PROJECT]open[

General Terms and Conditions

V1.1

1   Purpose of this Document

This document defines terms and conditions for a number of licenses (Chapter 2, Licenses) and services (Chapter 5, Services) provided by]project-open[to CUSTOMER.

2   Product – License Terms and Conditions

The]project-open[software *product* consists of the list of individually installable and licensable software "packages" listed in detail in Appendix C. Each software package is covered by one of the following licenses:

2.1 License Types

2.1.1 Software Packages under GPL V2 License:

Most packages in the]project-open[Product are covered by the "GNU Public License V2 or Higher". The terms of the GPL V2.0 are defined in http://www.gnu.org/licenses/gpl-2.0.html. Basically, GPL V2 software is free for everybody to use, modify and redistribute.

2.1.2 Software Packages under GPL V3 License:

Some the]po[Product packages are governed by the GPL V3 license.. The terms of the GPL V3 are defined in http://www.gnu.org/copyleft/gpl.html. Basically, GPLed software is free for everybody to use, modify and redistribute.

2.1.3 Software Packages under]po[Free License ("FL"):

Please see Appendix A for the definition of the FL license. Basically, FL'ed software is free for everybody to use and modify. However, redistribution is restricted to]po[partners.

2.1.4 Software Package under]po[Commercial License ("CL"):

The terms of the CL are defined in Appendix B. Basically, CL'ed software is "regular" commercial software in the sense that Customer has to pay for it. However, Customer receives the source-code of the packages together with the right to modify the software for internal use. CLed packages are provided to Customer as part of the Professional and Enterprise Editions of the]po[Product.

2.2 Product Editions

The]po[Product is provided in three *Editions* that differ in terms of the included packages. For more details on the licensing of the packages provided in each Edition please refer to Appendix C.

2.2.1]po[Community Edition (CE)

The]po[*community edition* includes all freely available modules of]po[covering a large variety of processes, including Project Planning, Project Portfolio Management, CRM, Financial Controlling and Timesheet Management. This version is sufficient for small and medium-sized enterprises and available free of charge.

2.2.2]po[Professional Edition (PE)

The]po[*professional edition* contains all packages provided by the]po[Community Editions plus packages that provides Financial Reporting and Data Warehouse Reporting. Typical users of the Professional Edition include service and consulting companies.

2.2.3]po[Enterprise Edition (EE)

The]po[*enterprise edition* is targeted for the use in large enterprises. It contains all Packages provided by the]po[Professional Edition plus packages specifically targeted to Enterprise clients.

2.3 Users and Customer Organization Definitions

Named User: Named Users include any natural person having access to Product. Named Users also include software applications or processes that connect to Product by means of a user name and a password or token. Named Users can be either Internal Users or External Users, as explained further below.

Customer Organization: Customer Organization is the organizational entity (enterprise, business unit, subsidiary, department, team, group of people work group, team) that uses Product to manage its business affairs.

External User: An External User is a Named User who is a natural person and:

a.   Is employed by a customer of the Customer Organization or

b.   Is employed by a provider of the Customer Organization.

Internal User: Any Named User who is not an External User.

2.4 Environments: Production vs. Testing, Backup or Development

Environment: A copy of the]project-open[product together with a Web server, a database and support software on a computer or any other virtual machine. An environment does not include network infrastructure, backup devices or customer related systems (client PC, Web browser etc.).

Production Environment: An Environment used by at least one Named User with data describing a real-world business environment.

Development Environment: An Environment used exclusively by software developers and testers in order to develop modifications or extensions for the Production Environment.

Test Environment: An Environment used exclusively by software developers and tester in order to test the correct operation of modifications to the Production Environment.

Backup Environment: An Environment exclusively used in case of a technical failure in a Production Environment.

Production Data: The data about business affairs contained in the database of the Production Environment.

Testing Data: Testing Data is artificially created by software developers or tester and does not refer to Customer's business affairs.

The databases of the Development, Test and Backup Environments may not contain data about business affairs apart from Production Data. The environment may contain testing data in addition to Production Data. Otherwise the Environment is to be considered a Production Environment.

2.5 Software Versions

]project-open[releases new Product versions from time to time and publishes information about these version on it's Web site.

2.5.1 Stable Version

Stable versions (also called "Final Versions") are officially released versions that went through ALPHA and BETA testing and that considered to be stable and ready for production.

2.5.2 Released Version

Released version can be ALPHA or BETA versions or other releases made on customer request, published on the]po[Web site.

