

## **OPEN-XCHANGE SERVER**

**OXtender for Business Mobility** 



## **OPEN-XCHANGE SERVER: OXtender for Business Mobility**

Published Thursday, 10. May 2012 Version 6.20.4

Copyright © 2006-2012 OPEN-XCHANGE Inc., This document is the intellectual property of Open-Xchange Inc., The document may be copied in whole or in part, provided that each copy contains this copyright notice. The information contained in this book was compiled with the utmost care. Nevertheless, erroneous statements cannot be excluded altogether. Open-Xchange Inc., the authors and the translators are not liable for possible errors and their conseq uences. The names of software and hardware used in this book may be registered trademarks; they are used without warranty of free usability. Open-Xchange Inc. generally follows the sp elling conventions of the manufacturers. The reproduction of brand names, trade names, logos, etc. in this book (even without special marking) does not justify the assumption that such names can be considered free (for the purposes of trademark and brand name regulations).



## **Table of Contents**

Please note		
1 Introduction	. 1	
1.1 What is the OXtender for Business Mobility?	. 1	
1.2 Which mobile phones are supported?	. 1	
1.3 Which data is synchronized?	. 2	
2 Configuring the mobile phone	3	
2.1 Automatic Configuration	. 3	
2.2 Manually configuring Windows Mobile 6	. 4	
2.3 Manually configuring Windows Phone 7	. 6	
2.4 Manually configuring Apple iPhone	. 8	
2.5 Manually Configuring Android 2	. 9	
2.6 Manually configuring BlackBerry	. 9	
2.7 Manually configuring Nokia with Symbian S60		



## Please note

Mobile devices may not be supported for all Open-Xchange Server installations. Please contact your support to activate this feature.



## **Chapter 1. Introduction**

## 1.1. What is the OXtender for Business Mobility?

Mobile communication and information are an increasingly important factor of success in a business environment. You must thus synchronize emails and PIM data between the groupware server and your mobile phone.

The solution offered by Open-Xchange is the OXtender for Business Mobility, which has the following characteristics:

- based technically on the Microsoft Exchange ActiveSync protocol
- automatic push synchronization of emails, appointments, tasks and contacts between your mobile phone and the Open-Xchange Server
- easy to install
- integrates seamlessly with the applications of the mobile phones already used

**Note:** Please note that for data transfer, depending on the cell phone contract, additional costs can arise. For more information, contact your cell phone provider.

## 1.2. Which mobile phones are supported?

The OXtender for Business Mobility supports the following smartphones:

Platform	Support
Symbian	yes (Mail for Exchange 3.x)
Windows Mobile 6, 6.5	yes
iPhone 2G, 3G, 3GS, 4, iPad	yes
HTC Devices	yes
BlackBerry	yes (additional EAS client software required
Android 2.1, 2.2, 2.3	yes
Windows Phone 7	yes



### 1.3. Which data is synchronized?

The OXtender for Business Mobility synchronizes the following data:

• E-Mails in your inbox and in all E-Mail subfolders.

**Note:** The synchronization of E-Mail subfolders might not be activated. Contact your administrator or hoster.

Note: Depending on the mobile phone, some E-Mail attachments might not be supported.

personal contacts

Note: Distribution lists are not supported.

Global Address Book

**Note:** Other public folders are **not** synchronized.

- personal appointments
- personal tasks

Apple iPhone additionally synchronizes the following folders:

- personal subfolders for contacts, appointments, tasks
- shared and public folders for contacts, appointments, tasks
   The name of a shared folder indicates the user who shared the folder.

Note: The synchronization for those folders might not be activated. Contact your administrator or hoster.

**Warning:** When synchronizing serial appointments on Apple devices resources and participants assigned to the serial appointment are deleted in specific cases. This error can occur if a participant changes the appointment reminder on the Apple device. The error is caused by a communication problem between the Apple Client software and the Microsoft Exchange ActiveSync protocol.

**Warning:** When receiving an appointment invitation on your Apple device and the invitation was sent from a Microsoft Exchange Server or from Lotus Notes, the appointments's start time might differ after synchronizing with the Open-Xchange Server. This error is caused by a problem with exchanging different time zones between the Apple Client Software and the Microsoft Exchange Server or Lotus Notes.

**Note:** If accepting or declining an appointment invitation from an external participant on your Apple device, an appointment duplicate will be created. To avoid this, do not answer appointment invitations from external participants on your Apple device.



