

# Web-CaeSAr User Agreement

(Airport CDM - Common Situational Awareness Tool)

**Web application via the *Internet*, data service without end device, service quality may vary depending on Internet connection and other device usage.**

*Please send the fully completed form to the postal or e-mail address below:*

Flughafen Stuttgart GmbH  
Local Airport CDM Manager  
P.O. Box 23 04 61  
70624 Stuttgart, Germany  
airport-cdm@stuttgart-airport.com

## Client (hereinafter referred to as "Customer")

Company name:

Name of customer:

Address:

Phone number:

E-mail:

Technical contact person:

Read and write permission

Read-only rights

## **1. OBJECT OF AGREEMENT**

Flughafen Stuttgart GmbH (hereinafter referred to as 'FSG') permits the use of Web- CaeSAr (external CSA tool) and the data made accessible through its use, within the framework of the Airport CDM procedure, for the period of validity of this Agreement.

The setup of Web-CaeSAr on the respective Customer computers is the responsibility of the Customer. FSG provides setup support and general product support, but does not provide on-site support.

In addition, use of the product is subject to the following provisions of this Agreement.

## **2. CONCLUSION OF THE AGREEMENT**

The User Agreement becomes effective when the Customer sends a signed copy of this form to FSG. Once this contract has been received, Flughafen Stuttgart GmbH will carry out the verification. After approval, the FSG will take the necessary steps to make access to Web-CaeSAr possible for the Customer.

Access is provided by means of a confirmation e-mail with the necessary information to be able to set up the application on the Customer side.

## **3. AVAILABILITY / SERVICE QUALITY**

FSG will make every effort within the framework of its existing technical and operational capabilities to ensure the highest possible availability of the overall system connected to Web- CaeSAr. However, no warranty and/or guarantee can be given that the system will be available at a certain time, for a certain period of time, or in a certain functional scope. In particular, FSG does not assume any warranty and/or guarantee for all data connections and data contents not belonging to its area of responsibility.

FSG also cannot assume any warranty and/or guarantee for the function and performance of the application, as the properties are significantly influenced by the devices, network connections and device usage scenarios provided by the Customer or its IT environment.

Web browsers that support Web-CaeSAr access:

- Microsoft Internet Explorer, version 8 or higher

Functional but not supported web browsers:

- Mozilla Firefox, version 13 or higher
- Apple Safari, version 5 or higher

In order for Web-CaeSAr access to work properly, cookies must be accepted in the web browser.

#### 4. ACCESS AUTHORISATION / DATA TRANSFER / LIABILITY / EXCLUSIONS

The customer is not permitted to transfer rights from this contract to third parties. Access data made available must be handled with due care. The Customer identified in this Agreement is liable in principle, including for all parallel users he/she has applied for. Any further distribution of the data or views from the Web-CaeSAr access and any feeding of the data into other systems (e.g. via video or remote sessions) is not permitted and shall render the user liable for damages to FSG and any injured third parties. In the event of such a breach of contract, FSG shall be entitled to immediately block Web-CaeSAr access – even without prior extraordinary termination – or to discontinue it in whole or in part.

The contract runs for an indefinite period. It can only be terminated by the parties extraordinarily (i.e. without notice) if there is an important reason. An important reason must exist in particular in the event of a breach of the obligations referred to in the previous paragraph. In the event of an extraordinary termination, FSG shall be entitled to terminate the system access immediately and to completely deactivate or remove access. An important reason must also exist in cases of other misuse of the system, as well as deliberate incorrect input or manipulation of data.

FSG makes the contents of Web-CaeSAr available to the best of its knowledge, but without guarantee. Compensation claims of the Customer or other third parties against FSG or other service providers due to incorrect or missing information or incorrect provision of information are excluded.

FSG shall also be liable – for whatever legal reason – for its employees, staff, legal representatives or vicarious agents, only in the case of intent and gross negligence or in the case of breach of essential contractual obligations. “Essential contractual obligation” here is above all the mere non-binding provision of access to Web-CaeSAr without, however, a specific function or scope of functions, a specific availability or integrity and quality of the data to owe. In case of culpable – neither intentional nor grossly negligent – violation of an essential contractual obligation, FSG’s liability shall in any case be limited to compensation for the foreseeable damage typical for the contract.

The parties agree that the foreseeable damage typical for the contract is limited to the amount of € 10,000 in the event that FSG is responsible.

The above limitation of liability shall not apply to damages culpably caused by FSG, its legal representatives or vicarious agents as a result of injury to life, limb or health.

**Apart from that, FSG’s liability is excluded.** This applies in particular to claims of loss of profit, savings not made, useless expenditure or other direct or indirect consequential damage, as well as claims arising from the failure or from technical and/or operational and temporary shutdowns of the system. In addition, the parties agree that FSG is not liable for damages resulting from culpable behaviour on the part of the Customer. In the event that FSG is therefore held liable by third parties, the Customer shall indemnify FSG upon request and hold FSG harmless (including all court and out-of-court costs incurred).

By signing this Agreement, the conditions of the FSG are acknowledged.

## 5. FEES

The FSG provides Web-CaeSAr free of charge as part of the Airport CDM procedure.

## 6. SERVICE CENTER

A user help desk is available on weekdays during normal office hours as the central reporting point for malfunctions.

Availability of the user help desk:

Monday to Thursday: 7 am to 4:30 pm

Friday: 7 am to 1 pm

Phone number (internal): -3000

Phone number (external): +49 711 948 3000

E-mail: ServiceCenter@stuttgart-airport.com

The following data should be transmitted to the user help desk in the event of error messages:

- Full user name
- Company / department
- Location of the end device
- Web-CaeSAr username
- Telephone number for queries
- Description of the malfunction
- Time of malfunction

## 7. CONTRACT DURATION / TERMINATION / AMENDMENT NOTICE

The termination period is four weeks to the end of the month for both the Customer and the FSG. Notices of termination must be in writing and must be sent to the address given on the first page. In particular, the Customer is obliged to terminate this agreement in writing if the need to use Web-CaeSAr no longer exists.

The Customer is obliged to inform the Airport CDM team at Stuttgart Airport of the flight events for which he/she is responsible at Stuttgart Airport. Any changes must also be declared immediately. All notices of changes must be in writing and must be sent to the address given on the first page.

## 8. CONCLUDING PROVISIONS

Should one or more of the above provisions be or become invalid, the validity of the remaining provisions shall not be affected. In place of the invalid provision, a provision shall be deemed to have been agreed which, within the framework of what is legally possible, comes as close as possible in terms of place, time, extent and scope to what the parties to the contract intended, in accordance with the original meaning and purpose of the invalid provision. The same applies to possible gaps in the contract. Amendments to this Agreement must be made in writing. The law of the Federal Republic of Germany shall apply to the exclusion of the provisions of the CISG. The exclusive place of jurisdiction is Stuttgart.

Name of client in capital letters	Place, date, signature of client
_____	_____

<b>Approval by Airport CDM Organisation</b>          _____ Date, signature of A-CDM local manager	<b>Approval by FSG department IT-services</b>          _____ Date, signature of team leader Aviation Systems
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