



Alkacon Software GmbH

Alkacon OpenCms Products & Services

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Introduction

Alkacon Software GmbH provides it’s customers with support, training and consulting services for OpenCms. We are also dedicated to developing first class products and solutions for OpenCms installations.

OpenCms is a complete and powerful open source web content management system. Alkacon Software GmbH is the official maintainer and also the major contributor to the OpenCms Project. For more information about OpenCms, please see <http://www.opencms.org>.

This document describes the products and services available from Alkacon Software. More information is available on our website <http://www.alkacon.com>.

1 The Alkacon OpenCms Enterprise Extensions

The Alkacon OpenCms Enterprise Extensions (also called OCEE) are a commercial extension for OpenCms 9.x, OpenCms 8.x and OpenCms 7.x. Alkacon OCEE adds features to OpenCms that are required for running OpenCms in a medium or large enterprise, where data consistency, security and failover are highly important.

The Alkacon OpenCms Enterprise Extensions are available as a licensed software product from Alkacon Software GmbH, the company responsible for most of the development of the open source core OpenCms system. Please see section 5 for the full license text.

OCEE is installed on a standard OpenCms 9.x, OpenCms 8.x or OpenCms 7.x system. OCEE is a binary only distribution. This means that the source code for the OCEE modules is not available.

To use any of the Alkacon OCEE packages, you need to enter a license key that will be provided by Alkacon software after your purchase of an Alkacon OCEE license.

The Alkacon OpenCms Enterprise Extensions are sold in two separate packages:

1.1 Alkacon OCEE Server Enhancement Package

The following modules are included in the package:

1.1.1 Alkacon OCEE LDAP Connector

With the Alkacon OCEE LDAP connector, full integration of existing LDAP user directories with the OpenCms permission system is available. The connected LDAP server can be used to fully replace or in addition to the standard Database User and Group Management. Full integration of LDAP users and Groups allow using these for all OpenCms authentication and ACL permission management. Optionally, the Web interface generated by OpenCms can be used to change the password of an already logged in user.

Please note: LDAP user repository data must be organized according to RFC 2256 (attribute types) und RFC 2798 (inetOrg object class). Most LDAP standard user repositories implement these RFC. The LDAP connection is "read only", i.e. management of information stored in the LDAP server is not possible with this module (except for changing the password).

1.1.2 Alkacon OCEE Accelerator

The Alkacon OpenCms Enterprise Extensions feature additional high performance caches to accelerate the data access and delivery. Using the Alkacon OCEE Accelerator, an OpenCms system can respond faster to database requests. High – traffic sites will especially benefit from this feature.

1.1.3 Alkacon OCEE VFS Doctor

The Alkacon OCEE VFS Doctor Database maintenance tool operates much like the known "Check disk" functionality from a standard PC. It checks the consistency of the OpenCms database, and reports (optionally repairs) all problems found. Running this tool you can repair the most common issues that may otherwise put your OpenCms database in an inconsistent state.

Please see point 1.3 below for the list of databases compatible with this OCEE module.

1.2 Alkacon OCEE Cluster Package

This package contains all OCEE modules from the server enhancement package (see above). Additionally this package contains modules required to run OpenCms on a cluster of servers.

The base price includes the license to install the OCEE modules on a cluster of 2 servers.

1.2.1 All modules from the Server Enhancement Package are included

Alkacon OCEE LDAP Connector

Alkacon OCEE Accelerator

Alkacon OCEE VFS Doctor

All modules of the Server Enhancement Package are included in the Cluster Package. Please see above for a full description of the functionality of these modules.

1.2.2 Alkacon OCEE Cluster Manager

The Alkacon OpenCms Enterprise Extensions allow for clustering of OpenCms Servers in combination with Hardware Load balancers (e.g. CISCO local director). OpenCms Clusters add failover security for mission – critical environments, and good scaling availability for high traffic sites.

Please note: The Alkacon OCEE Cluster Manager **requires additional Hardware** (e.g. CISCO local director) **or Software** for the http request load balancing. The used load balancing solution must use “sticky sessions”, meaning all requests for one user http session always go to the same server in the cluster. Does not cluster the OpenCms database, this must be done with database native tools. The content editing and publishing must be done on one server of the cluster only, though it does not matter which server this is.

1.2.3 Alkacon OCEE Replicator

Using the database replication feature of the Alkacon OpenCms Enterprise Extensions, it is possible to replicate the complete (or part of the) OpenCms repository data to remote database instances. These remote instances are also automatically updated when changed data is published. Using this feature it is for example possible to have a separate internal OpenCms “work server” instance inside of a secured intranet, and a public OpenCms “production server” in a DMZ.