2.5.3 Custom Version

Custom Versions are versions that have been created particular for a customer and that might contain customizations.

2.5.4 Product Version Number

A *Product Version* refers to a specific state of the Product in the]project-open[version control system. Product Versions are labeled with a *Product Version Number* that typically consists of 5 decimal digits separated by full stops (for example "4.0.4.0.2").

3 Service Types

The following terms and conditions apply to all service types that the]project-open[team and it's subcontractors may provide you.

3.1 Installation Services

Installation services refers to system administration activities in order to allow the]project-open[software to perform its purposes in a networked or Internet environment.

The successful installation of the]project-open[Product requires access to a server equipped with a suitable operating system and database. The customer has the obligation to provide a suitable environment and adequate access to Provider.

- A server computer with at a CPU and I/O subsystem suitable to handle the work load planned as part of the a "sizing" process. The server needs to run one of the operating systems supported by]project-open[.
- The]po[team needs to access TCP port 22 (SSH) of the server computer in order to provide services remotely. More complex access methods (VNC, customer specific VPN or the use of specific gateways) need to be agreed upon.

3.2 Configuration Services

Configuration services refers to the introduction of parameters, permissions and master data into a]project-open[environment in order to adapt the behavior to the structure of the Customer's organization.

For a successful configuration, the customer needs to provide reasonable information about his company to]project-open[.

3.3 Customization Services

Customization services refers to the modification and extension of functionality of the]project-open[software in order to adapt it to specific Customer requirements.

The intellectual property of these changes remain with the Provider except specified otherwise due to the open-source nature of]project-open[. CUSTOMER enjoys for the same reason a nonexclusive right to use, modify and redistribute the customized software according to the terms of the software license governing the customized software package (see Appendix C).

3.4 Data Migration or Master Data Import Services

Data migration services refer to activities in order to load/import existing Customer data into]project-open[.

For a successful data migration, the customer needs to provide all data to migrate in a suitable and consistent format (for example XML, CSV or via SQL access). Also,

the]project-open[team needs online access to the existing system and its database when data are to be transferred from a legacy application.

3.5 Installation of Security Patches

Installation of security patches refers to periodic updates of the]po[Product that are relevant to the security and integrity of a production environment.

3.6 Preventive Maintenance Service

Preventive maintenance refers to the tracking of certain system parameters that indicate the need for maintenance before an actual error occurs. Examples include the available space on the hard disk, memory consumption, etc.

3.7 Product Upgrade Service

Product Upgrades refers to upgrading the code of Product running in customer's Production Environment from one Product Version to a higher Product Version.

Minor Upgrades refer to an Upgrade to the next minor version number (the 2nd digit in a Product Version), such as V3.1 -> V3.2.

Major Upgrades refer to an Upgrade to the next major version number (the 1st digit in a Product Version), such as V3.5 -> V4.0.

If the Customer modifies the Product code, Product Upgrades may not function correctly or there may be errors. These errors are not considered to be Product Defects.

3.8 Correction of Errors ("Bug Fixing")

Product Defects are:
   a) defects are clearly identifiable as such and result in a]project-open["Report this Error" screen or
   b) a behavior of Product that deviates in material respects from their functional specifications in the documentation at www.project-open.org.

Product Defect Correction refers to the service to correct Product Defects in the Product reported by Customer. The Incident Severity of Product Defects is determined according to section 3.5.

Supplier is not obliged to correct Product Defects if Customer has modified the Product code.

Errors refer to misbehavior of an environment perceived by users. Errors include Product Defects, but may refer to misbehavior cause by the configuration of the product and other sources.

Feature and *Enhancement* refer to system behavior reported by Customer that is not provided by the Product Version installed at Customer's Production Environment.

Incidents refer to Errors, Features and Enhancements reported by Customer using the Ticket Tracker.

3.9 Recovery Services

Recovery Services refer to the restoration of a production environment from a previous backup. Customer agrees to provide]project-open[with complete backups in order to provide Recovery Services.

3.10 Training Services

Training services refers to training session of senior management, project managers, accounts and system administrators.

For a successful training, it is recommended that Customer provides the parties to be trained with sufficient slack time and reassurance of the value of the training time.

3.11 Consulting Services

Consulting services refer to any consulting services provided by a consulting, including the services above.

4   Service Terms Definitions

4.1 Service and Support Channels

Remote support is provided remotely by phone, email or chat messenger (SKYPE, IRC). When on-site support is required, additional costs for travel and accommodation do apply.

