

Usage rules

Of LVI E(i)xM community edition (CE)

LVI AG

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named in this contract ,LVI AG'
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CONTRACT

This contract is valid with the first download of any module of E(i)xM CE.

The effective volumes and additional service and/or maintenance prices are shown in the offering.

In addition to the "CE", there is also the "LVI Edition", which offers customers a version customized to their needs and includes support and updates

REQUIREMENTS: CE ,RIGHT OF USE'

General Provisions

By downloading, installing or copying one the E(i)xM modules, consent to the agreement by mouse click, access to E(i)xM modules or any other use of E(i)xM modules, the customer agrees to the terms of this agreement. If you accept these terms on behalf of the customer, you warrant and confirm that you are entitled to act on behalf of the customer to comply with these terms.

Proof of Entitlement (PoE)

Proof for the legitimate use of the usage is the first download of E(i)xM module(s). In addition, the proof of entitlement provides information about the customer's claim for support.

The 'right of use'

The CE is the property of LVI AG and is copyrighted and shared (CE) or licensed (LVI Edition) but not sold.

For CE:

It includes the source-code as well as complete or partial copies thereof
machine-readable instructions and data
components, files and modules
audiovisual content (e.g. illustrations, texts, recordings or pictures) and
corresponding license material (e.g. key and documentation).

LVI AG grants the customer a non-exclusive right to use E(i)xM

without any warranty or the right to rectification or adaptation of the functionality,
any type of support is subject to payment,
without guarantee that new CE versions are applicable (due to possible adaptation of the source code by the user)

Updates, Fixes and Patches (valid for LVI Edition only)

If the customer receives updates, fixes, or patches for a service or product, then the customer accepts all additional or deviating terms, which are listed in the information for the updates, fixes, or patches. If no additional or deviating conditions are provided, the updates, fixes or patches are subject to this agreement. If the product is replaced by an update, the customer agrees to immediately terminate the use of the replaced program.

Duration and Termination of the Service

In case of the LVI-Edition: Is defined within the contract.

For CE: the software can be used unlimited.

Fees (valid for LVI Edition only)

The fees are based on the acquired legitimate use, which is documented in the certificate of entitlement. LVI AG will not grant any credits or refunds for any fees due or payable, except as otherwise provided in this agreement.

Taxes and Duties

The customer shall bear the taxes, duties and charges associated with E(i)xM modules. From the date on which the customer receives E(i)xM modules, he is responsible for all the taxation related to E(i)xM modules. If import or export of E(i)xM modules, transfer, access to E(i)xM modules or use of E(i)xM modules outside of the country in which the original customer received the license, duties, taxes, duties or charges are levied on E(i)xM modules, The customer shall bear all applicable taxes, duties or charges and will pay the invoiced amount.

Warranty (valid for LVI Edition only)

LVI AG warrants that the service or product complies with the specifications when used in the specified operating environment. The specifications and the operating environment information are contained in the documentation provided with the service (e.g. on webpage) or in other information published by LVI AG. The customer agrees that such documentation are provided only in English.

The warranty applies only to the unchanged portion of E(i)xM modules. LVI AG does not ensure continuous or error-free operation of E(i)xM modules or the correction of all program errors. The customer is responsible for the results of the use of E(i)xM modules. LVI AG supports the customer with information or separately compatible support services for the license.

Terms of Payment

The prices are in € or \$, excluding VAT. Invoices are due 30 days after the invoice date.

Exclusions

These conditions of warranty are final and replace all other possible warranty claims of the customer.

Applicable law

Both contracting parties agree to comply to the laws of the country in which E(i)xM modules license was acquired from the licensor (Switzerland) and to comply to the rights and obligations of the customer and LVI AG which arise from the content of this agreement or are in any way connected to it, regardless of different legal bases

General

CE Support

Support needs to be paid based on time & material.

Included for LVI Edition:

PRIORITY Support includes (refer to separate delivered documentation)

- Support with setup & configuration in your environment
- Remote access support
- Direct access to developers & consultants
- Guaranteed response time within 2 business days, however the goal is to respond within 1 business day
- Work-arounds and access to BETA versions