Please see point 0 below for the list of databases compatible with this OCEE module.

Please note: Replication is done only in one direction, so in the above example, no content can be created on the public “production” server in the DMZ.

1.3 Alkacon OCEE Compatibility

Alkacon OCEE is compatible with all official stable releases of OpenCms 9.x.

Alkacon OCEE is also compatible with all official stable release versions of OpenCms 8.x and OpenCms 7.x.

Different versions of the OCEE components are required for OpenCms Versions 9.x, 8.x and 7.x. Customers that have a valid OCEE Update Subscription (please see 1.4 below) will receive any OCEE version on request free of charge during the subscription period.

Alkacon OCEE required Java 6 or newer.

The following modules are Database dependent:

- **Alkacon OCEE Replicator** (please see 1.2.3)
- **Alkacon OCEE VFS Doctor** (please see 1.1.3)

Currently supported databases for these modules are:

- MySQL DB (current versions*)
- Oracle (current versions*)
- PostgreSQL 8.x (current versions*)
- MS SQL Server (current versions*)
- DB2 (current versions*)

* 'Current versions' means the current major stable release version and the last major stable release version of the listed component. No alpha, beta or release candidate versions are supported. In case you are in doubt please ask us if the version you are using is supported.

Other databases or versions are not supported for these modules.

1.4 Alkacon OCEE Update Subscription

If you purchase any OCEE package (“server enhancement” or “cluster”), this includes an update subscription for all new versions of your selected OCEE package for 12 months after the date of purchase. This update subscription is included in the base price of all OCEE packages described above.

It’s also possible to extend this update subscription for a price of 500€ for another 12 months. This update subscription extension can be purchased anytime while there is still a valid update subscription for your package.

For example, if you purchase the “Alkacon OCEE cluster package” you will have an included update subscription for the first 12 months. After 10 months, you can decide to extend the update subscription for 12 more months by purchasing the “extended update subscription”. This would give you a total of 24 months of update subscription, which of course can be extended again if required.

Expired update subscriptions: If your update subscription has expired but you want to update your OCEE later on, you have to purchase an extended update subscription (or more) with retroactive effect from the expiration date. Additionally, every calendar month since expiration date will be charged with 50 € per month.

1.5 Alkacon OCEE Additional Cluster Nodes

The base Alkacon OCEE Cluster package (please see 1.2) includes the license to install the OCEE modules on a cluster of 2 servers.

It’s possible to extend this base cluster with additional nodes anytime while you have a valid update subscription (please see 1.4). This means you can purchase new nodes later as your requirements grow, so you don’t have to purchase “spare” cluster nodes in the beginning.

All additionally purchased cluster nodes are covered by the OCEE update subscription of the base package. Please note that purchasing additional cluster nodes does not extend your OCEE update subscription.

1.6 Alkacon OCEE Usage on “Development” Servers

A “development server” is a server used exclusively to develop an OpenCms solution that is transferred to a “production” server when the development is finished. A development server is used only by developers of the OpenCms application while developing and testing the application. If a server is used for any other purpose than this, it is a “production” server. Moreover, any server that is configured in the same cluster with at least one “production” server also counts as a “production” server which requires a license.

When purchasing any Alkacon OCEE package license, you can use the purchased package without charge on an unlimited number of “development” servers.

You need to purchase one license for each “production” server (or cluster of servers) you use the Alkacon OCEE package on.

Alkacon will provide an additional “development” license key for development servers with any purchased OCEE license.

A “server” in the sense of this document is an installation of OpenCms in a servlet container.

Please note: The OCEE features on servers using an OCEE “development” license are automatically disabled after 12 hours of continuous server operation. After a server (or OpenCms web application) restart, the features are enabled again for another 12 hours.

1.7 Pricing Information for the Alkacon OCEE Packages

Each package of the Alkacon OpenCms Enterprise Extensions is available with 3 support options:

- a) 30 day OCEE installation support via Email
- b) 30 day OCEE installation support via Email plus a package of 10 OpenCms support incidents as described in 2.2 (please see below)
- c) 12 months premium support for OCEE and OpenCms (please see below for a full description of the premium support option)

All listed packages include a 12 month update subscription as described in 1.4.

