

# Citavi

## End User License Agreement

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

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

Swiss Academic Software has developed the software Citavi for reference management and knowledge organization and offers it as **Citavi Free** for use at no charge and as **Citavi Reader**, **Citavi Pro**, and **Citavi Team** for use in exchange for payment.

### 1. Definitions

- 1.1. **Computer** means a desktop or portable computer (such as a notebook or netbook) capable of running the Software.
- 1.2. **Server** means a computer which shares resources, such as files and applications, for multiple users to access, generally simultaneously.
- 1.3. **Software** means the contents of all files provided via electronic download, physical media (such as CD-ROM or USB flash drive). This includes the Citavi application files; Picker extensions for third-party applications; upgrade and update files; citation styles; “transformers” for online search, import, and export ; macros; license key files; documentation; promotional and training materials; and any other files Swiss Academic Software may provide.
- 1.4. **Update** means a new version of the software that adds minor new features and/or corrects errors in the program. Updates increment minor digits of the version number.
- 1.5. **Upgrade** means a new version of the software that changes the feature set. Upgrades increment the major digit of the version number.
- 1.6. **Solo project** means a project file that can only be edited and saved by a single user. It cannot be edited by multiple users at the same time.

- 1.7. **Team project** means a project file that can be edited by multiple users at the same time and can contain changes made by multiple users.
- 1.8. **Reference** means a single entry in a Citavi project, such as a book or journal article.
- 1.9. **Personalized License Key** means the data provided to unlock the full capabilities of the Citavi Reader, Citavi Pro, or Citavi Team software, comprising the user name, organization name, license key code, and for Site Licenses an expiration date.
- 1.10. **License Key File** means a file used to unlock Citavi Team on a Server, or to unlock Citavi Reader, Citavi Pro, or Citavi Team with a software distribution system.
- 1.11. **Citation Style** means a file containing the definition of the citation guidelines of a style guide, publisher, or journal for use in Citavi. These are generally provided for download through the Citavi application.
- 1.12. **Transformer** means a file containing the specifications of a file format, so that Citavi can import and export that format. These are generally provided for download through the Citavi application.
- 1.13. **Macro** means a set of instructions for Citavi, generally used to automate a process or achieve a function not possible through ordinary operation. These are generally provided by Citavi technical support.
- 1.14. **Use** means to install or run the Software or access any of the materials listed above.
- 1.15. **Site License** means a rental agreement for the Software, allowing the other party to make the Software available to specific groups of users.

## 2. **Applicability**

Any general terms and conditions of the user shall not apply. Swiss Academic Software explicitly excludes their application, except as may be agreed upon in writing.

## 3. **Software License**

- 3.1. This is a limited, nonexclusive license.
- 3.2. This license is valid indefinitely (without an expiration date), unless it was provided under a Site License, in which case the license is valid until the expiration date in the License Key.
- 3.3. Updates and Upgrades
  - 3.3.1. For licenses without expiration dates, the license entitles you to free Updates.

- 3.3.2. For licenses with expiration dates, the license entitles you to free Upgrades and Updates until the expiration date.
- 3.4. This license can be terminated by Swiss Academic Software for good cause. The license can also be terminated by either party, or if the license period ends.
- 3.5. Upgrades to the Software may be licensed with different or additional terms.
- 3.6. Citavi Free, Citavi Reader, Citavi Pro, and Citavi Team differ in their feature sets:
- 3.6.1. **Citavi Free** allows you to:
- Create and edit Solo Projects with up to 100 References
  - View Solo Projects of any size
  - Create, edit, and view Team Projects with up to 100 References
- 3.6.2. **Citavi Reader** includes all the features of Citavi Free and adds the ability to view Team Projects of any size. Citavi Reader allows you to:
- Create and edit Solo Projects with up to 100 References
  - View Solo Projects of any size
  - Create and edit Team Projects with up to 100 References
  - View Team Projects of any size
- 3.6.3. **Citavi Pro** includes all the features of Citavi Reader and adds the ability to create and edit Solo Projects of any size. Citavi Pro allows you to:
- Create, edit, and view Solo Projects of any size
  - Create and edit Team Projects with up to 100 References
  - View Team Projects of any size
- 3.6.4. **Citavi Team** includes all the features of Citavi Pro and adds the ability to create and edit Team Projects of any size. Citavi Team allows you to:
- Create, edit, and view Solo Projects of any size
  - Create, edit, and view Team Projects of any size
- 3.7. **Permitted Uses of Citavi Free**  
You may use Citavi Free on any number of computers.
- 3.8. **Permitted Use of Citavi Reader, Citavi Pro, and Citavi Team**
- 3.8.1. This license allows you to enter your Personalized License Key to use the Software on either:
- a) Up to *two* computers,  
OR  
b) *One* computer and *one* USB flash drive (or other portable external storage device).
- To use Citavi Reader, Citavi Pro, or Citavi Team on additional computers or portable storage devices, or to allow additional users to use the Software, you must purchase additional licenses.