## Chapter 2. Configuring the mobile phone

There are two possibilities to configure your mobile device for the usage with the Open-Xchange Server:

- Auto configuration with the Open-Xchange Server. This is not possible with all supported mobile devices.
- Manual configuration from within the mobile device. This is possible for all supported mobile devices.

As soon as having configured your mobile device, the data are synchronized between the mobile device and the Open-Xchange Server. Information on how to use the mobile devices can be found at the end of the instructions for the manual configuration.

## 2.1. Automatic Configuration

When using the auto configuration all data needed - except your password - are sent to your mobile device by the Open-Xchange Server. Depending on the Open-Xchange Server configuration, you can choose whether to receive the data requested by E-Mail or sms.

The auto configuration is possible with the following mobile devices:

- Windows Mobile 6
- Apple iPhone

### How to use the auto configuration:

- 1. Switch to the start page of the Open-Xchange Server.
- 2. In the panel section Synchronization click the Mobile phone icon. A pop-up window opens.
- 3. From the Configuration via: drop-down menu select one of the entries E-Mail or SMS. Note: Prior to selecting E-Mail, make sure your mobile device can receive E-Mails to the address entered. Follow the further instructions. An E-Mail or sms is sent to your mobile device.
- 4. Open the E-Mail or sms. Click the link. The configuration is started.
- 5. Enter your password for the Open-Xchange Server.

**Result:** Your mobile device is configured for the usage with the Open-Xchange Server.

**Tip:** You can also start the auto configuration from within the wizard.



## 2.2. Manually configuring Windows Mobile 6

Windows Mobile 6 includes a pre-installed ActiveSync client, with which you can synchronize your emails, contacts, appointments and tasks between your mobile phone and the Open-Xchange Server.

**Note:** This guide refers to a non-modified version of Windows Mobile 6 Professional. The icons and names on your mobile phone may be different from this guide. In this case, refer to your mobile phone documentation or ask your cell phone provider.

To configure your Windows Mobile 6 mobile phone:

- **1.** In the main menu, select the **ActiveSync** software in the **Programs** folder. The ActiveSync client starts.
- 2. Select set up your device to sync with it.
- **3.** If the page **Enter Email Address** is displayed, enter the email address you use for your email account on the Open-Xchange Server.

Disable the **Attempt to detect Exchange Server Settings automatically** option.

Select Next

**Note:** It is possible that these pages will not be displayed on your mobile phone. In this case, go to the next step.

**4.** On the **Edit Server Settings** page, enter the server name (hostname, FQDN) of the Open-Xchange Server.

If your server uses encryption, enable **This server requires an encrypted (SSL) connection.** Select **Next**.

5. Enter your access information (user name and password) for the Open-Xchange Server.

Please note that the user name and the password are case-sensitive. If your user name contains the @ character, enter the characters preceding the @ in the **User name** field, and the characters following the @ in the **Domain** field. Example: For the user name mike@ox.io, enter mike for the user name and ox.io for the domain.

If your user name doesn't contain the @ character, enter the user name in the **User name** field, and the defaultcontext name in the **Domain** field.

Enable the **Save password** control field.

Select **Next**.

**6.** Select which data should be synchronized.

Select Finish.

Result: Your mobile phone is configured to use the Open-Xchange Server. Your first synchronization starts immediately automatically. Depending on the amount of data and the network connection, the first synchronization can take a long time.



For practical uses, note the following.

- To read or create emails, switch to **Messenger** in the main menu. Select **Outlook-E-Mail** in the menu.
- To synchronize emails with the Open-Xchange Server, switch to **Messenger** in the main menu. Select **Send/Receive** in the menu.
- To open the Open-Xchange Server's global address book, select **Contacts** in the main menu. Select **Company directory.**



### 2.3. Manually configuring Windows Phone 7

Windows Phone 7 includes a pre-installed Exchange ActiveSync client, with which you can synchronize your emails, contacts and appointments between your mobile phone and the Open-Xchange Server.

Note: This guide refers to a non-modified version of Windows Phone 7. The icons and names on your mobile phone may be different from this guide. In this case, refer to your mobile phone documentation or ask your cell phone provider.