4.2 Service Time

Service Time refers to the amount of time required by]project-open[to react to an incident and to resolve the incident.

Service Time is logged by]project-open[and its agents into a timesheet system with a granularity of ½ hour for every ½ hour started. When Service Time is billable to customer, a detailed list of Service Time is provided to Customer with each invoice.

4.3 Service Hours

Service Hours refers to the business hours of]project-open[during which services are provided as specified below:

8h/5d refers to business hours from 9:00 am to 5:00 pm- from Monday to Friday, except the bank holidays in Barcelona, Spain.

12h/6d refers to business hours from 9:00 am to 9:00 pm from Monday to Saturday, except for New Year's Day (1.1), Good Friday (Easter Sunday-2d), Easter Monday (Easter Sunday+1d), Labour Day (1.5.), Ascension Day (Easter Sunday+39d), Whit Monday (Easter Sunday+50d), Christmas day (25.12) and St. Stephen's Day (26.12).

4.4 Reaction Time

Reaction Time refers to the time span starting after Customer has issued an incident in the]project-open[Ticket Tracker (defined in section Incident Reporting below) and the start of service activities by]project-open[.

4.5 Solution Time

Solution Time refers to the time span from the start of service activities until the restoration of the proper operation of the Environment.

4.6 Incident Severity

Incidents are classified according to their impact on the Customer Organization:

- *Job Stopper Errors* or *Job Stoppers*: A Job Stoppers prevents a majority of the user of a system to perform their daily operations.
- *Serious Errors*: Serious Errors affect the ability of individual users to perform daily operations while other parts of the system are still available.
- *Minor Errors*: Minor Errors are errors that do not affect essential functionality of the system.

5   Service Billing

5.1 Pay as you go (PAYG)

PAYG service is requested and provided ad-hoc. PAYG is based on the availability of a support engineer. The minimum purchase is one hour. Time not used expires 30 days after the provision of the first support unit.

5.2 Prepaid support

Prepaid support refers to a package of support hours purchased at a certain moment. Pre-paid hours will expire one year after purchase.

5.3 Subscription based support

Subscription based support guarantees fixed response times as defined in a separate Service Agreement.

6 Payment Conditions

]project-open[will issues invoices for Licenses and Services as agreed together with the service specification.

Customer agrees to provide appropriate payment for the invoices issued by Provider. A delay of more then 30 days in payment beyond the invoice due date automatically leads to a suspension of services by Provider.

7 Travel and Accommodation

]project-open[will invoice travel costs to the customer, as agreed in a separate document.

Travelling consultants will receive allowances of €100 per consultant and night abroad. If travel time exceeds 4 hours, total travel time is billed based on the hourly consulting rate agreed. However, no more than one consulting day is charged for each single trip.

8 Performances by the Customer

The successful delivery of services depends on the collaboration with the customer. Therefore Provider will expect certain performances by the Customer:

8.1 Decisions

This quotation is conditional upon the active participation of the Customer. The planned schedule requires that outstanding decisions should be taken quickly and finally and the available capacities and decision-making structures should be in place on the part of the Customer.

8.2 Access

]project-open[is dependent on diverse information and freedom of action within the Customer's infrastructure during the specified time for the successful implementation of the project. This includes the description and definition of necessary interfaces, knowledge of the infrastructure, acquaintance with and access to responsible contact partners and access to the necessary internal interfaces.

This quotation is based on the assumption that these basic requirements will be available in a form expedient for the project with respect to scope and time.

8.3 Incident Reporting

Depending on service contracted,]po[will provide Customer with self-service access to a *Ticket Tracker* application at http://www.project-open.org/ in order to allow Customer to enter service requests.

The Reaction Time service level parameter starts when an incident has been logged in the Ticket Tracker. Incidents from other channels such as email or telephone first need to be entered into the Ticket Tracker.

It is important that Customer provides Supplier with all necessary information in order to reproduce the incident. Required information includes the incident's URL, the active user, passwords necessary to access the Customer's system, a contact person on the Customer's side etc. Irreproducible incidents are not considered relevant for service level metrics.

8.4 Active Collaboration

The customer's employees, subcontractors and other collaborators are key members of the project team and will need to collaborate efficiently and timely in order to ensure the success of the project. In particular, qualified personal should be available to operate local machines in the case of resolving issues via remote maintenance.

9   Performances by the Customer in Case of Service Contracts

The following performances of Customer refer to hosting and service contracts where]po[accepts the responsibility to run and maintain the Production Environment.

