

Citavi

End User License Agreement

By using any part of the Software, you accept all the terms and conditions of this agreement. Please read this agreement carefully before you begin using the Software. You agree that this agreement is enforceable like any written contract. If you do not agree, you may not use any part of the Software.

Swiss Academic Software ("we") means Swiss Academic Software GmbH, a Swiss limited liability company with its primary place of business at Florhofstrasse 2, 8820 Wädenswil, Switzerland.

Swiss Academic Software has developed the computer program Citavi for reference management and knowledge organization and offers it as **Citavi Free** for use at no charge and as **Citavi for Windows** and **Citavi for DBServer** for use in exchange for payment.

1. Definitions

- 1.1. **Citation style** means a file containing the definition of the citation guidelines of a style guide, publisher, or journal for use in Citavi. These are generally provided for download through the Citavi application.
- 1.2. **Citavi database** means a database on an SQL database server in which *DBServer projects* are saved and managed.
- 1.3. **Citavi project** means the information saved by Citavi under a project name. A *Citavi project* can either be a *Local project* or a *DBServer project*.
- 1.4. **Concurrent license** means a license for Citavi for DBServer for all users of a Citavi database which allows one user to access the license at a time. One or more *Concurrent licenses* are provided as a license file.
- 1.5. **DBServer project** means a *Citavi project* in which the data is saved in a Citavi database on a database server.
- 1.6. **Local project** means a Citavi project in which the data is saved as a file on a local hard drive or on a local network drive.
- 1.7. **Macro** means a set of instructions for Citavi, generally used to automate a process or achieve a function not possible through ordinary operation. These are generally provided by Swiss Academic Software's technical support.
- 1.8. **Major version** means a version of Citavi that is distinguished by the number to the left of the first period.

- 1.9. **Minor version** means a version of Citavi that is distinguished by the number immediately to the right of the first period.
- 1.10. **Named license** means a license for Citavi for Windows comprising the individual user's name, organization name, license key code, and possibly an expiration date.
- 1.11. **Per-seat license** means a license for Citavi for DBServer which the *Citavi database* administrator can assign to or remove from a user for the user's sole use. One or more *Per-seat licenses* are provided as a license file.
- 1.12. **Reference** means a single entry in a Citavi project, such as a book or journal article.
- 1.13. **Site license** means a rental agreement for the *Software*, allowing the other party to make the *Software* available to specific groups of users.
- 1.14. **Software** means the contents of all files provided via electronic download or physical media (such as CD-ROM or USB flash drive). This includes the Citavi application files (including in particular "SQL Server Express for Citavi Setup" and "Citavi DBServer Manager"); Picker extensions for third-party applications; upgrade and update files; *Citation styles; Transformers, Macros*; license key files; documentation; promotional and training materials; and any other files Swiss Academic Software may provide.
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- 1.17. **Upgrade** means a new major version of the software that changes the feature set.
- 1.18. **Use** means to install or run the *Software* or access any of the materials listed above.

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- 2.1. Any general terms and conditions of the user shall not apply. Swiss Academic Software explicitly excludes their application, except as may be agreed upon in writing.
- 2.2. *Upgrades* to the Software may be licensed with different or additional terms.

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- 3.1. The user is given a limited, nonexclusive license.

- 3.2. This license is either valid indefinitely (without an expiration date) for a *Major version* or until the expiration date for the current *Major version*. The expiration date is found in the license key.
- 3.3. For licenses without expiration dates, the license entitles you to free *Updates* for the licensed *Major version*. For licenses with expiration dates, the license entitles you to free *Upgrades* and *Updates* until the expiration date.
- 3.4. This license can be terminated by either party at any time for good cause. The license ends if it is terminated by one of the parties or if the license period ends.
- 3.5. Permitted Uses of **Citavi Free**
You may use Citavi Free on any number of computers for an unlimited period of time. This also applies to use in a company or other organization.
- 3.6. Permitted Uses of **Citavi for Windows** and **Citavi for DBServer**
 - 3.6.1. With a *Named license* for Citavi for Windows you can enter your license key on all personal computers and USB flash drives.
 - 3.6.2. With a *Per-seat license* or a *Concurrent license* for Citavi for DBServer, which is saved in a *Citavi database*, the *Software* can be used for the duration of the connection to the Citavi database. *Per-seat* and *Concurrent* licenses may only be used in a *Citavi database*.
 - 3.6.3. As defined in the *Site license* contract, organizations that acquire a *Site license* may use the *Software* on all Computers and Servers that they own or control.
 - 3.6.4. You may not reproduce or distribute license keys.

4. Privacy

- 4.1. You acknowledge that the *Software* connects to the servers of information providers not associated with Swiss Academic Software, in order to perform searches and download data, such as metadata, call numbers, cover art, and full text.
- 4.2. You acknowledge that the *Software* connects to our servers for the following purposes:
 - a) To check for and download *Updates* to the *Software*.
 - b) To download files such as *Citation styles* or *Transformers*.
 - c) To re-route search queries to an information provider and to receive the results from such queries, particularly if a direct connection to the information provider fails (see 4.1). Your search queries and results are only retained for as long as is technically necessary to provide the results to you. They are never permanently saved or used for any other purpose.