How to configure your Windows Phone 7 mobile phone:

- 1. In the main menu, select the right arrow icon or scroll to the left to access the application list.
- 2. Select Settings. Choose email & accounts.
- 3. Select add an account. Select the Outlook account type.
- 4. Enter the E-Mail address you use for the Open-Xchange Server. Enter the password you use for the Open-Xchange Server.

Note: The entries are case-sensitive.

Select sign in.

- **5.** Enter your access data (username and domain) for the Open-Xchange Server.
  - If your username contains the @ character, enter the characters preceding @ in the Username field, the characters following @ in the **Domain** field. Example: For the username mike@ox.io enter mike as user and ox.io as domain.
  - If your username does not contain the @ character, enter the username in the Username field and defaultcontext in the **Domain** field. Select Sign in.
- **6.** A notification message is shown. Select **Advanced**. On the next page select show all settings.
- 7. Enter the server name (hostname, FQDN) of the Open-Xchange Server in the Server field. If your server uses encryption, enable Server requires an encrypted (SSL) connection.
- 8. Check the settings. Select sign in.

Result: Your mobile phone is configured to use the Open-Xchange Server. The initial synchronization automatically starts immediately. Depending on the data volume and the network connection, the first synchronization might take a while.



For the everyday use please read the following information.

- To read or compose E-Mails, select **Outlook** from the main menu.
- To synchronize E-Mails with the Open-Xchange Server, select **Outlook** from the main menu. In the menu select **Synchronize**.



## 2.4. Manually configuring Apple iPhone

As of version 2.0, the Apple iPhone includes a pre-installed ActiveSync client, with which you can synchronize your emails, contacts, appointments and tasks between your iPhone and the Open-Xchange Server.

To configure your Apple iPhone:

- 1. From the home screen, select **Settings**.
- 2. Select Mail, contacts, calendar.
- 3. Select Add an account.
- 4. Select Microsoft Exchange.
- 5. On the Exchange page, enter the following data:
  - the email address you use for the email account on the Open-Xchange Server
  - the server name (hostname, FQDN) of the Open-Xchange Server Note: The input field for the Open-Xchange server address might not be displayed here. In this case proceed with the next step. When having completed the next step, the input field for the Open-Xchange server address is displayed.
  - your access information (user name and password) for the Open-Xchange Server. Note that the username and the password are case-sensitive.
    If your user name contains the @ character, enter the characters preceding the @ in the User name field, and the characters following the @ in the Domain field. Example: For the user name mike@ox.io, enter mike for the user name and ox.io for the domain.
    If your user name doesn't contain the @ character enter the user name in the User name field.
    - If your user name doesn't contain the @ character, enter the user name in the **User name** field. In **Domain** field either enter defaultcontext or leave the field empty. Select **Next**.
- **6.** Select the data that should be synchronized. Select **Finish**.

Result: Your iPhone is configured to use the Open-Xchange Server. Your first synchronization starts immediately automatically. Depending on the amount of data and the network connection, the first synchronization can take a long time.

For practical uses, note the following.

- You will find the emails of your Open-Xchange email account in the iPhone email application in a separate profile. This application supports email subfolders as well as the management of email folders. In the account settings you can define which E-Mail subfolder are synchronized.
- You will find the appointments of the Open-Xchange Server in the iPhone calendar application. This application supports the display of multiple calendars. Thus, all your appointments from your personal calendars on the Open-Xchange Server are available on your iPhone.
- You will find the contacts of the Open-Xchange Server in the iPhone contacts application. This application supports the display of multiple contact folders. Thus, all your personal contacts from the Open-Xchange Server are available on your iPhone. To access the contacts of the global address book, use the search function.



## 2.5. Manually Configuring Android 2

**Note:** This instruction refers to unmodified Google Android 2.1, 2.2 or 2.3 versions. You might use a version that has been modified by your device or mobile provider. This can result in client functions, described in this instruction, using a different terminology, being differently configured or not being available at all.

Non-modified Android 2 versions come with a pre-installed ActiveSync client, enabling you to synchronize your E-Mails and contacts between your Android device and the Open-Xchange Server. With Android 2.2 and later versions it is also possible to synchronize appointments.

How to configure your Android 2 device:

- 1. From the application overview select **Settings**.
- 2. Select Accounts and synchronization.
- 3. Select Add account.
- 4. Select Microsoft Exchange ActiveSync.
- 5. On the E-Mail setup page enter the following data:
  - The E-Mail address used for your E-Mail account on the Open-Xchange Server.
  - Your password for accessing the Open-Xchange Server.