1.7.1 Alkacon OCEE Server Enhancement Package (installation on one server)

- 1500 € including support option a) [Item OCEE-1SL-01]
- 2500 € including support option b) [Item OCEE-1SL-02]
- 5500 € including support option c) [Item OCEE-1SL-03]

1.7.2 Alkacon OCEE Cluster Package (base installation on 2 servers)

- 2500 € including support option a) [Item OCEE-2CNL-01]
- 3500 € including support option b) [Item OCEE-2CNL-02]
- 6500 € including support option c) [Item OCEE-2CNL-03]

- Each additional cluster node/ server: plus 500 € [Item OCEE-1ACNL]
- Update subscription extension for 12 months: 500€ [Item OCEE-UP12]

Please note: All listed prices are subject to change. German customers must add 19% sales tax (MwSt).

2 The Alkacon OpenCms Support Options

The support options of Alkacon Software provide a convenient way to access the knowledge and experience of the team which has developed most of the OpenCms system.

2.1 Alkacon Premium Support for OpenCms and OCEE

The Alkacon Premium OpenCms Support option has been designed for customers who deploy OpenCms 9.x, OpenCms 8.x or OpenCms 7.x in mission critical applications and projects. With this support option you have the best possible access to the Alkacon OpenCms and OCEE development team.

This support option can be purchased for a period of 12 months (1 year).

The premium support option allows you to name 2 contacts in your organization that can access the Alkacon OpenCms support team for an unlimited number of incidents for the 12 months the premium option is purchased.

The response time for the premium support option is within the next business day (24 hours).

In addition to the unlimited number of incidents and the faster response time, the premium support option also includes a bug-fixing service for the OpenCms core and also the OCEE components. This means that we will fix reproducible issues you report ASAP. This option is only available for the premium support contracts, not the incident based contracts.

For an issue to be reproducible, it must be reproducible on a “standard” OpenCms (plus OCEE) distribution installation. A “standard” distribution installation means a system that is based only on the OpenCms core package available for download on opencms.org plus optionally the OCEE modules installed, with a number of additional modules (or content imports) installed from your individual website / application.

If the issue is related to an underlying environment, we support the following components:

- MS Windows (current versions*)
- Linux (Red Hat, SUSE, Debian, Ubuntu - current versions*)
- Java 6
- Java 7
- Java 8 (when stable release is available)
- Tomcat 5.x
- Tomcat 6.x
- Tomcat 7.x
- Tomcat 8.x (when stable release is available)
- MySQL DB (current versions*)
- Oracle DB (current versions*)

We offer limited support** for the following components:

- Jboss (current versions*)
- Websphere (current versions*)
- Glassfish (current versions*)
- MariaDB (current versions*)
- PostgreSQL(current versions*)
- Microsoft SQL Server (current versions*)
- DB2 (current versions*)

* ‘Current versions’ means the current major stable release version and the last major stable release version of the listed component. No alpha, beta or release candidate versions are supported. In case you are in doubt please ask us if the version you are using is supported.

** ‘Limited support’ means that we support OpenCms version 8.x and 9.x with these components, but we only offer limited know-how regarding installation and optimization of OpenCms on these components. The OpenCms core bug-fixing service for issues regarding these components is limited to 16 hours during the premium support contract period of 12 months.

No other environments/ components then those listed above are covered by the premium support option.

Please note that we can not fix issues that are part of the underlying environment or the external JARS/components that ship with OpenCms. However, in case of severe and easily reproducible issues with such external components, we will do our best to find a workaround.

We reserve the right to not fix any performance related issues in OpenCms, because usually these are the result of a poor layout of the application build on OpenCms and not OpenCms itself. However we will support you in finding performance bottlenecks in your application and try to point out possible improvements.

2.2 Alkacon 10 Incident Support Package for OpenCms and OCEE

Incident support is available in pre-purchased packages of 10 incidents. Incident support is great for customers with a limited number of questions about OpenCms.

After purchase of an incident package, the customer will receive a customer code from Alkacon. Full email and phone support will be available for any member of the customers' team that uses this customer code.

The response time for the incident support option is within next two business days (48 hours).

Please note that no OpenCms core "bug fixing" service is included in with the incident support packages. This service is available only to premium support customers (please see 2.1).

Incidents can be used as a phone or email incident.

2.2.1 Phone incidents

A phone incident is a 45 minute phone call that will be answered by an experienced Alkacon OpenCms consultant. Phone support is available only during our office hours.

During the 45 Minute phone call, a customer can ask several OpenCms related questions, which our answering consultant will try to answer to the best of his abilities.

