

OpenScape Contact Center Dashboard

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The aforementioned ruling is not associated with a change in the burden of proof to Your disadvantage.

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A3.2 With own exports, You commit to pay absolute attention to the export rules, relevant for products, of the EU or the EU-member states as well as the USA.

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II.3 An Update is Software with the focus on bug fixing and if necessary, minor, functional supplements (e.g. additional drivers).

II.4 An Upgrade is a new version / functional expansion, if necessary with bug fixes for old versions, the licensing of which requires a valid license for a defined prior release.

II.5 Client Access License or CAL shall mean a software license for authorizing a Client to use the corresponding Server Software.

II.6 A Client employs the services of a server within a network. Depending on the type of functionalities which the Server Software provides, Clients may be, for example, users, agents, equipment, identities or communication channels, etc. The type of Clients and number of CALs are agreed to in the Contract.

II.7 A Single User Software is a program for installation on a single computer which is not a Server, such as a desktop personal computer, notebook, etc.

II.8 A Server Software is a program which is installed on a Server (host) and which Clients access to use the functionalities of the software product.

II.9 A Server is a physical hardware system capable of running Server Software. A hardware partition or a blade is considered to be a separate hardware system.

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VI EXPORT APPROVALS, GOVERNING LAW, PLACE OF JURISDICTION, LANGUAGE

VI.1 The export of the software and documents can – as a result of their nature or their intended purpose for example – be subject to approval.

VI.2 You shall comply absolutely with the export rules, relevant for products, of the EU or the EU-member states as well as the USA.

VI.3 These End User License Terms are governed by German substantive law without reference to its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, shall not apply. The place of jurisdiction shall be Munich, Germany.

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