Select Next.

- **6.** On the **Exchange Server Settings** page enter the following data.
  - In the **Domain name/username** field enter your user name for the Open-Xchange Server. Please note it is case-sensitiv. Please also note:

If your username contains the @ character:

first enter the characters after @, then the "\" character, then the characters before @. Example: For "mike@ox.io" enter **ox.io\mike** .

If your username does not contain the @ character:

first enter the characters "defaultcontext", then the "\" character, then the username.

Example: For the username "mike" enter defaultcontext\mike.

Select Next.

- The password for accessing the Open-Xchange Server. The password was entered already in the previous dialog. Check it now and if necessary, correct it.
- In the Exchange Server field enter the server name (hostname, FQDN) of the Open-Xchange Server.
- To make an encrypted transfer of your data, activate the respective option.
- Select Next

Result: Your Android 2 is configured for the usage with the Open-Xchange Server. The initial synchronization is immediately started automatically. Depending on the data volume and the network connection the initial synchronization can take a while.

## 2.6. Manually configuring BlackBerry

BlackBerry devices do not include an ActiveSync client by default. Several third party vendors offer commercial software. Open-Xchange recommends the ActiveSync client from the AstraSync company. You can find a test version of the ActiveSync client as well as further information on the AstraSync web site http://www.astrasync.com.



The following instructions describe how to configure the ActiveSync client from the AstraSync company on your BlackBerry.

**Note:** Due to access restriction to the BlackBerry memory, software from third parties cannot use all functions of the device. Thus, the ActiveSync client cannot use the BlackBerry email application. The ActiveSync client can use the other BlackBerry applications for calendars and contacts.

To configure your BlackBerry using the AstraSync software:

- Use the browser of your BlackBerry to download and install the AstraSync software.
   Note: To use the Open-Xchange Server, version 3.0.20 or newer is required.
   Depending on your BlackBerry software, you will find the AstraSync software either in the download folder or in the main menu.
- 2. On the AstraSync License Agreement page, select Accept.
- **3.** On the **Network Settings** page, AstraSync checks the network connection and displays the result. Select **Next**.
- **4.** On the **Server Configuration** page, enter the following data:
  - the email address you use for the email account on the Open-Xchange Server
  - the server name (hostname, FQDN) of the Open-Xchange Server
  - your access information (user name and password) for the Open-Xchange Server. Note that the username and the password are case-sensitive.
    - If your user name contains the @ character, enter the characters preceding the @ in the **User name** field, and the characters following the @ in the **Domain** field. Example: For the user name mike@ox.io, enter mike for the user name and ox.io for the domain.
    - If your user name doesn't contain the @ character, enter the user name in the **User name** field, and the defaultcontext name in the **Domain** field.
  - If your server uses encryption, enable **Use SSL**AstraSync checks the connection to the server and displays the result.
    Select **Next**.
- On the Sync Setting page, select the data that should be synchronized. Select Next.

Result: Your BlackBerry mobile phone is configured to use the Open-Xchange Server. AstraSync starts now a first synchronization. For questions about the functions and the settings of the AstraSync software, please consult the AstraSync documentation.

For practical uses, note the following.

- You will find the emails of your Open-Xchange email account in the start screen of AstraSync.
- To access the contacts and the appointments of the Open-Xchange Server, use the BlackBerry applications for contacts and calendars.



## 2.7. Manually configuring Nokia with Symbian S60

Some Nokia smartphones with Symbian OS and the S60 user interface already have the ActiveSync support built-in. For other Nokia devices with the S60 user interface, get the "Mail for Exchange" free software from the Nokia web site http://www.nokia.com. This web site contains also information on the supported devices.

**Note:** This guide refers to a non-modified version of a Nokia N95. The icons and names on your mobile phone may be different from this guide. In this case, refer to your mobile phone documentation or ask your cell phone provider.

**Caution:** Depending on which option you choose for the first synchronization, the existing appointments, tasks and contacts on your mobile phone may be erased. Save the data of your mobile phone using Nokia PC Suite before configuring your Nokia for the synchronization. You will find information on Nokia PC Suite on Nokia's web site.