Please note: Using a phone incident requires making an advance appointment even during Alkacon Software's office hours. This may take up to 2 working days (48 hours).

2.2.2 Email incidents

An email incident requires that the customer sends an email to opencms-support@alkacon.com, describing the problem. We will then open an incident that will stay open until we have delivered an answer to this problem, regardless of the time or number of emails it takes to answer that inquiry. Only one question can be asked per email incident used, if more than one question is contained in an email, each question in the email will be counted as one support incident.

We at Alkacon Software believe to have the most complete knowledge in OpenCms available and we are sure that we can solve most of your problems. However, because of the variety of soft- and hardware OpenCms is able to run with, we can not guarantee that we can always find a solution to an email incident. If we can not find a solution, this unsolved inquiry will of course not be counted to your number the customers purchased incidents.

New email incident inquiries will be processed within 2 working days (48 hours).

If we provide an answer to an Email incident, the incident is considered closed if the customer does not indicate otherwise within 5 days after our answer was provided.

2.2.3 Expiration of Incidents

All purchased incidents packages are valid for 12 Months after date of purchase. Unused incidents in a package will expire 12 Months after the support account was opened.

2.3 Alkacon OpenCms Support Terms

2.3.1 Supported OpenCms versions

Alkacon Software offers support for OpenCms version 9.x, 8.x and 7.x. Older versions of OpenCms are not supported by our standard support agreements.

Only official, stable versions of the OpenCms software are supported. The reference for the official stable versions is the opencms.org website. No standard support is available for OpenCms versions that contain modifications that are not part of the official versions. Moreover, pre-release versions of OpenCms (for example alpha, beta or release candidate versions) or source code versions from CVS are not covered by our support agreements.

2.3.2 Information to include with an incident

If possible, the following information should be included with the incident description:

- OpenCms Software Version
- Java JDK version
- Operating System
- Database
- Servlet Engine
- Web server
- Exception stack traces
- Code snippets related to your problem

2.3.3 Definition of an incident

An incident describes an isolated problem in the context of a larger OpenCms project. It is therefore specialized and detailed in nature. The context of the incident has to be provided by the surrounding project and the incident usually describes an issue that does not work as expected in that context.

No matter how you describe your incident, we will try to provide an answer. However, we reserve the right to reject an incident in case we find the problem description to unspecified or too general in nature. For incident packages (see 2.2) rejected incidents will not be counted to the total number of purchased incidents.

2.3.4 Support availability

Our OpenCms Support is available in English or German language. All Support is available at Alkacons business hours. Our business hours are:

Monday to Friday, 9.00h to 18.00h, Cologne, Europe (CET, GMT+1) time zone.

Please note: Local holidays for NRW, Germany apply.

2.4 Pricing Information for the Alkacon OpenCms Support

The described support options are available from Alkacon Software for the following price:

2.4.1 Alkacon OpenCms Premium Support

- 5000€ (12 months support from purchase date) [Item SUP-PREMIUM-12]

2.4.2 Alkacon OpenCms 10 Incident Support Package

- 1500€ (valid for 12 months from purchase date) [Item SUP-INCIDENT-10]

Please note: All listed prices are subject to change. German customers must add 19% sales tax (MwSt).

3 The Alkacon OpenCms Training Courses

The OpenCms training courses of Alkacon Software provide the best possible introduction to OpenCms development, right from the creators of OpenCms.

Our training courses are only available “on-site” at a location provided by our customer. We are used to travel worldwide. All Alkacon OpenCms courses target OpenCms version 9.x.

OpenCms 8.x / 7.x information: Training courses for OpenCms 8.x or 7.x are still available. If you want to order a 8.x or 7.x training course please comment on that in the order form.

3.1 Alkacon OpenCms Basic Template Training (3 days)

This three day training course is intended for people with previous experience in building websites using HTML, PHP or other web technologies, but with basic Java knowledge only.

It is assumed that course participants have a basic understanding about the general use of OpenCms as a content manager.

The course starts with providing an overview of JSP development basics in OpenCms and provides an introduction of the JSTL standard. After visiting this course, an attendee should be able to build OpenCms templates from scratch and work with existing OpenCms modules, integrating the functionality of the modules with the templates to create full featured website layouts.

