

The GEFEG.FX License Agreement

Last update: 2020-09-03



1. This Agreement sets out the terms and conditions of use of GEFEG.FX by the purchaser.
2. The purchaser is anyone who, in acknowledgement of these terms and conditions, enters into an agreement on the transfer of the software with the seller, hereinafter referred to as GEFEG.
3. This License Agreement is a component of the agreement on the transfer of GEFEG.FX and shall become effective at the same time as it. Upon concluding the transfer agreement, the purchaser shall receive a license to use GEFEG.FX.
4. Legally relevant statements between the parties shall only be effective if made in writing. Deviations from the License Agreement desired by the purchaser shall not become part of the Agreement even if GEFEG does not expressly object to them.
5. GEFEG.FX is standard software, hereinafter referred to as the Software, to which GEFEG holds the rights. The Software might contain third-party data, to which the intellectual property rights are held by third parties and not by GEFEG.
6. The purchaser is only entitled to install or use the Software if he/she accepts this License Agreement.
7. The terms and conditions of the data acquired with the product GEFEG.FX apply on a supplementary basis.
8. GEFEG shall license the Software using the following license models:
 - a. Per-device license
 - b. Floating user license

Per-device licensing means that the purchaser receives a license for every device on which the Software is used or from which the Software is accessed. An installation on servers or virtual machines that allow access by multiple end devices is not allowed with per-device licensing.

Floating user licensing means that the purchaser receives a license for each of the users who are to access the Software simultaneously. The Software may only be installed and used to the contractually agreed extent.
9. The purchaser undertakes not to duplicate the Software, except for the purposes of creating a backup copy, and not to decompile or disassemble the Software.
10. Evaluation, test and demo versions of the Software may only be used to evaluate the product and not for productive purposes of any kind.
11. In the event of a breach of the license conditions of the third-party data in the product, the purchaser shall indemnify GEFEG against all third-party claims, especially those of the copyright holder. This also applies to product liability claims.

The purchaser shall indemnify GEFEG regardless of whether or not it is culpable.
12. The purchaser is not entitled to compensation on the grounds of a breach of contractual duties and unauthorized actions unless the claim is based on intent or gross negligence on the part of GEFEG or its vicarious agents, on injury to life, limb or health or on the breach of a cardinal duty. Cardinal duties are all duties which must be fulfilled in order that the contract can be duly executed and on the fulfilment of which the contractual partner can normally rely.

In cases of ordinary negligence, the liability for financial losses caused by a breach of a cardinal duty shall be limited to the foreseeable direct damage.
13. GEFEG shall carefully inspect all data provided by third parties for errors and title defects. For chargeable third party data provided GEFEG shall assume responsibility as described in section 12.

GEFEG accepts no responsibility for third-party data provided free of charge. This does not apply if the defect on which the liability is based was fraudulently concealed.
14. The purchaser holds all the rights to the data and results generated by the purchaser using the Software; these rights are not subject to this License Agreement.
15. The Software may be passed on to others if it is ensured that
 - the purchaser has ceased using the Software,
 - the purchaser has undertaken to fully delete the Software and all copies thereof and to pass it on to a third party.
16. At the discretion of GEFEG, the place of jurisdiction for all disputes arising between the contractual partners shall either be Berlin or the place of general jurisdiction of the purchaser, if legally permissible.
17. The relationship between the parties is exclusively subject to the laws of the Federal Republic of Germany.
18. This Agreement has been concluded in both German and English; however, the German version shall take precedence if any interpretation issues should arise.
19. An ineffective provision is to be replaced by an effective provision which best approximates the economic purpose of the ineffective provision.