To configure your Nokia with Symbian S60:

- 1. Using the browser of your mobile phone, download the suitable Mail for Exchange client from the Nokia Business Mobility web site.
- 2. The installation will start automatically. Acknowledge the security advices and the license information.
- **3.** In the main menu, open the **Mail for Exchange** folder. Select the **Mail for Exchange** application. The application asks you to create an EAS profile.
- 4. To create the EAS profile, enter the following data:
  - the email address you use for the email account on the Open-Xchange Server
  - Leave the **Domain** field empty. If you are prompted to enter a domain, enter a space.
  - Select OK.
  - your access information (user name and password) for the Open-Xchange Server. Note that the username and the password are case-sensitive.
    - If your user name contains the @ character, enter the characters preceding the @ in the **User** name field, and the characters following the @ in the **Domain** field. Example: For the user name mike@ox.io, enter mike for the user name and ox.io for the domain.
    - If your user name doesn't contain the @ character, enter the user name in the **User name** field, and the defaultcontext name in the **Domain** field.
  - on the Connection tab, the server name (hostname, FODN) of the Open-Xchange Server
  - If your server uses encryption, select Yes for Secure connection.

**Caution:** Depending on which option you choose at the following step for **First sync.**, the existing appointments, tasks and contacts on your mobile phone may be erased. You will find information on this behavior in the user's guide of Nokia Mail for Exchange.

- **5.** Select the **Sync schedule** tab to set various synchronization parameters.
- **6.** Select the **Calendar** tab to enable the synchronization of appointments. If necessary, configure further settings.
- 7. Select the **Tasks** tab to enable the synchronization of tasks. If necessary, configure further settings.
- **8.** Select the **Contacts** tab to enable the synchronization of contacts. If necessary, configure further settings.
- **9.** Select the **E-Mail** tab to enable the synchronization of emails. This option creates the new Mail for Exchange entry in the Messaging menu. If necessary, configure further settings.
- **10.** To save the settings, select **Save**. The **Mail for Exchange** menu is displayed.

Result: Your Nokia smartphone is configured to use the Open-Xchange Server. For questions about the functions and the settings of Nokia Mail for Exchange, please consult the Nokia Mail for Exchange user's guide.



For practical uses, note the following.

- You will find the emails of your Open-Xchange email account in the Messaging application in Mail for Exchange.
- You will find the appointments and the tasks of the Open-Xchange Server in the calendar application.
- You will find the contacts of the Open-Xchange Server in the phone book.
- In case your Nokia Smartphone displays the message "Server Error", use the **Full resync** function to fix the error.



### **Software License Agreement**

# Open-Xchange Inc. OXtender for Business Mobility End-User License and Maintenance Agreement

Important – Please Read carefully. This End-User License and Maintenance Agreement ("EULA" or the "Agreement") is a legal agreement between you and Open-Xchange Inc. You ("Licensee") agree to be bound by the terms of this EULA by clicking or tick marking "I accept" or entering "Yes" when asked whether you accept this Agreement, or by using the software. If you do not agree, do not click or tick mark "I accept" and do not enter "Yes" when asked whether you accept this Agreement, and do not use the software.

### The Software

Open-Xchange Inc. ("Open-Xchange") has created a proprietary software program called the OXtender for Business Mobility (the "Software"), which synchronizes emails, contacts, calendar and tasks between mobile devices and Open-Xchange.

### Licensees

Licensees are individuals, firms, organizations and entities - as the case may be - that purchase licenses granting the right to use the Software in accordance with the terms of this EULA.

### License Grant

Subject to full payment of all applicable license fees and charges to Open-Xchange, Open-Xchange grants to Licensee the non-exclusive right to install, use the Software and have the Software used by end-users authorized by Licensee, in object-code form only, under the terms of this EULA, provided that the number of end-users authorized by Licensee to use the Software does not exceed the number of end-users covered by the offering (as defined below in sec. "Term and Termination") purchased by Licensee. Licensee shall procure that end-users authorized by Licensee to use the Software adhere to the obligations under the terms of this EULA as if such end-users were Licensees themselves. "Use" means that Licensee may install, use, access, run, or otherwise read the Software into and out of memory in accordance with the documentation and the license grant from Open-Xchange. Licensee may copy the Software and its associated documentation for Licensee's own use (i.e., for use by one individual) and for backup and archival purposes. Any use, copying, or distribution of the Software or its associated documentation not authorized by this Agreement may result in the termination of the license granted by this Agreement.