Alkacon OpenCms Basic Template Training agenda:

- Local installation of OpenCms
- Main OpenCms features
- OpenCms module mechanism
- JSP basics in OpenCms
- Using the <cms:> taglib
- Creating an OpenCms template
- Creating templates for mobile devices
- Rendering content with formatters
- Lists of contents
- The content subscription engine
- Advanced template functions
- Content detail pages
- Building a dynamic page navigation
- Extended OpenCms features
- Localizing OpenCms websites
- Password protected areas
- Configuration
- Creating an XML content schema
- Configuring XML content resource types
- Nested XML contents
- Extended XML content topics
- Static export
- Using the FlexCache

The OpenCms Basic Template Training course comes with a full set of exhaustive pre-build material. It contains over 250 slides and lots of running example code. Also provided are exercises for all important topics.

3.2 Alkacon OpenCms Advanced API Training (3 days)

This three day training course covers advanced procedures in OpenCms development. It is aimed at experienced Java web developers who have previous experience with OpenCms, Java, HTML and JSP and want to learn the OpenCms related special APIs.

It is assumed that participants of the Advanced API training have previously attended the Alkacon OpenCms Basic Template Training course (see above).

After attending the course, a participant should be able to start developing his own OpenCms enabled website extensions right away.

Alkacon OpenCms Advanced API Training agenda:

- Using the OpenCms API
- Developing a custom login form
- Configuring the search index
- Searching OpenCms sites
- Advanced usage of XML contents
- Related resources / Categories
- Managing multiple sites in OpenCms
- User management using OUs
- The OpenCms scheduler
- Scaling images in OpenCms
- Extended XML content programming
- Development configuration
- Setting up your first OpenCms site
- Recap and summary

The OpenCms Advanced API Training course comes with a full set of exhaustive pre-build material. It contains over 250 slides and lots of running example code. Also provided are exercises for all important topics.

3.3 Alkacon OpenCms Complete Training (5 days)

For a complete introduction to OpenCms, the Alkacon OpenCms Basic Template Training (3 days) and the

Alkacon OpenCms Advanced API Training (3 days) can be combined into one course of 5 days length.

The Alkacon OpenCms Complete Training course covers all the lessons from these 2 courses and includes their complete training material. This means it contains over 500 slides and example code for more than 30 lessons.

3.4 Alkacon OpenCms Training Course Requirements

The material provided for all Alkacon training courses is ready-made and has been used by Alkacon multiple times. It contains proven lessons and exercises. The material is not adjusted to the customers' specific project or requirements.

The customer has to provide the required rooms and facilities for the selected training course. The number of course participants from the customer should not be larger than 8.

All Alkacon OpenCms training courses are held in English (or optional in German) language. Our trainers are fluent but not native in speaking English. All course material and documentation is also written in English. The material of the selected course will be handed to the customer after the course as PDF file for later studying.

3.5 Pricing Information for the Alkacon OpenCms Training

The described training courses are available from Alkacon Software for the following price:

3.5.1 Alkacon OpenCms Basic Template Training (3 days)

- 3000€ (plus travel expenses for the trainer) [Item TRAIN-BASIC]

3.5.2 Alkacon OpenCms Advanced API Training (3 days)

- 3000€ (plus travel expenses for the trainer) [Item TRAIN-ADVANCED]

3.5.3 Alkacon OpenCms Complete Training (5 days)

- 5000€ (plus travel expenses for the trainer) [Item TRAIN-COMPLETE]

Please note: All listed prices are subject to change. German customers must add 19% sales tax (MwSt).

All training courses are to be held "on site" at a location provided by the customer. Travel expenses and hotel costs for the Alkacon trainer are always added to the price given above.

4 Alkacon Software Contact Information

For all questions regarding the Alkacon OCEE components, or our support options and training courses, please contact us at the following address:

Alkacon Software GmbH
An der Wachsfabrik 13
DE-50996 Cologne (Köln)
Germany

Phone: +49 (2236) 3826-0
Fax: +49 (2236) 3826-20

Web: <http://www.alkacon.com>

Registered Alkacon OCEE and OpenCms support customers, please send all support inquiries directly to opencms-support@alkacon.com.

Alkacon OpenCms and the OpenCms Logo are registered trademarks of Alkacon Software GmbH in Germany, the USA and other countries.

5 Alkacon OCEE License Terms

1 Subject Matter of the Contract

1.1 Subject matter of the contract is the sale of a program copy of an Alkacon software product (hereinafter referred to as "Software") as well as the grant of a license in the Software. The functionalities of the Software are described in the preceding sections of this document. The functional description forms an integral part of this contract.

