



Terms and Conditions

Product agreements

1. EGroupware cloud packages

1.1. User accounts

Number of user accounts is unlimited.

1.2. Concurrent users (ccu) and storage

Maximum number of users that can be logged into EGroupware at the same time and included storage space according to the offered cloud packages. The storage space is available for EGroupware database, files and e-mails.

1.3. E-Mail accounts, spam filtering and virus protection

EGroupware email application included for any IMAP accounts. EGroupware email hosting optional (EGroupware GmbH as email provider) possible, the storage space depends on the corresponding cloud package. Email accounts are managed via user management in EGroupware. Spam filtering and virus protection via SpamTitan (mailgateway.egroupware.org) is included in all EGroupware email accounts.

1.4. Licenses for Collabora Online Office

Collabora Online Office is integrated with EGroupware. Licenses are required for each user who will have access to the Collabora application. Collabora only allows named licenses or licenses based on the number of documents to be processed simultaneously. The licenses must be added to the cloud package.

1.5. Rocket.Chat usage

Rocket.Chat is integrated with EGroupware. Rocket.Chat requires an additional database and storage space, so its use must be booked in addition to the cloud package. A fair use principle applies, the price is based on the number of users in Rocket.Chat.

1.6. Video conferencing with Jitsi / BigBlueButton

EGroupware GmbH provides a Jitsi server (jitsi.egroupware.org) for use in the EGroupware Cloud. The Jitsi server is rented from KiwiTalk.de, but does not store any personal data. Like Jitsi, BigBlueButton is integrated in EGroupware and can be used for video conferences from the calendar or the Status application. EGroupware does not provide an own BigBlueButton server but recommends booking via BBBserver.de. EGroupware GmbH asks for the sending of the Partner-ID for the registration as a reseller. There are no additional costs for the customer, it only re-finances development costs.

1.7. Daily backups

Daily data backup in the data center in the form of snapshots 30 days retrospectively. Additionally, a maximum of 12 weekly snapshots. All data backups are automatically deleted after the deadlines have expired.

1.8. Connection

Secure connection via HTTPS to the EGroupware data instances

1.9. Computing center

Certified data center facilities, high-speed Internet, high availability through multi-level system redundancy.

1.10. Contract period

Minimum contract period 1 month with automatic extension by 1 month, unless otherwise agreed or offered.

1.11. Payment

Payable in advance for the contract period, unless otherwise agreed or offered.

1.12. Cancellation

Written notice of termination for annual and multi-year contracts with automatic renewal 3 months before contract expiration, unless otherwise agreed.



2. EGroupware software installation packages

2.1. User accounts

Maximum number of active named users or concurrent 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 if configured accordingly).

2.4. LDAP | AD | UCS | SAMBA - Migration and connectivity support

Optional installations on individual agreement.

2.5. EGroupware mail server packages & Spam filtering

Support for migration to EGroupware mail server packages (Dovecot including PUSH) is provided individually by agreement and based on support budgets. Spam filtering via SpamTitan of EGroupware GmbH (mailgateway.egroupware.org) is optionally available, billing based on the number of email accounts and aliases.

2.6. Collabora Online Office, Rocket.Chat, Guacamole

Support for installation of additional services such as Collabora Online Office, Rocket.Chat, Guacamole optional by agreement and based on support budgets.

2.7. Technical requirements

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

2.8. 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.

2.9. 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.

2.10. Remote operation management

Optional remote operation management by EGroupware GmbH on agreement.

2.11. Contract period

Minimum contract period: 12 months with automatic extension by 1 month unless otherwise agreed or offered.

2.12. Payment

All hosting packages are due in advance unless otherwise agreed or offered.

2.13. Cancellation

Written notice of termination for annual and multi-year contracts with automatic renewal 3 months before contract expiration, unless otherwise agreed.

2.14. Use after cancellation

After termination of the contract, EGroupware GmbH grants the customer an unlimited right of use for the last installed version EGroupware Enterprise Line (EPL) including the already issued license. A right to updates or security fixes explicitly does not exist, whereby it is possible to switch to the community version at any time.



3. Customer support

3.1. MyEGroupware

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

3.2. 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.

3.3. Installation support

Installation support for EPL software installation packages is included within the first 4 weeks after purchase for a license of minimum 20 users or CCU - unless otherwise agreed or offered. The included installation support is only valid for standard installations according to the [installation instructions](#). Docker-compose installations for Linux, Windows, Mac, Synology, QNAP always require a separate support agreement - billing on time basis.

3.4. Support packages

Optional support packages in the form of time budgets for consulting, customization, training and technical issues.

3.5. Payment

All support packages are due in advance unless otherwise agreed or offered.

3.6. Contract period

Validity of support time budgets: 2 years, support packages are non-refundable and expire after 2 years unless otherwise agreed.

4. Final clauses

4.1. General

General terms and conditions apply to all EGroupware GmbH products.

4.2. Data Exchange

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

4.3. Data protection | contract for order data processing

A contract for commissioned data processing can/must be explicitly requested, especially with regard to persons authorized to issue instructions, EGroupware services used and type of data storage.