### Restrictions

**No Publication.** Except as otherwise specifically set forth in this Agreement, Licensee may not distribute, disclose, display, transmit, publish, resell, sublicense or otherwise transfer Software, nor allow the distribution, disclosure, display, transmission, publication, resale, sublicense or transfer of the Software, to any person, entity or other third party.

**Limited Copies.** Licensee may not copy or allow copies of the Software to be made for any reason, except for Licensee's own use (i.e., one individual) and for back-up and archival purposes.

**No Modifications or Derivative Works.** Licensee may not make any changes or modifications in the Software, nor may Licensee create derivative works of the Software. Licensee may not decompile, disassemble, decrypt, extract or otherwise reverse engineer the Software. Licensee may not remove, alter, cover, or distort any copyright, trademark or other proprietary rights notice placed by Open-Xchange in or on the Software or its documentation.



**No Unlawful Use.** Licensee may not use the Software in any unlawful manner or for any unlawful purpose.

### Maintenance

Subject to full payment of all applicable license and Maintenance fees to Open-Xchange, Open-Xchange shall provide Licensee with all corrections, revisions, patches, service packs, updates and subsequent releases of the Software (collectively referred to as "Subsequent Releases") made available by Open-Xchange during the term of this Agreement). All Subsequent Releases of the Software shall be made available via download at Open-Xchange's Maintenance Portal, http://www.open-xchange.com/en/oxpedia. Access to the Open-Xchange Maintenance Portal is granted by activating the Maintenance Key provided by Open-Xchange or its e-commerce provider or one of its authorized resellers.

### **Term and Termination of License Portion**

The term of the License granted under the EULA to the Licensee shall commence on the day the Licensee clicks or tick marks "I accept" or enters "Yes" when asked whether Licensee accepts this Agreement, or by using the Software ("Effective Date") and continue in perpetuity ("License Term") unless terminated upon the occurrence of one or more of the following events:

- By Open-Xchange, if Licensee fails to pay any fees, charges or taxes due to Open-Xchange hereunder, provided written notice of such alleged default has been given to Licensee and Licensee has not cured such default within ten (10) days after receipt of such notice.
- By Open-Xchange, if License is in default or breach of any material provision of this Agreement, provided written notice of such alleged default has been given to Licensee and Licensee has not cured such default within fourteen (14) days after receipt of such notice.

Upon the expiration or termination of Licensee's license, Licensee agrees to discontinue and any all uses of the Software and its documentation and to destroy all copies of the Software on Licensee's computers, disks and other digital storage devices.

### **Term and Termination of Maintenance Portion**

The term of maintenance portion ("Maintenance") of the EULA shall commence on the day the Licensee clicks or tick marks "I accept" or enters "Yes" when asked whether Licensee accepts this EULA, or by using the Software. The Maintenance shall have an initial term of one (1) year from the Effective Date ("Initial Term") and shall remain in force until terminated upon the occurrence of one or more of the following events ("Maintenance Term"):

- By either party effective to any anniversary by providing written notice of termination to the other
  party of at least three (3) months prior to the end of any anniversary date, however, not before the
  end of the Initial Term.
- By Open-Xchange, if Licensee fails to pay any fees, charges or taxes due to Open-Xchange hereunder, provided written notice of such alleged default has been given to Licensee and Licensee has not cured such default within ten (10) days after receipt of such notice.
- By either party, if the other party is in default or breach of any material provision of the EULA, provided written notice of such alleged default has been given to the other party and such party has not
  cured such default within fourteen (14) days after receipt of such notice.



### **Trademarks**

Open-Xchange is the sole owner of the OX trademark in the United States, the European Union and certain other countries. Licensee may not use any Open-Xchange trademark without Open-Xchange's prior written consent, which Open-Xchange may withhold in its discretion.

### Copyrights

Licensee acknowledges that the Software and its documentation are protected by copyright and other laws and that Open-Xchange is the sole owner of all rights in and to the Software and its documentation. Licensee has no rights in the Software or its documentation except as set forth in this Agreement and in any other written agreement Licensee may have with Open-Xchange. In addition Licensee shall not remove any proprietary notices, labels, copyright marks, or trademarks.