9.1 No Interference with Operation of System

Customer agrees not to maliciously or intentionally interfere with the proper operation of the Production Environment and to adhere to industry best practices for maintaining the]project-open[system.

9.2 Backup

Customer agrees to perform regular backups on backup medium suitable for recovery. It is customer's obligation to assure the completeness, security and consistency of backup data. The operation of backup procedures is not included in the offered services, unless otherwise explicitly stated.

9.3 Security

Supplier takes reasonable measures to maintain the privacy and integrity of the data stored in a]project-open[Production Environment. However, Customer acknowledges that 100% security cannot be guaranteed in Internet systems.]project-open[cannot be held responsible for breaches in the system security, in any form.

9.4 Administrative Access

If needed, customer provides]project-open["root" access to the operating system and web access to the Production Environment over the Internet in order to perform Services.

10 Liability

]project-open[will be liable for direct and indirect damage or other harm to property caused by its work at the Customer, the Customer's contractual partners or third parties if such damage is caused intentionally or by gross negligence. Further liability is excluded.]project-open['s maximum liability will not exceed the fee paid by Customer to]project open[under this Agreement.

]project-open[will not be liable for lack of economic success, lost profits, or for failure of cost reductions to materialize.]project-open[shall not under any circumstances be liable for the replacement of data (in the case of data loss due to a system crash, user errors etc.). Neither party shall be liable for any delay or failure resulting directly or indirectly from force majeure or any causes beyond the reasonable control of the parties.

11 Imprint and Publication

Customer will allow]project-open[the use of the project as a customer reference in its company presentations. Customer will be given the opportunity to participate in suitable form in the imprint and in the HTML source code.

12 Changes in Preconditions

The Customer will be able to react to changes in underlying conditions through "change requests" in all project phases. In this case the Contractor will submit an amended or additional quotation that takes the "change request" into account. A change request may affect the scope of performance, costs and time schedule of the realization and the concept phase.

If the Contractor ascertains that preconditions for which the Contractor is not responsible but which are important for the success of the project do not prevail, the Customer must be informed about this without delay. If changes in the preconditions make the performance of the service by]project-open[impossible in respect of the scope of performance, costs or completion date the Customer and Contractor will agree on the further procedure on a fair basis.

Postponement of work performances that are not to be provided by the Contractor or which are caused by a larger number of correction stages or coordination processes than are assumed in this quotation, will result in a postponement of the work performances of the Contractor by an equivalent period of time. In this case the same procedure will be applied as in the case of a change request. This quotation is drawn up on the basis of a project specification and not on the basis of a detailed concept as is usual. This results in greater uncertainty for the Contractor since the work performances are not described individually in detail. Should it emerge that this results in substantial differences from the described requirements both parties will attempt to find a fair solution for the further procedure.

13 Validity of Quotations

Quotations shall be valid for a period of 1 week. After this period, the quotation is valid for another 4 weeks, delaying all specified deadlines for the time passed since the initial quotation.

14 General

This Agreement shall be governed by and interpreted in accordance with laws of Spain and the parties hereby submit to the jurisdiction of the Barcelona Courts.

We look forward to a successful cooperation.

15 Appendix A:]project-open["Free License" (FL)

15.1 What is FL?

FLed code is "commercial software", but with a fixed license fee of €0. It allows you to use and modify the software for your internal purposes but restricts your right to redistribute the software. You need to become a "Partner" in order to redistribute the code to customers.

15.2 License Terms

"We," "us," and "our" refers to]project-open[. "You" and "your" refers to the individual or entity that wishes to use the programs from]project-open[. "Programs" refers to the]project-open[software product you wish to download and use and program documentation. "License" refers to your right to use the programs under the terms of this agreement. This agreement is governed by the substantive and procedural laws of Spain. You and]project-open[agree to submit to the exclusive jurisdiction of, and venue in, the courts of Barcelona in any dispute arising out of or relating to this agreement.

We are willing to license the programs to you only upon the condition that you accept all of the terms contained in this agreement. Read the terms carefully. Downloading the software will imply that you accept this terms. If you are not willing to be bound by these terms, please do not download any software from this site.

15.3 License Rights

This agreement grants you a nonexclusive, nontransferable limited license to use and to modify the program. If you want to redistribute or otherwise publish the program or its parts then you must contact us, or an]project-open[reseller, to obtain the appropriate license. We may audit your use of the programs.