EGroupware GmbH, valid from 3rd February 2021

EGroupware GmbH

Leibnizstr. 17

D-67663 Kaiserslautern

Managing Directors: Ralf Becker, Birgit Becker

www.egroupware.org



General terms and conditions

EGroupware Enterprise Line (EPL) cloud packages, EGroupware Enterprise Line (EPL) software packages and Support

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 cloud packages (EGroupware Computing Centre)
- b) EPL software subscription packages
- c) EPL Support



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) Data instance means the database files and the data stored as an EGroupware file link. data stored as an EGroupware file link.
- c) The EGroupware cloud packages use the respective software packages of the current release.
- d) EGroupware GmbH grants for the contract period the right to use the provided software version in the data center for the duration of the contract.
- e) Prerequisite for the use of the EGroupware data instance is a web browser (PC or mobile device) as well as suitable Internet access. The connections required for use, the connections to the Internet as well as the equipment (software and hardware) required by the customer are not subject of this contract. The access to the EGroupware data instance via the internet takes place by means of encrypted transmission protocols (among others HTTPS).
- f) As far as the EGroupware mail service is used, EGroupware GmbH provides the customer with e-mail accounts for its use. EGroupware GmbH operates spam and virus filtering procedures on its mail virus filtering procedures. Thereby, the contracting parties acknowledge that the forwarding of unwanted advertising e-mails (spam e-mail) to the mail accounts of the ordering party cannot be completely ruled out and the absence of viruses cannot be guaranteed. Accordingly, the Contractor does not owe the freedom from spam and viruses, but merely the effort to take precautions in accordance with the current state of the art in order to shield spam and viruses.
- g) EGroupware limits the number of emails sent per instance and per user. The limits increase dynamically according to the typical usage. On consultation a correspondingly higher limit can be set e.g. for users with higher acute demand. This limit is not only valid for EGroupware mail accounts but in general, so that the IPs of the cloud services are not blocked (blacklists). The limitation serves to limit unwanted spamming if passwords get into the wrong hands.

5.2. EGroupware Support

- a) EGroupware GmbH provides the client with access to the online support platform MyEGroupware during the contract period. Instructions and tips for the configuration of the EGroupware data instance will be made available in the form of tutorials and recordings of webinars on the Contractor's company website.
- b) EGroupware GmbH maintains a hotline for technical fault reports when using the EGroupware data instances.
- c) The technical hotline is available during business hours from 09:00 to 18:00 on weekdays (Monday to Friday, not on public holidays) (GMT +1 time zone).
- d) Further support, training or consulting are not part of the price of the cloud packages and can be purchased as additional services as part of support budgets.

5.3. 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 was 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.
- c) EGroupware GmbH reserves the right to restrict access to the services if the security of the network operation, the maintenance of the network integrity, in particular the avoidance of serious disturbances of the network, the software or the stored data require this.

5.4. Data backup (EGroupware computing centre)

- a) EGroupware GmbH performs a regular data backup in the data center and thereby secures the data stock of the EGroupware data instances of its customers. Data backups (database, files and e-mails) are kept in the form of daily snapshots 30 days retrospectively and additionally a maximum of 12 weekly snapshots.
- 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 to 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 result from the respective offers, online sales pages and descriptions.

8.2. Invoices are immediately due without deduction unless another payment term is listed on the invoice is listed. In case of overdue payment, EGroupware GmbH is entitled to charge interest on arrears even without a reminder. If the customer is a consumer, the amount of the default interest is 5 percentage points above the base interest rate. If the customer is a company, the amount of the default interest is 5 percentage points above the base interest rate.

8.3. The customer shall only be entitled to a right of set-off if its counterclaim has been legally established or is undisputed. The customer shall only be entitled to assert a right of retention due to counterclaims arising from this contractual relationship.

9. Duration of contract, notice of cancellation

9.1. The contract period is based on the respective current service descriptions, offers, online sales pages and contracts.

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. End users can revoke the contract within two weeks from the receipt of the order confirmation. The right of revocation expires when EGroupware GmbH begins with the execution of the service with the express consent of the customer or the customer actively uses the service.

To meet the deadline, it is sufficient to send the revocation in time to EGroupware GmbH, Leibnizstr. 17, 67663 Kaiserslautern, Germany. Punctual dispatch suffices to comply with the time limit.

11.2. The revocation can be made without giving reasons.



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 3rd February 2021

EGroupware GmbH

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Terms and conditions

Product agreements, Data Exchange

1. Objectives and Regulations

1.1. Data Exchange means any kinds of

- Data synchronization and/or online access with mobile devices,
- Data synchronization and/or online access with desktop clients,
- Online access with desktop clients to the EGroupware Filemanager,
- Use of EGroupware data import/export interfaces

On base of the following EGroupware interfaces and protocols:

- eSync (EGroupware ActiveSync)
- 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 date 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. Please carefully read the documentation and supplementary information provided by the respective manufacturers and follow the recommendations. Perform a data backup of your mobile device before starting an initial data synchronization.

3.2. Compared to the collaborative EGroupware functions in the browser, some significant functional restrictions are to be expected on mobile devices.

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