

# General Terms and Conditions

of Codetrails GmbH for the provision and use of the software “Ctrlflow Automated Error Reporting”

## A: General

### A.1 Scope

#### A.1.1

The following General Terms and Conditions define the contractual relationship between Codetrails GmbH, Robert-Bosch-Str. 7, 64293 Darmstadt (“Codetrails”) and the client (“client”) with respect to the use of the standard software “Ctrlflow Automated Error Reporting” (“software” or “service”).

#### A.1.2

The rights and obligations of the parties, in particular the respective scope of services, will primarily be defined by the provisions of the respective individual agreements. As far as nothing to the contrary is agreed therein, the following provisions apply.

### A.2 Subject matter of the Agreement

#### A.2.1

Codetrails provides services for the client in the area of Software as a Service (SaaS).

#### A.2.2

The subject of this agreement is

- the provisioning of the computer program “Ctrlflow Automated Error Reports”, an error reporting tool for Java (Desktop) applications to work on and with error reports (hereinafter “software”),
- the enabling of the use of the software,
- the granting of the necessary usage rights of the software,
- the provision of storage space on Codetrails' server for use by the software and its application data, in particular for saving of transmitted error reports to a database.

#### A.2.3

Not subject to the agreement are the desktop clients or agents, which transmit error reports to the software, that are contained in the Eclipse development environment as well as the transmission of these error reports to the software as such.

#### A.2.4

For the length of this contract, Codetrails allows the client the use of the latest version of the software by way of SaaS. Codetrails sets up the software on a server reachable by the client over the Internet.

#### A.2.5

The customer has to sign up for a plan (Free, Basic, or Enterprise). According to selected plan, the service is offered in return for payment.

#### A.2.6

The respective current functionality of the software is given in the product description on the website <https://www.ctrlflow.com/automated-error-reporting/>

#### A.2.7

The exact availability of the software and the error reports saved on the Codetrails server is not warranted; it is provided on a “best effort” basis, whereby Codetrails will endeavor to provide monthly availability of 95%. (Loss of availability due to announced maintenance work does not count as a failure to achieve this

target). By availability the parties mean the ability to use the software and its application data at the interconnection point to the client.

#### A.2.8

The software is generally compatible with the version of the agent contained within the desktop client of the Eclipse development environment current at the time of this agreement.

#### A.2.9

The use of the software requires a user account. User name and password have to be chosen by the client on sign-up. The client gets access to the system after agreement to this contract and after he validated his email address. The customer is obligated to keep the user name and password secret and to not make them available to third parties.

#### A.2.10

An English user manual for the software is made available on the website <http://ctrlflow.com>, including a printable PDF file.

#### A.2.11

Any telecommunication costs incurred in downloading or accessing the user manual will be borne by the client.

#### A.2.12

The source code of the software is not subject of this agreement.

#### A.2.13

Configuration services are not subject of this agreement. With respect to the use of the software, Codetrails refers to the instructions included in the user manual (clause [A.2.10](#)), in particular to the hardware and software requirements which the client must have in place in order to use the software.

### A.3 Usage rights

#### A.3.1

Upon full payment as specified in clause [A.4](#), Codetrails grants a standard, non-exclusive, nontransferable and unlimited usage right to use the software within the contractually agreed extent ("usage rights");

#### A.3.2

The permitted use includes the loading of the software into the working memory and the authorized use by the client. The client is not entitled to make the software available with or without payment to third parties. Subleasing of the software by the customer is expressly forbidden.

#### A.3.3

The client is only entitled to use the software beyond the contractually agreed usage rights with the prior written consent of Codetrails.

#### A.3.4

The client agrees not to store any illegal content or other content which violates laws, government regulations or the rights of third parties on the storage space provided on the Codetrails server.

#### A.3.5

The client agrees to ensure that their current contractual obligations to third parties are arranged such that an unauthorized use of the software is ruled out.

### A.4 Remuneration

#### A.4.1

The client pays the agreed monthly remuneration plus the legally required value added tax to Codetrails for

the use of the software and the granting of storage space.

#### A.4.2

The client has four weeks from the receipt of the invoice to raise objections against the billing of the services delivered by Codetrails.

#### A.4.3

The client will receive invoices in PDF format.

### A.5 Protection of the software, decompiling and program modifications

#### A.5.1

In as far as the rights have not expressly been granted under this agreement, all rights to the software – in particular the copyright and technical property rights – are the sole property of Codetrails.

#### A.5.2

A decompiling of the program code into other types of source code (decompilation) as well as other means of reverse engineering the different production stages of the software (reverse engineering) are not permitted.

### A.6 Failure to Perform Core Obligations

#### A.6.1

If Codetrails fails to perform the core obligations specified in clause [A.2](#), the following provisions apply.

#### A.6.2

If Codetrails delays the provisioning of the software, liability is determined by clause [A.8](#). The customer is entitled to rescind the contract, if Codetrails does not provide the software's full functionality within a two week grace period set by the customer.

#### A.6.3

If Codetrails, after successfully provisioning the Software, wholly or in part fails to comply with the terms agreed upon, the monthly remuneration is reduced pro rata for the time in which the software or the application data is unavailable to the customer to the agreed-upon extent. If Codetrails is responsible for such non-performance, the customer may demand compensation subject to clause [A.8](#).

#### A.6.4

If the functioning of the software is not restored within a period of two weeks after Codetrails learned of a defect, the customer can extraordinarily terminate the contractual relationship without notice, regardless of the reason for the supplementary performance, but not if only of force majeure.