### Infringement

In the event that a third party brings a legal action against Open-Xchange alleging that use of the Software infringes a patent, copyright or trade secret, Open-Xchange reserves the right to modify or replace the Software in a manner that retains the same functionality and ease of use of the Software in all material respects, or to procure a license therefor. If Open-Xchange determines that no such alternative is reasonably available, Open-Xchange may terminate this Agreement and the license created by this Agreement and Licensee will cease all use of the Software. Open-Xchange will have no liability to Licensee as a result of such termination. This section states the entire liability of Open-Xchange and its representatives for infringement.

### **Backups**

Licensee agrees regularly to back up the data Licensee derive from Licensee's use of the Software. Licensee acknowledges that any failure to do so may significantly decrease Licensee's ability to mitigate any harm or damage arising from any problem or error in the Software.

#### No Warranties

Open-Xchange delivers the Software on an "as is" basis. Any reliance upon the Software is at Licensee's own risk. Open-Xchange is not responsible for any consequence of Licensee's use of or reliance upon the Software.

To the maximum extent permitted by applicable law, Open-Xchange disclaims all warranties, either express, implied or otherwise, including, but not limited to, implied warranties of title, merchantability, or fitness for a particular purpose.

### **Limitation of Liability**

To the maximum extent permitted by applicable law and regardless of whether any remedy herein fails of its essential purpose, in no event will Open-Xchange be liable for any special, incidental, indirect, consequential or punitive damages whatsoever arising out of this Agreement or the use of or inability to use the Software (including, without limitation, damages for lost information, lost profits or business interruption), even if Open-Xchange has been advised of or should have known of the possibility of such damages. In no event will Open-Xchange be liable for damages in contract, tort or otherwise in excess of the amounts received by Open-Xchange from LICENSEE for Licensee's use of Software during the one-year period immediately preceding the date the cause of action arises. In no event may Licensee bring an action against Open-Xchange more than one year after the cause of action arises. Some jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of incidental or consequential damages, so



the above limitations and exclusions may not apply to Licensee. In such jurisdictions, Open-Xchange's liability is limited to the greatest extent permitted by law.

### Miscellaneous

**Third Party Software.** Portions of the Software may use or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in separate agreements. Licensee's use of such material is governed by the terms of the applicable agreements. Licensee shall not remove any proprietary notices, labels, copyright marks, or trademarks. Third party licenses can be found at http://www.open-xchange.com/node/783.

**No Transfer of Rights.** Licensee may not transfer, sublicense or assign the rights granted under this Agreement to any other person or entity, except that if Licensee is a Licensee with multiple licenses, Licensee may change the end-users authorized by it to use the Software from time to time.

**U.S. Export Control Regulations.** Neither the Licensee nor any end-user may export, re-export or deliver the Software, in whole or in part, to any person or entity where such export, re-export or delivery violates any U.S. export or national security control law or regulation. The Licensee represents and warrants that neither the Licensee nor any end-user authorized by it to use the Software is acting on behalf of any person, entity, or country subject to U.S. export or national security controls.

**Government Users.** U.S. Government end-users acknowledge that the Software constitutes "commercial technical data" as that term is used in the Federal Acquisition Regulations and the Department of Defense Federal Acquisition Regulations and that Open-Xchange owns all rights in the Software.

**Entire Agreement; Amendments.** This Agreement constitutes the entire understanding between Open-Xchange and Licensee relating to the Software. This Agreement may not be amended or changed except in writing signed by Licensee and Open-Xchange.

**Waivers.** No delay or failure to exercise any right or remedy provided for in this Agreement will be deemed to be a waiver.

**Severability.** If any provision of this Agreement is held invalid or unenforceable, for any reason, by any arbitrator, court or governmental agency, department, body or tribunal, the remaining provisions will remain in effect.

**Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, U.S.A., without regard to New York's conflict of laws principles.

**Jurisdiction.** Both Licensee and Open-Xchange irrevocably consent to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York in any legal action or proceeding arising out of or relating to this Agreement or the transactions it contemplates.

### **Further Information**

Open-Xchange Inc. is based in Tarrytown, New York, United States of America. For further Information about Open-Xchange's licensing policies or products, contact Open-Xchange at:

E-mail: info@open-xchange.com Web: www.open-xchange.com **Open-Xchange Inc.** 303 South Broadway Tarrytown, New York 10591

Tel: +1 914 500 4020 Fax: +1 866 925 4421



Tarrytown, New York, September 2009 OXTBM102