15.4 Ownership and Restrictions

We retain all ownership and intellectual property rights in the programs.

You may not:
-    remove or modify any program markings or any notice of our proprietary rights;
-    make the programs available in any manner to any third party;
-    use the programs to provide third party training or hosting;
-    assign this agreement or give or transfer the programs or an interest in them to another individual or entity

or,

-    use any]project-open[name, trademark or logo.

15.5 Disclaimer of Warranty and Exclusive Remedies

THE PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE FURTHER DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. $1,000).

15.6 No Technical Support

Our technical support organization will not provide technical support, phone support, or updates to you for the programs licensed under this agreement. You have to close a support contract in order to receive these services.

15.7 End of Agreement

You may terminate this agreement by destroying all copies of the programs. We have the right to terminate your right to use the programs if you fail to comply with any of the terms of this agreement, in which case you shall destroy all copies of the programs.

15.8 Relationship Between the Parties

The relationship between you and us is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software.

15.9 Open Source

"Open Source" software - software available without charge for use, modification and distribution - is often licensed under terms that require the user to make the user's modifications to the Open Source software or any software that the user 'combines' with the Open Source software freely available in source code form. If you use Open Source software in conjunction with the programs, you must ensure that your use does not: (i) create, or purport to create, obligations of us with respect to the]project-open[programs; or (ii) grant, or purport to grant, to any third party any rights to or immunities under our intellectual property or proprietary rights in the]project-open[

programs. For example, you may not develop a software program using an]project-open[program and an Open Source program where such use results in a program file(s) that contains code from both the]project-open[program and the Open Source program (including without limitation libraries) if the Open Source program is licensed under a license that requires any "modifications" be made freely available. You also may not combine the]project-open[program with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the]project-open[program or any modifications thereto to become subject to the terms of the GPL.

15.10 Entire Agreement

You agree that this agreement is the complete agreement for the programs and licenses, and this agreement supersedes all prior or contemporaneous agreements or representations. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.

16 Appendix B:]project-open["Commercial License" (CL)

16.1 What is the "Commercial License"

For the exact wording of this license please see below. Basically, this license allows you to use and modify the software for your internal purposes, while it restricts you right to redistribute the software and your modifications to it.

16.2 License Terms

"We," "us," and "our" refers to]project-open[. "You" and "your" refers to the individual or entity that wishes to use the programs from]project-open[. "Programs" refers to the]project-open[software product you wish to download and use and program documentation. "License" refers to your right to use the programs under the terms of this agreement. This agreement is governed by the substantive and procedural laws of Spain. You and]project-open[agree to submit to the exclusive jurisdiction of, and venue in, the courts of Barcelona in any dispute arising out of or relating to this agreement.

We are willing to license the programs to you only upon the condition that you accept all of the terms contained in this agreement. Read the terms carefully. Downloading the software will imply that you accept this terms. If you are not willing to be bound by these terms, please do not download any software from this site.

16.3 License Rights

This agreement grants you a nonexclusive, nontransferable limited license to use and to modify the program. If you want to redistribute or otherwise publish the program or its parts then you must contact us, or an]project-open[reseller, to obtain the appropriate license. We may audit your use of the programs.

16.4 Ownership and Restrictions

We retain all ownership and intellectual property rights in the programs.

You may not:

- remove or modify any program markings or any notice of our proprietary rights;
- make the programs available in any manner to any third party;
- use the programs to provide third party training or hosting;
- assign this agreement or give or transfer the programs or an interest in them to another individual or entity

or,

- use any]project-open[name, trademark or logo.

16.5 Disclaimer of Warranty and Exclusive Remedies

THE PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE FURTHER DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. $1,000).

16.6 No Technical Support

Our technical support organization will not provide technical support, phone support, or updates to you for the programs licensed under this agreement. You have to close a support contract in order to receive these services.

16.7 End of Agreement

You may terminate this agreement by destroying all copies of the programs. We have the right to terminate your right to use the programs if you fail to comply with any of the terms of this agreement, in which case you shall destroy all copies of the programs.

16.8 Relationship Between the Parties

The relationship between you and us is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software.

