

Open Content License Terms

of the **Gesellschaft für Technische Kommunikation – tekomp e.V.**
(hereinafter: "tekomp")

for the granting of usage rights to the

tekomp Guideline "Rule-Based Writing – English for Non-Native Writers"
(hereinafter: "tekomp Publication")

The license terms govern which legal requirements are applicable to the contractual relationship between tekomp and users with regard to the utilization of the tekomp publication for a fee.

1. Subject Matter of Contract

The user (hereinafter: "**Licensee**") is granted, upon full payment of the agreed fee, certain usage rights listed under item 4 below, to the tekomp publication and the property in a copy of the tekomp publication sent to the licensee online as a PDF version.

2. Validity of the Conditions

tekomp renders its promised services solely on the basis of these license terms. The license terms exclusively apply. tekomp does not recognize any deviating contract conditions of the licensee unless expressly agreed to by tekomp in writing. These license terms apply even if tekomp renders their services without reservation with the knowledge of conflicting contract conditions of the licensee or those that deviate from these license terms without expressly objecting to the deviating contract conditions.

3. Conclusion of the License Agreement

(1) By submitting the order form available from the tekomp web portal at www.tekom.eu online, by fax or letter or by sending an order email to tekomp, the licensee submits an offer for the conclusion of the license agreement. The requirement for an effective offer by the licensee is the acceptance of these license terms by the licensee. The acceptance is declared either by checking the respective box on the order form or by communication of the acceptance by email upon receipt of an acknowledgment by tekomp.

(2) tekomp accepts this offer by sending the PDF file.

4. Usage Rights

(1) The licensee acquires the right of use after full payment of the agreed fee, unrestricted as to either locality or time, of the tekomp publication as follows: The licensee is granted the right to reproduce and distribute the tekomp publication – whether in printed or digital form, online or offline – within the licensee’s company (at all locations and subsidiaries) for the purpose of in-house utilization by employees or co-workers. Public access is permitted only on company internal networks, e.g. company internal Intranet. The licensee is permitted to cite and recommend the tekomp publication – including full mention of individual chapters – during lectures and presentations. Apart from these exceptions, the reproduction and distribution of adaptations is not permitted.

(2) The usage rights acquired through the license may not be transferred to third parties (e.g. subcontractors, customers, etc.). Third parties may only acquire the usage rights directly from tekomp by entering into this license agreement. The licensee (e.g. service providers and consultants) is permitted to recommend the use of the tekomp publication to his clients. If the customer requests a copy of the tekomp publication, then he can procure same for use directly from tekomp or have it procured by the service provider as a representative by specifying the information of the potential licensee.

5. Other Obligations

(1) For in-house reproduction and distribution of the tekomp publication, a copy of these license terms must be attached or the following Internet address specified under which the license text is permanently available: www.tekom.eu/publications/download.

(2) References to the validity of these license terms and copyright notices must not be modified or deleted.

(3) The tekomp publication must always be cited as follows: Rule-Based Writing – English for Non-Native Writers. The latest version must always be specified.

6. Fee

(1) The licensee is obligated to pay the agreed fee. The fee corresponds to the prices mentioned on the tekomp web portal on the tekomp.de website at the time of entering into the license agreement.

(2) Non-members and non-paying members will receive the tekomp publication only upon advance payment. Members will be invoiced.

(3) The fee is due within 14 days after invoice date.

(4) In case of late payment, the statutory rules apply.

7. Termination

Any violation of the obligations arising from these license terms entitles tekcom to terminate the license agreement exceptionally without notice. Prior to exercising the right of termination, the licensee must be warned and requested to immediately remedy the contract violation after setting an adequate grace period. All usage rights of the licensee will lapse upon the exceptional termination without notice.

8. Liability for Defects and Other Liability

(1) The statutory rules will apply.

(2) Contributory negligence of the licensee as a result of inadequate cooperation, delayed reporting of damages or other reasons will be attributed to the licensee.

(3) The licensee is obligated, immediately after obtaining knowledge of any violation in the sense of the preceding regulations, to notify tekcom in writing with acknowledgement by tekcom to ensure that tekcom is informed as early as possible and, if required, can take measures to minimize damages together with the licensee.

(4) Any violation of these obligations to cooperate may lead to a reduction or exclusion of any claims.

9. Final Clause

(1) The contract between the licensee and tekcom as well as the entire legal relationship is subject to the laws of the Federal Republic of Germany, excluding the provisions of international civil law.

(2) The place of jurisdiction for all disputes arising from or in connection with this agreement, insofar as the customer is a registered trader in accordance with § 38 of the German Code of Civil Procedure (ZPO), is Stuttgart.

(3) Any agreements between tekcom and the licensee deviating from these license terms come into effect only if they have been made in writing or in electronic form replacing the written form (qualified electronic signature (§ 126a BGB)). This also applies to the waiver of the requirement of the written form.

(4) These license terms as well as the other data of the contractual relationship are saved by tekcom after conclusion of the contract. The license terms are available in German and English.

They are available in their current version at www.tekcom.eu/publications/downloads. Previous versions are no longer accessible.