

License Agreement for GEFEG.Portal as a Service

Last update: 2015-09-21



1. This Agreement sets out the terms and conditions of use of the GEFEG.Portal by the purchaser.
2. The purchaser is anyone who, in acknowledgement of these terms and conditions, enters into an agreement on the use of the GEFEG.Portal as a service with the seller, hereinafter referred to as GEFEG.
3. This License Agreement is a component of the agreement on the use of the GEFEG.Portal as a service and shall become effective at the same time as it.
4. Legally relevant statements between the parties shall only be effective if made in writing. Deviations from the agreement on the use of the GEFEG.Portal as a service desired by the purchaser shall not become part of the Agreement even if GEFEG does not expressly object to them.
5. GEFEG shall provide the GEFEG.Portal as a service. This service comprises the operation of an Internet-based platform for testing the conformance of messages to various standards and other functions in this field, and includes the maintenance and administration of the platform.
6. By transferring the service, GEFEG grants the purchaser the exclusive right under the law of obligations to use the service for his/her own operational purposes within the agreed scope.
7. GEFEG guarantees an average annual availability rate of 99% for the service. GEFEG accepts no liability for downtime in which the service is unavailable due to technical or other problems beyond the control of GEFEG (force majeure, third-party culpability etc.).

Should it go offline, GEFEG undertakes to immediately restore the availability of the GEFEG.Portal as a service.
8. If the purchaser violates the terms and conditions of use, he/she shall indemnify GEFEG against all third-party claims. This also applies to product liability claims.

The purchaser shall indemnify GEFEG regardless of whether or not it is culpable.
9. The purchaser is not entitled to compensation on the grounds of a breach of contractual duties and unauthorised actions unless the claim is based on intent or gross negligence on the part of the contractual partners or their 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.
10. 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 end user, if legally permissible.
11. The relationship between the parties is exclusively subject to the laws of the Federal Republic of Germany.
12. This Agreement has been concluded in both German and English, however the German version shall take precedence if any interpretation issues should arise.
13. An ineffective provision is to be replaced by an effective provision which best approximates the economic purpose of the ineffective provision.