Karaka Management

Usage Agreement regarding the project “Orange Management” and its components

Definition

As used herin, “Orange Management” refers to the project itself and all its components including without limitation

* Orange-Management, phpOMS, cssOMS, Model, Modules, Build, Assets, Docs, Documentation, Developer-Guideline, Website, Demo, Tests, Socket, Console, Web, TestGenerator, Examples

As used herein, “Licensee” refers to the signing person and/or the organization this person leagally represents.

As used herin, “Licensor” referes to the manager of the "Orange Management" project and its components.

Usage Agreement

Licensee will receive non-exclusive usage permissions of "Orange Management" and its components without claim to updates, patches, modifications, customizations and fixes.

Licensee understands that the software is provided "as is", without warrenty of any kind, express or implied, including but not limited to the warrenties of merchantability, fitness for a particular purpose and noninfringement. In no event shall the Licensor or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the software or the use or other dealings in the software.

Licensee understands that this Agreement does not include the permission to distribute commercially or non-commercially the "Orange Management" project or any of its components in its original, modified or customized form.

Survival

This Agreement shall govern all communications between the parties. Licensor and Licensee understand that their obligations shall survive the termination of any other relationship between the parties.

Governing Law and Jurisdiction

This Agreement shall be governed exclusively by German law. The courts of Hessen, Germany shall have exclusive jurisdiction.

Entire Agreement

This agreement constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements concerning the Usage Agreement. This agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

***I HAVE READ THE TERMS OF THIS AGREEMENT AND AGREE FULLY WITH THE SAME.***

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Date, Name, Signature (Licensee) Date, Name, Signature (Licensor)