1.2 The purchase of the Software is a purchase on approval. Licensee is given 30 days after the conclusion of this contract to test the Software. If Licensee does not want to purchase the Software, he is to notify Alkacon of his decision in writing and completely delete the Software prior to the expiry of the time-limit. The notification needs to arrive at Alkacon's business premises prior to the expiry of the 30 day time-limit. Alkacon reserves the right to apply a technological protection measure that prevents the further use of the Software after expiry of the 30 day time-limit.

2 Provision of the Software

2.1 Alkacon will provide to Licensee a copy of the Software in machine-readable object code. Also, Licensee shall receive a manual with installation and operating instructions on the Software in a common file format. The source code of the Software is not subject matter of this contract.

2.2 Alkacon shall communicate to Licensee a URL together with access data suitable for such URL, which enable Licensee to download the Software from a password protected area of Alkacon's website.

3 License

3.1 Alkacon grants to Licensee the non-exclusive license, unlimited in time, to use the Software on as many servers as specified in the contract offer, and to reproduce as many copies as necessary therefore (e.g. installation, loading into the random access memory).

3.2 Beyond the license granted according to Section 3.1 Alkacon permits Licensee to test the software on any number of development systems, and to produce as many copies as are necessary therefore. A system is a "development system" within the meaning of this license terms only if the data stored on the system or, respectively, the data processed by means of the Software are exclusively used for testing purposes, and the system itself does not run continuously. Licensee cannot invoke the term "testing purposes" if the use of the Software wholly or partly serves the productive content management. Alkacon reserves the right to restrict the functionality of the software on a development system by technical measures.

3.3 Resale of the Software is permitted. In that case Licensee must delete any and all copies prior to the resale.

3.4 In case Alkacon provides to Licensee, by his request and in addition to the Software, the content management system "OpenCms", OpenCms shall be provided free of charge. This contract shall not apply to the provision of OpenCms with the exception of the clauses on liability and warranty. The license for OpenCms shall be received directly from the owner of the corresponding rights and shall be governed by the license conditions of the GNU Lesser General Public License (LGPL). The LGPL can be viewed in the "license.txt"-file that is enclosed in OpenCms.

4 Additional Licensing

4.1 Licensee can purchase licenses for additional servers by notifying Alkacon in writing of the desired amount and paying a license fee according to the price list in effect at that time. The price list can be inquired at Alkacon at all times.

5 Updates and Support

5.1 Licensee shall within the first 12 months after the conclusion of this contract receive all corresponding updates, if Alkacon issues such updates.

5.2 Updates will be provided for download on Alkacon's website according to section 2.2.

5.3 Alkacon shall offer to Licensee support services regarding the installation of the Software within a period of 30 days after the conclusion of this contract. Inquiries are to be directed via e-mail to opencms-support@alkacom.com only. Alkacon offers more comprehensive support within the framework of additional agreements.

6 Duties and Obligations of Licensee

6.1 Licensee shall make backup copies of his data stock prior to the installation of the Software or an update. During the use of the Software Licensee shall make data backups at regular intervals.

6.2 Licensee shall examine the Software during the test stage, particularly as regards its functional operability. Obvious defects or errors shall be reported in writing providing a description of the defects or errors.

7 Warranty

7.1 Alkacon warrants that the Software is delivered without defects or errors that nullify or impair the value of the Software or its serviceability as provided in this contract. In case of defects or errors Alkacon shall be obliged and entitled to either remedy the defect or error or replace the Software. Remedy or replacement can – inasmuch as it is reasonable in consideration of Licensee's just and reasonable interests – be effected by means of the provision of an update. In case Alkacon does not succeed in remedying the defect or error or replacing the Software within a reasonable period of time, Licensee can demand a reduction of the license fees or withdraw from the contract.

7.2 The warranty period shall end 12 months after the conclusion of this contract.

8 Liability

8.1 Alkacon is liable for any culpable act that leads to injury of life, body or health or to a violation of an essential contractual obligation. In relation to a violation of an essential contractual obligation liability for negligence is however limited to the foreseeable damage that can typically materialise in connection with the type of contract in question. Beyond that Alkacon is only liable for acts of malice and bad faith and acts committed intentionally or in gross negligence.

8.2 The provision in section 8.1 shall apply to all claims for damage, irrespective of their cause in law, as well as to claims for compensation for futile expenses.

9 Choice of Law and Venue

9.1 The parties to this contract agree that this contract as well as all claims arising from or in connection with this contract shall be governed by the laws of the Federal Republic of Germany.

9.2 The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the Courts of Cologne, Germany, in any litigation arising out of or in connection with this Agreement.