16.9 Open Source

"Open Source" software - software available without charge for use, modification and distribution - is often licensed under terms that require the user to make the user's modifications to the Open Source software or any software that the user 'combines' with the Open Source software freely available in source code form. If you use Open Source software in conjunction with the programs, you must ensure that your use does not: (i) create, or purport to create, obligations of us with respect to the]project-open[programs; or (ii) grant, or purport to grant, to any third party any rights to or immunities under our intellectual property or proprietary rights in the]project-open[

programs. For example, you may not develop a software program using an]project-open[program and an Open Source program where such use results in a program file(s) that contains code from both the]project-open[program and the Open Source program (including without limitation libraries) if the Open Source program is licensed under a license that requires any "modifications" be made freely available. You also may not combine the]project-open[program with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the]project-open[program or any modifications thereto to become subject to the terms of the GPL.

16.10 Entire Agreement

You agree that this agreement is the complete agreement for the programs and licenses, and this agreement supersedes all prior or contemporaneous agreements or representations. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.

17 Appendix C: Product Packages and Modules

The]project-open[Product consists of the list of individually installable and licensable software "packages" below. Please note that not all of these packages may have been licensed to Customer.

A]project-open[Module refers to one or more packages from this list. The following Modules have been defined:

- Project Management / Core
- ITSM
- Business Intelligence & Reporting
- Collaboration & Knowledge Management
- Finance
- HR
- CRM

The]project-open[Product is available in three Editions:

- Community Edition (CE)
- Professional Edition (PE)
- Enterprise Edition (EE)

]po[Editions are cumulative, meaning that:

- Packages contained in the Community Edition are also included in the Professional Edition and Enterprise Edition
- Packages contained in the Professional Edition are also included in the Enterprise Edition.

The following table contains a mapping of Packages to Modules and Editions.

Module: Project Management / Core
Description: Provides core Project Management and
                                             Timesheet features

Packages:		
intranet-core	GPL V2.0 or any later version	CE
intranet-timesheet2	GPL V2.0 or any later version	CE
intranet-spam	GPL V2.0 or any later version	CE
intranet-dynfield	GPL V2.0 or any later version	CE
sencha-extjs-v421	GPL V2.0 or any later version	CE
senchatouch-v211	GPL V2.0 or any later version	CE
senchatouch-v231a	GPL V2.0 or any later version	CE
intranet-html2pdf	GPL V2.0 or any later version	CE
intranet-procedures	GPL V2.0 or any later version	CE
intranet-openoffice	GPL V2.0 or any later version	CE
intranet-baseline	]project-open[Free License (FL)	CE
intranet-csv-import	]project-open[Free License (FL)	CE
intranet-milestone	]project-open[Free License (FL)	CE
intranet-resource-management	]project-open[Free License (FL)	CE
intranet-rest	]project-open[Free License (FL)	CE
intranet-riskmanagement	]project-open[Free License (FL)	CE
intranet-rule-engine	]project-open[Free License (FL)	CE
intranet-portfolio-management	]project-open[Free License (FL)	CE
Intranet-planning	]project-open[Free License (FL)	CE
sencha-core	]project-open[Free License (FL)	CE
intranet-scrum	]project-open[Free License (FL)	CE

intranet-timesheet2-task-popup	]project-open[Free License (FL)	CE
intranet-timesheet2-tasks	]project-open[Free License (FL)	CE
intranet-timesheet2-workflow	]project-open[Free License (FL)	CE
intranet-security-update-client	]project-open[Free License (FL)	CE
intranet-security-update-server	]project-open[Free License (FL)	CE
intranet-sencha	]project-open[Free License (FL)	CE
intranet-sysconfig	]project-open[Free License (FL)	CE
intranet-update-client	]project-open[Free License (FL)	CE
intranet-update-server	]project-open[Free License (FL)	CE
intranet-xmlrpc	]project-open[Free License (FL)	CE
intranet-amberjack	]project-open[Free License (FL)	CE
intranet-cvs-integration	]project-open[Free License (FL)	CE
intranet-ganttproject	]project-open[Free License (FL)	CE
intranet-otp		
Provides one-time passwords to users in order to improve security measures in scenarios where public access to the system is required.	]project-open[Commercial License (CL)	EE
intranet-ophelia	]project-open[Commercial License (CL)	PE
Intranet-audit	]project-open[Commercial License (CL)	EE

Module:]po[ITSM Module
Description: Offers ITSM related features and functionalities including Helpdesk, Bug Tracker, Configuration Mgmt, Nagios Integration and Release Management

Packages:		
intranet-helpdesk	]project-open[Free License (FL)	CE
Intranet-sla-management	]project-open[Free License (FL)	CE
intranet-bug-tracker	]project-open[Free License (FL)	CE
intranet-big-brother	]project-open[Free License (FL)	CE
Intranet-confdb	]project-open[Free License (FL)	CE
intranet-nagios	]project-open[Free License (FL)	CE
intranet-otrs-integration	]project-open[Free License (FL)	CE
intranet-release-mgmt	]project-open[Commercial License (CL)	CE

Module: Business Intelligence & Reporting
Description: Offers more than 20 Financial Reports to support Financial Control and Financial Planning. Provides a dashboard feature for upper management with graphical representation of KPI's and other data.

