

Supply and licence agreement for DITR Data Services

between Beuth Verlag GmbH, Berlin, hereinafter referred to as the 'Licensor'), and

Company:

(hereinafter referred to as the 'Licensee'), the following agreement is concluded.

1. Supply

- (1) The Licensor undertakes to supply data from the DITR database (DIN Software GmbH) on an ongoing basis according to the specification agreed between the Licensee and Licensor.
- (2) At a point in time to be agreed, generally in the month in which the agreement is concluded, the Licensor will supply the basic stock of customized data from the database. Updates will be provided monthly.

2. Prices

- (1) The price of the DITR data service shall be calculated as
 - the total price of all database fields ordered by the Licensee,
 - plus any data packages, and
 - Intranet licences.
 The database fields on offer, including the current prices for a one-year subscription for such, are listed in the order specification DITR data service.
- (2) Price changes may only come into effect from the first day of a calendar year and only after a notice of change has been made at least three months in advance. If the prices are increased by more than 10 % over the price of the previous year, the Licensee is entitled to an extraordinary right to cancel. If the Licensee does not make use of the extraordinary right to cancel within six weeks of being notified of the price change, this Agreement shall be renewed for a period of one year in accordance with the conditions of this Agreement.
- (3) At least the following categories must be ordered:
 - Document number, document type, publication date, German title, issuing body and publisher.
- (4) If a single delivery of the basic data stock is desired rather than a supply of data over one year, the price for the single delivery of the basic data stock shall be 80 % of the price for a year's subscription.
- (5) If the Licensee orders all data fields of the DITR database, the price of a year's subscription is reduced by 20 %. There is no price reduction for a single delivery of the basic data stock. There is no discount on Intranet licences.
- (6) Once a year, subscribers can request a delivery of all data stock ordered by them within the relevant profile.

3. Payment

- (1) The price of a year's supply of data will be charged on delivery of the basic stock of customized data from the database and, in subsequent years, with the first delivery of the calendar year, for one year in advance. Payment shall be made in full within 30 days, calculated from the date of invoice.
- (2) Should the Licensee fail to take delivery of the partial deliveries referred to in clause 1 (2), he nonetheless remains obliged to pay the price of a full year's supply of data.

4. Right of use

- (1) The data contained in the DITR database and the data and information services produced from these are copyright-protected works of DIN Software GmbH and are marketed by the Licensor.
- (2) The Licensor grants to the Licensee, subject to payment of the charge for permission to use the data according to clause 3, for the duration of this Agreement, the non-exclusive, non-assignable right to use the data supplied solely within the scope indicated in this clause.
- (3) The data supplied by the licensor is for personal use only, in the territory*), within the company of the Licensee. The Licensee is not permitted in any way to pass on data to third parties. All copyright subsists and shall remain with DIN/DITR. The provision of data exclusively for personal use within the company of the Licensee does not constitute a sale. The data remain the property of DIN/DITR. Any liability for breach of warranty for DITR data in data collections of the Licensee is excluded.
- (4) 'Personal use' includes use by a company whose registered office is in Inland (= the territory *) and in which the Licensee has a share of more than 50 %. The passing-on of data via networks to a subsidiary of the Licensee, in particular outside the territory*), or to a representation outside the territory*), is also prohibited unless an extended right has been expressly granted by the licensor also to use the data outside the territory*).
- (5) The Licensor grants the Licensee the right to use the data from the DITR database as a source of data for combination with other data collections, databases or retrieval systems of the Licensee and to copy, reproduce, alter or disseminate them in the company's internal networks (LANs) for personal use within the company in the territory*) Any other form of network use is prohibited unless an extended right to use the data (i.e. intranet licence) has been expressly granted by DIN/DITR. The use and/or dissemination in open Internet and extranet applications is absolutely forbidden.
- (6) The Licensee warrants not to transfer, duplicate, distribute, resell or disseminate in networks any data, in any form, from the DITR database, to or on behalf of third parties, without the express prior permission of the Licensor. Any use in intranet applications of data from the DITR database or of any data or information services produced from these require an intranet licence.
- (7) The Licensee undertakes to include, in a suitable manner and at a suitable place on the products or services produced by the Licensee from the DITR data and information services, notice of copyright and of reservation of title on the part of DIN Software GmbH according to clause 4 (1) of this Agreement.

