without deduction. EGroupware GmbH is entitled to charge the customer interest in respect of late payment at a rate of 5 percentage points above the base rate.

9. Duration of contract, notice of cancellation

- 9.1. The duration of contract complies with the current price lists and specifications of services.
- 9.2. The period of the contract begins with the operational availability of the services and/or transferring the relevant access codes to the customer.
- 9.3. Either party may terminate the contract of a recurring obligation on notice with immediate effect if there is good cause for doing so. There is good cause particularly because of breach of duty according to this contract. The right to claim damages is not precluded by the termination.

10. Limitation of liability

- 10.1. EGroupware GmbH is liable, independent of the cause, only as described in this contract, as follows.
- 10.2. Indemnity for damages to the Contractor due to losses or due to the inability to carry out responsibilities in contractual negotiation is excluded. EGroupware GmbH cannot be held responsible for lost revenues, missed savings, damages through the claims of third parties, and other direct or resulting damages. Further, EGroupware GmbH assumes no responsibility for information entered in or accessible through its system, nor does EGroupware GmbH accept any responsibility for the accuracy, completeness, or currency, neither for their legality or any liability vis à vis third parties.
- 10.3. Claims by the Contractor for damages due to delay or inaccessibility of the services of EGroupware GmbH are limited to the amount of that part of the services which cannot be used as intended by this contract, due to the aforementioned inaccessibility or delay.
- 10.4. The limits of liability mentioned above do not apply to damages resulting from deliberate intent or gross negligence, nor to absence of promised functionality. They also do not apply for damages resulting from the careless breach of critical contractual obligations.



11. Right of revocation

11.1. The statutory right of revocation within two weeks after EGroupware GmbH's confirmation of order without giving reasons is granted. The right of revocation expires if the customer starts to use the services.

11.2. The revocation must be declared to EGroupware GmbH in textual form within two weeks. Punctual dispatch suffices to comply with the time limit.

12. Severability and final clauses

12.1. Should one clause or section of this contract be or become illegal, invalid, or not be enforceable due to legal constraints, the applicability and validity of the remaining clauses or sections will not

be affected. In such a situation, the invalid section or clause is to be replaced by a section or clause which reflects the commercial intent of the original clause, in order to retain the original spirit or intent of this contract as closely as possible.

12.2. This contract is subject to German law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

12.3. It is agreed that the court of jurisdiction is the county or state court of Mainz, Germany.

EGroupware GmbH, valid from 1st September 2016

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Terms and conditions

Product agreements, Data Exchange

1. Objectives and Regulations

1.1. Data Exchange means any kinds of

- a) Data synchronization and/or online access with mobile devices, b) Data synchronization and/or online access with desktop clients, c) Online access with desktop clients to the Filemanager,
- d) Actions of data Import|Export

On base of the following EGroupware interfaces and protocols:

- a) eSync (EGroupware ActiveSync)
- b) CardDav/CalDav, WebDav

1.2. In cases of service failures EGroupware GmbH is analyzing the occurred errors and tries to provide a solution, if the reason for a failure lies in EGroupware GmbH's sphere of influence.

1.3. If a solution regarding a service failure can't be provided since the reason for the failure doesn't lie in EGroupware GmbH's responsibility, it's mutually agreed to accept this situation as a matter of fact.

1.4. EGroupware GmbH is not liable for any damages or loss of business or data caused by any actions of Data Exchange. Liability according to EGroupware GmbH's General Terms and Conditions.

2. Security notes and recommendations

2.1. Data synchronization on base of mobile internet access may cause connection costs according to your individual data plan. Be especially aware of roaming costs. Contact your internet service provider for further information about your data plan.

2.2. Data synchronization always includes the risk to delete or overwrite data, especially while initial synchronization. Take care of an appropriate data backup before initial data synchronization. It's strongly recommended to sync initially 'one way' to an empty device being updated by EPL or vice versa.

2.3. EPL provides several strategies of deletion prevention. Activate EGroupware's history logging function in Calendar, Address book and InfoLog as well as the Versioning feature in the File Manager. Not every application has a deletion prevention function. Using the Import | Export function needs special training and knowledge in particular, to avoid compromising data.

2.4. Successful data synchronization depends on the technical features of the device, a 3rd party software client if needed, the communication protocol and the EPL implementation. Comparing the browser based collaborative capabilities of EPL, several restrictions and limitations of the device have to be accepted (e.g. inviting attendees to events, conflict management regarding scheduling conflicts).

2.5. Be aware while updating your Smartphone's operating system, that a complete data deletion might be possible. Take care of a data backup before updating and read the device's user manual carefully.



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3. 3rd party clients for Data Exchange

- 3.1. Read carefully the providers manuals, descriptions and recommendations and follow the instructions.
- 3.2. Limited functions of the client comparing with the online capabilities of EGroupware may occur.

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