Packages:		
intranet-reporting	]project-open[Free License (FL)	CE
intranet-reporting-indicators	]project-open[Free License (FL)	CE
intranet-reporting-tutorial	]project-open[Free License (FL)	CE
intranet-dw-light	]project-open[Free License (FL)	CE
intranet-sql-selectors	]project-open[Free License (FL)	CE
intranet-reporting-cubes		
Provides OLAP Data cubes for Financial, Timesheet and Survey data.	]project-open[Commercial License (CL)	PE
intranet-reporting-finance	]project-open[Commercial License (CL)	PE
intranet-reporting-dashboard	]project-open[Commercial License (CL)	EE

Module: Collaboration & Knowledge Management
Description: Provides features such as Forum, Wiki, File Storage, Workflow, Search, Calendar, Surveys,

Full Text Search, etc.

Packages:

mail-tracking	GPL V2.0 or any later version	CE
intranet-mail-import	GPL V2.0 or any later version	CE
intranet-rss-reader	]project-open[Free License (FL)	CE
intranet-simple-survey	]project-open[Free License (FL)	CE
intranet-wiki	]project-open[Free License (FL)	CE
intranet-workflow	]project-open[Free License (FL)	CE
intranet-search-pg	]project-open[Free License (FL)	CE
intranet-search-pg-files	]project-open[Free License (FL)	CE
intranet-security-update-client	]project-open[Free License (FL)	CE
intranet-reporting-openoffice	]project-open[Free License (FL)	CE
intranet-filestorage	]project-open[Free License (FL)	CE
intranet-calendar	]project-open[Free License (FL)	CE
intranet-forum	]project-open[Free License (FL)	CE
intranet-navision	]project-open[Free License (FL)	CE
intranet-sharepoint	]project-open[Free License (FL)	CE
intranet-notes	]project-open[Free License (FL)	CE

Module: Finance
Description: General corporate financial management services
Packages:

intranet-cost	]project-open[Free License (FL)	CE
intranet-exchange-rate	]project-open[Free License (FL)	CE
intranet-expenses	]project-open[Free License (FL)	CE
intranet-material	]project-open[Free License (FL)	CE
intranet-invoices	]project-open[Free License (FL)	CE
intranet-expenses-workflow	]project-open[Free License (FL)	CE
intranet-invoices-templates	]project-open[Free License (FL)	CE
Intranet-payments	]project-open[Free License (FL)	CE
intranet-timesheet2-invoices	]project-open[Free License (FL)	CE
intranet-ubl	]project-open[Free License (FL)	CE
intranet-cost-audit	]project-open[Commercial License (CL)	EE
intranet-cost-center	]project-open[Commercial License (CL)	EE

Module: HR
Description: General corporate financial management services
Packages:

intranet-hr	GPL V2.0 or any later version	CE
intranet-freelance	]project-open[Free License (FL)	CE
intranet-calendar-holidays	]project-open[Free License (FL)	CE
intranet-overtime	]project-open[Free License (FL)	CE

Module:]po[CRM
Description: Provides features for CRM
Packages:

intranet-crm	]project-open[Free License (FL)	CE
intranet-crm-tracking	]project-open[Free License (FL)	CE
intranet-sugarcrm	]project-open[Free License (FL)	CE

Module:]po[Translation
Solutions: Translation
Description: Provides features to manage Translation
Freelancers
Provides an auction platform for translation
projects

	Provides additional Finance Reports specific to the Translation Industry	
Packages:		
intranet-trans-invoices	]project-open[Free License (FL)	CE
intranet-translation	]project-open[Free License (FL)	CE
intranet-trans-project-wizard	]project-open[Free License (FL)	CE
intranet-freelance-rfqs	]project-open[Commercial License (CL)	PE
intranet-freelance	]project-open[Commercial License (CL)	PE
Intranet-freelance-invoices	]project-open[Commercial License (CL)	PE
Intranet-freelance-translation	]project-open[Commercial License (CL)	PE
Intranet-reporting-translation	]project-open[Commercial License (CL)	PE
intranet-trans-quality	]project-open[Commercial License (CL)	PE