#### A.6.5

Codetrails is required to demonstrate that it is not responsible for delays in provisioning the software and for interruptions of service. If the customer has not communicated the interruption of service to Codetrails, in case of dispute, the customer is required to prove that Codetrails learned of the service interruption by other means.

### A.7 Defects in Title

#### A.7.1

Codetrails will promptly notify the client about claims by third parties that limit the services contractually agreed upon. Codetrails will make the software and the application data available to the client by suitable means.

#### A.7.2

The client is, if claims by third parties limit the use of the software, exempt from remuneration.

### A.7.3

On first demand, Codetrails keeps the customer free from all claims by third parties resulting from the fact that Codetrails cannot provide the agreed-upon services in full. The parties will notify each other promptly and comprehensively in writing, if third parties makes such claims.

### A.7.4

Codetrails is not liable for infringements of the rights of third parties by the client, insofar as this infringement results from a transgression of the usage rights granted by this contract. In this case, the client will exempt Codetrails on first demand from all costs and damages arising from such an infringement.

## A.8 Liability

### A.8.1

Regardless of legal grounds, each party is only liable for damages that have been caused by a culpable breach of a material contractual duty, namely a duty which, when breached, will jeopardize the achievement of the contractual purpose and/or the proper fulfillment of which constitutes a condition sine qua non and on the fulfillment of which the parties may rely at all times (cardinal obligation). Liability shall be limited to the damage typical for the contract that each contracting party had to expect on the basis of the circumstances known to them at the time of entering into the agreement.

### A.8.2

The limitations on liability mentioned in the above clause [A.8.1](#) do not apply to damages based on willful intent or gross negligence, to damages from injury to life, body or health and to possible claims under the Product Liability Act.

## A.9 Data protection, data processing for own purposes

### A.9.1

The client is responsible for the declarations of consent required under data protection requirements by its customers and contractors.

### A.9.2

The client consents to Codetrails processing and utilizing contact information for the purpose of performance and development of the business relationship (including marketing purposes) between the client and Codetrails (referred to as "intended purpose" in the following).

### A.9.3

Contact information refers to business-related contact information that is made accessible to Codetrails by the client; this includes, among others, names, professional titles, business addresses, telephone numbers and e-mail addresses of the client's employees and contracting parties.

### A.9.4

The client further consents to contact information being made accessible, processed and utilized by Codetrails for the intended purposes. In this respect, Codetrails will process and utilize all contact information within the framework of the applicable regulations pertaining to privacy and electronic communication within the scope of the intended purpose.

### A.9.5

The client warrants, as far as required by the regulations pertaining to privacy and electronic communications, that he has obtained or will obtain prior consent of the contact persons and will notify them or has notified them accordingly. The client thereby ensures that Codetrails is able to process and utilize the contact information within the scope of the intended purpose and is able to establish contact with the contact persons, i.e. via e-mail.

### A.9.6

The client consents to Codetrails verifying contractual use of the software and collecting data relating to the use of the software for this purpose from time to time.

## A.10 Contract duration and cancellation

### A.10.1

The contract has no specified end data and runs for an indefinite period of time. The contractual relationship begins with the signing of the contractual documents by both parties and can be terminated in writing at any time by either party with a notice period of one month before the end of the month.

### A.10.2

This does not affect the right of each party to terminate the agreement for good cause without notice. In particular, Codetrails is entitled for immediate termination if the client fails to make due payments despite reminders and a grace period or if the client violates contractual provisions about the use of SaaS services. Termination without notice presupposes in every case that the other party is served written notice to eliminate the supposed reason for termination without notice in a timely manner.

## A.11 Upgrading and Downgrading your plan

### A.11.1

Each plan can be up and downgraded at any time but each upgrade has a minimum term of one month.

### A.11.2

Upgrades and downgrades are effective immediately and will be charged will pro rata for the remaining time of the current billing period. Remaining terms the organization has already payed for will be credited to your account and cleared with the next invoice.

## A.12 Ordering Multiple Enterprise Plans

### A.12.1

It's possible to order multiple enterprise plans for the same organization. Limits for the number of projects, number of reviewers, and number of error reports per month are added to the organization limits.

### A.12.2

Extending the data retention by combining multiple enterprise plans, however, is not possible. Please contact support if you would like to order longer data retention periods.

## B: Special provisions for commercial clients

### B.1

General Terms and Conditions of the client that conflict with or deviate from these General Terms and Conditions shall apply only if and as far as Codetrails has expressly consented to them in writing.

### B.2

In departure of clause [A.8.1](#) of the General section, Codetrails will be liable for compensation of damages in all contractual and extra-contractual cases to commercial clients exclusively on the basis of the following limitations:

#### B.2.1

Codetrails is liable in full for willfully caused damages; this applies correspondingly for the absence of a quality that has been warranted by Codetrails;

#### B.2.2

Codetrails' liability for damages caused by gross negligence is limited to the amount of the foreseeable damage which was to be averted by the breach of duty.

### B.2.3

In all other cases, Codetrails is only liable for the culpable breach of a material contractual duty if this jeopardizes the contractual purpose. In all cases, liability is limited to the amount of the foreseeable damage. The liability per claim is limited to the invoice amount, not exceeding 25,000 Euro. Total liability for all damages due to or in relation to the software agreements is limited to 50,000 Euro.

### B.2.4

In addition, as far as Codetrails is insured for the incurred damage, Codetrails is liable to the extent of the insurance cover, subject to payment by the insurance.

### B.3

The limitations on liability mentioned in the above clause [B.2](#) do not apply to damages based on willful intent or gross negligence, to damages from injury to life, body or health and to possible claims under the Product Liability Act.

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