- 4.3. You acknowledge that we must collect some personally identifiable information in order to issue a license key. Your information will not be shared with any third parties under any circumstances, except with law enforcement officials as required by law, or as you explicitly request. We may communicate with you proactively in matters regarding your license, but will not use your information for advertising or other purposes, except as you explicitly request. This personally identifiable information comprises:
- a) The user's given and last names
 - b) The user's e-mail address
 - c) The user's postal address if provided while ordering
- 4.4. Additional information about our privacy policy is available at www.citavi.com/privacy.

5. Restrictions

- 5.1. You may not modify, adapt, translate, or create derivative works of the *Software*, except:
- 5.1.1. You may create custom citation styles based on any *Citation style* we provide.
 - 5.1.2. You may create custom macros based on any *Macro* we provide.
 - 5.1.3. You may create and distribute promotional and training materials based on templates we provide for this purpose.
 - 5.1.4. You may create custom transformers based on any *Transformer* we provide.
- 5.2. You may not reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code of the *Software*, except as is expressly permitted by law.
- 5.3. You may not attempt to circumvent any of the encryption methods employed by the *Software*.
- 5.4. You may not use the *Software* to facilitate the violation of other parties' copyrights, such as by, but not limited to, distributing information downloaded from an information provider with individuals not entitled to use that information.

6. Transfer

- 6.1. For licenses **with** an expiration date: You may not give away, gift, rent, lease, sublicense, assign, or otherwise transfer your rights to the *Software* or license key.
- 6.2. For licenses **without** an expiration date: You may not give away, gift, rent, lease, sublicense, assign, or otherwise transfer your rights to the *Software* or license key, except as provided for by our official license transfer process you may initiate

upon request at www.citavi.com/license-transfer. If your license is transferred to another party using the license transfer process, immediately upon receiving confirmation of the completed license transfer, you must cease using the *Software* and must remove all copies of the *Software*, including backups you may have created. The receiving party must accept all the terms and conditions of this agreement and any other terms and conditions under which the license was obtained. We reserve the right to refuse the transfer of the license if there is suspicion of abuse, for example if you try to transfer the same license to multiple persons.

7. Ownership and Rights

- 7.1. We or our licensors, respectively, are and remain the owner of all titles, rights, intellectual property, and any other interests in the *Software*. Except as expressly granted in this agreement, you are not granted any intellectual property rights in the *Software*.
- 7.2. The *Software* is protected by the copyright laws of the United States, the European Union, Switzerland, and other countries, and by international treaty.

8. Warranty

- 8.1. If the *Software* was provided without consideration (for free), then no warranty is provided.
- 8.2. If the *Software* was provided with consideration (in exchange for payment), warranty is limited to correction of defects or replacement (collectively "cure"), at the sole discretion of Swiss Academic Software. If one of the two alternatives incurs disproportionate burden or expense for the customer, the alternative with lower burden or cost shall be chosen. Cure is considered to have failed if two attempts to remedy have failed, if remedy is unreasonable to Swiss Academic Software, or if the customer refuses remedy. If cure has failed, the customer is entitled to terminate the contract, or to a price reduction.

9. Limitation of Liability

- 9.1. You acknowledge that due to the multitude of combinations of hardware and operating systems, the *Software* cannot work fully and flawlessly on all system configurations. If remedies are deemed possible by us, we will provide them in the form of regular *Updates* at no cost.
- 9.2. The liability of Swiss Academic Software, including its employees and agents, is fundamentally limited to malicious intent and gross negligence. Swiss Academic Software accepts no liability for loss due to malfunction, failure, or limitation of

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- 9.3. The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries.
- 9.4. General risks such as infection by viruses (or other malware), data loss, or access to the computer by a third party are carried by the user, provided that Swiss Academic Software cannot be accused of gross negligence or deliberate violation of due diligence. You are required to take all reasonable measures to avoid and reduce damages, in particular to make backup copies of your computer data.
- 9.5. Swiss Academic Software shall be liable only up to damages as typically foreseeable and customary.

10. Governing Law

- 10.1. This agreement is governed by and construed in accordance with the laws of Germany, excluding conflict of law principles of international private law as well as the United Nations Convention on Contracts for the International Sale of Goods.
- 10.2. The parties agree that for all disputes arising from this agreement, the exclusive venue shall be the competent courts in Hamburg, Germany.

11. Survival

If any provision of this agreement is found void and unenforceable, it will not affect the validity of any other provision of this agreement, which shall remain valid and enforceable according to its terms. The unenforceable provision shall be replaced with an enforceable provision which comes as close as possible to the intended purpose.

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