Module: OpenACS Core		
Description:	This Community & Collaboration framework is the base of]po[. The code is maintained by the OpenACS community. For more details please see: www.openacs.org	
Packages:		
acs-admin	GPL V2.0 or any later version	CE
acs-api-browser	GPL V2.0 or any later version	CE
acs-authentication	GPL V2.0 or any later version	CE
acs-automated-testing	GPL V2.0 or any later version	CE
acs-bootstrap-installer	GPL V2.0 or any later version	CE
acs-content-repository	GPL V2.0 or any later version	CE
acs-core-docs	GPL V2.0 or any later version	CE
acs-datetime	GPL V2.0 or any later version	CE
acs-developer-support	GPL V2.0 or any later version	CE
acs-events	GPL V2.0 or any later version	CE
acs-kernel	GPL V2.0 or any later version	CE
acs-lang	GPL V2.0 or any later version	CE
acs-mail	GPL V2.0 or any later version	CE
acs-mail-lite	GPL V2.0 or any later version	CE
acs-messaging	GPL V2.0 or any later version	CE
acs-reference	GPL V2.0 or any later version	CE
acs-tcl	GPL V2.0 or any later version	CE
acs-service-contract	GPL V2.0 or any later version	CE
acs-subsite	GPL V2.0 or any later version	CE
acs-templating	GPL V2.0 or any later version	CE
acs-translations	GPL V2.0 or any later version	CE
acs-workflow	GPL V2.0 or any later version	CE
attachments	GPL V2.0 or any later version	CE
auth-ldap	GPL V2.0 or any later version	CE
auth-ldap-adldapsearch	GPL V2.0 or any later version	CE
batch-importer	GPL V2.0 or any later version	CE
bug-tracker	GPL V2.0 or any later version	CE
bulk-mail	GPL V2.0 or any later version	CE
calendar	GPL V2.0 or any later version	CE
categories	GPL V2.0 or any later version	CE
Chat	GPL V2.0 or any later version	CE
cms	GPL V2.0 or any later version	CE
contacts	GPL V2.0 or any later version	CE
diagram	GPL V2.0 or any later version	CE
ecommerce	GPL V2.0 or any later version	CE
events	GPL V2.0 or any later version	CE
file-storage	GPL V2.0 or any later version	CE
general-comments	GPL V2.0 or any later version	CE
ref-countries	GPL V2.0 or any later version	CE
ref-itu	GPL V2.0 or any later version	CE
ref-language	GPL V2.0 or any later version	CE

ref-timezones	GPL V2.0 or any later version	CE
ref-us-counties	GPL V2.0 or any later version	CE
ref-us-states	GPL V2.0 or any later version	CE
ref-us-zipcodes	GPL V2.0 or any later version	CE
rss-support	GPL V2.0 or any later version	CE
oacs-dav	GPL V2.0 or any later version	CE
search	GPL V2.0 or any later version	CE
simple-survey	GPL V2.0 or any later version	CE
trackback	GPL V2.0 or any later version	CE
wiki	GPL V2.0 or any later version	CE
workflow	GPL V2.0 or any later version	CE
xml-rpc	GPL V2.0 or any later version	CE
xotcl-core	GPL V2.0 or any later version	CE
xowiki	GPL V2.0 or any later version	CE
lars-blogger	GPL V2.0 or any later version	CE
Notifications	GPL V2.0 or any later version	CE

Other Packages that are either not yet officially supported or deprecated:

Packages:

intranet-earned-value-management	]project-open[Free License (FL)
intranet-events	]project-open[Free License (FL)
Intranet-employee-evaluation	]project-open[Free License (FL)
intranet-funambol	]project-open[Free License (FL)
intranet-gtd-dashboard	]project-open[Free License (FL)
intranet-idea-management	]project-open[Free License (FL)
intranet-mylyn	]project-open[Free License (FL)
intranet-pdf-htmldoc	]project-open[Free License (FL)
intranet-sencha-ticket-tracker	]project-open[Free License (FL)
intranet-soap-lite-server	]project-open[Free License (FL)
intranet-spam	]project-open[Free License (FL)
intranet-timesheet-reminders	]project-open[Free License (FL)
intranet-tinytm	]project-open[Free License (FL)
intranet-touch-timesheet	]project-open[Free License (FL)
intranet-trans-invoice-authorization	]project-open[Free License (FL)