5. Warranty and liability

- (1) The Licensor shall exercise the diligence of a prudent businessman in the production of the data services and shall properly maintain the data according to his best knowledge and abilities. No guarantee can be given by the Licensor that the data supplied are complete and correct, particularly as regards data created and provided by foreign organizations on their own responsibility.
- (2) Should the data consignment fail to correspond to the order specification or be otherwise defective, the Licensor shall undertake to remedy such defects within four weeks. If the defect is not remedied within this time, the Licensee is entitled to set in writing a deadline for such remedy and, where the Licensor fails to remedy the defects, the Licensee is entitled to withdraw from the Agreement altogether.
- (3) Claims of the Licensee for compensation, regardless of the legal ground, especially due to breach of duties from the obligation and from illegal action, are barred. This does not apply where there is obligatory liability, for example according to the German Product Liability Act or in cases of harmful intent, gross negligence, or harm to life, body or health, or where there is a guarantee of a certain property or a fundamental breach of contract. Compensation for damages due to a fundamental breach of contract is nevertheless limited to foreseeable contract-typical damage, as far as it is not based upon harmful intent or gross negligence or liability arises from harm to life, body or health, or where liability is based on a guarantee of a certain property.
These provisions do not imply any change in the burden of proof to the disadvantage of the Licensee.

6. Data protection

In the course of its business activities, the Licensor uses a data processing system and stores the Licensee's data for business purposes and only where permitted by the German Data Protection Act. A data protection officer has been appointed. The Licensee is aware of this and gives consent to the collection, storage, and processing of customer data by the Licensor and to the passing on of this data to businesses belonging to the DIN Group for advertising purposes. The Licensee can at any time forbid the use of his data (name, title and address only) for advertising purposes. Advertising by e-mail requires the Licensee's express consent.

7. Duration of agreement

- (1) This Agreement shall come into force one day after the date of its signature and will remain valid for one year until the end of the calendar year. The Agreement shall continue in force per period of

one year unless notice of termination is given in writing not later than three months to the end of a calendar year.

8. Other provisions

- (1) Order specification, in certain cases together with Order specification in combination with full texts constitute part of this Agreement.
- (2) All changes to this Agreement must be made in writing. In all other respects, the law of the Federal Republic of Germany shall be applicable.
- (3) In the event of a provision of this Agreement being or becoming invalid or unenforceable, the validity of the other provisions of the Agreement shall remain unaffected thereby. In such a case, the parties shall rather undertake to substitute for the ineffective or unenforceable provision an effective or enforceable provision that comes closest to the aim and spirit of the provision requiring substitution.
- (4) Tiergarten district court in Berlin shall be agreed as the court of jurisdiction responsible for all disputes arising out of the contractual relationship. The Licensor is entitled to bring action at the principal place of business of the other party to the Agreement.

9 Special conditions

Supplementary Intranet license

According to international and European copyright law, use of data provided by the DITR data service is only deemed in accordance with clauses 4.4 and 4.5 of this Agreement if it is limited to the dissemination of the data within a LAN and use within the territory*).

Any use of data going beyond the above-mentioned provisions and involving dissemination in regional (European) and/or international (worldwide) systems shall be subject to a price increase on a percentage basis of the total sum of the ordered DITR data service and will involve the granting of a European and/or international Intranet license. The percentage increase for the Intranet license shall be calculated on the basis of concrete information given by the Licensee in the order specification DITR data service.

The Agreement applies to Intranet licenses initially for 2 calendar years 3 months before this period has ended the information will be verified and adjusted if necessary. By signing for the Intranet license, the Licensee ensures to the best of his knowledge the accuracy of the information he has provided.

Signature Licensor

Signature Licensee

(Date) (authorized signature)

(Date) (authorized signature)

*Defined in Germany and abroad in terms of German tax law in the currently valid version