- 3.8.2. Only Citavi Team or Citavi Reader may be installed on a Server. For each user who will use Citavi Team or Citavi Reader on the Server, you must acquire a license for Citavi Team or Citavi Reader. Upon request, we will provide you with a License Key File to unlock Citavi Team or Citavi Reader for your users.  
Personalized License Keys for Citavi Pro may not be used to unlock Citavi on a Server.
- 3.8.3. As defined in the Site License contract, organizations that acquire a Site License may use the Software on all Computers and Servers that they own or control.
- 3.8.4. You may not reproduce or distribute License Keys.

## **4. Privacy**

- 4.1. You acknowledge that the Software connects to the servers of the information providers you select, in order to perform searches and download data, such as metadata, call numbers, cover art, and full texts.
- 4.2. You acknowledge that the Software connects to our servers for the following purposes:
  - a) To check for updates to the Software.
  - b) To re-route search queries to an information provider when a direct connection fails, and to receive the results from such queries.Your search queries and results are only retained for as long as is technically necessary to provide the results to you. They are never permanently saved or used for any other purpose.
- 4.3. You acknowledge that we must collect some personally identifiable information in order to issue a Personalized License Key. Your information will not be shared with any third parties under any circumstances, except with law enforcement officials as required by law, or as you explicitly request. We may communicate with you proactively in matters regarding your license, but will not use your information for advertising or other purposes, except as you explicitly request. This personally identifiable information comprises:
  - a) The user's given and last names
  - b) The user's e-mail address
  - c) The user's postal address if provided while ordering
- 4.4. Additional information about our privacy policy is available at [www.citavi.com/privacy](http://www.citavi.com/privacy).

## 5. Restrictions

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

## 6. Transfer

- 6.1. For licenses **with** an expiration date: You may not give away, gift, rent, lease, sublicense, assign, or otherwise transfer your rights to the Software or Personalized License Key.
- 6.2. For licenses **without** an expiration date: You may not give away, gift, rent, lease, sublicense, assign, or otherwise transfer your rights to the Software or Personalized License Key, except as provided for by our official License Transfer process you may initiate upon request at [www.citavi.com/license-transfer](http://www.citavi.com/license-transfer). If your license is transferred to another party using the License Transfer process, immediately upon receiving confirmation of the completed License Transfer, you must cease using the Software and must remove all copies of the Software, including backups you may have created. The receiving party must accept all the terms and conditions of this agreement and any other terms and conditions under which the license was obtained. We reserve the right to refuse the transfer of the license if there is suspicion of abuse, for example if you try to transfer the same license to multiple persons.

## **7. Ownership and Rights**

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

## **8. Warranty**

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

## **9. Limitation of Liability**

- 9.1. You acknowledge that due to the multitude of combinations of hardware and operating systems, the Software cannot work fully and flawlessly on all system configurations. For this reason, we provide remedies in the form of regular Updates at no cost.
- 9.2. The liability of Swiss Academic Software, including its employees and agents, is fundamentally limited to malicious intent and gross negligence. Swiss Academic Software accepts no liability for loss due to malfunction, failure, or limitation of performance, if caused by the user. For breaches of material contractual obligations on the part of Swiss Academic Software, whose compliance is essential for due performance of the contract, a violation of which prevents fulfillment of the purpose of the contract, and on the adherence to which the buyer may rely as a matter of course, then Swiss Academic Software may be liable even in cases of ordinary negligence.

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

## **10. Governing Law**

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

## **11. Survival**

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

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