

Database Order Contract – Terms of Use and Disclaimer between the “Database Provider” and the Customer

1. Subject Matter of the Contract

Using the database and downloading CAD files is free of charge.

The database is to be used only by customers who are entrepreneurs according to business conditions. These are natural or legal persons or legal business partnerships, which act in practice of a commercial activity or activities of a self-employed person.

The database provider supplies the customer with online access to this database and the therein contained data per http via internet for research and to retrieve data within the frame of this contract. The use of this database is solely based on the existing terms of this contract. Other terms and conditions are invalid even if the database provider does not exclusively object to these. Amendments and changes to the contract are valid in writing only. The purpose of this data is limited to the use of this data for CAD designs. Any use of this data with the aim of replacing or copying parts of or the database is strictly prohibited.

2. Use of Customer Data, Non-Disclosure and Data Protection

The database provider records the usage and billing data and saves these respectively during the time permitted by law. Upon request, the customer has the right to be informed about his saved data, free of charge. The customer is hereby informed that the database provider saves and mechanically records the customer's complete address and other order related data in machine-readable form and according to the guidelines of the Federal Data Protection Act. The database provider guarantees the confidential treatment of this data. The customer must allow to be registered in the attached form in order to validate this contract and for data retrieval. The database provider is expressly authorized to pass on the third-party usage data of the customer to the respective manufacturer as well as the transmission of usage data to third parties for purposes of advertisement, marketing research and surveys.

With this consent form, the customer accepts the usage right of the database provider concerning the data of the customer. The customer is thus informed of his right to withdrawal at any time for future effect. The withdrawal is to be explained to the database provider.

3. Guarantee

The database provider does not assume liability for the access options on the database and the availability of the saved data. The database provider has compiled the data with utmost care. The database provider does not assume liability for the guaranteeing correct, complete, up-to-date and usable data recalled by the customer. The identity of the dimensions of parts in the database to the purchased parts is not guaranteed either. No guarantees necessarily account for particularly insignificant impairments during research, data recall or concerning the content of the data (e.g. typos), which do not significantly impair the database. Excluded from the warranty are problems that arise from defects or interruptions in the customer's computer, communication channels, or from improper use by the customer.

4. Liability

The granting of free use of the database occurs as a gesture of goodwill and at the customer's own risk. The database provider assumes responsibility and liability only in the event of intent and gross negligence or breach of an essential requirement for the completion of the contract. Any liability for consequential damages arising from the use of third data cannot be assumed. Warranty and liability are excluded for the remainder of the contract.

5. Terms of Use

All rights, in particular the copyright use and analysis right of the database as well as those to the essential parts of the database, in relation to the customer, are exclusively reserved for the database provider. The customer has the right to conduct searches in the database and save a selection of the

researched data on the ROM of his computer. The customer may print out the retrieved data as a hard copy or save it onto the hard drive of his computer. The customer may use the retrieved data for personal uses only.

The following uses of data recalled in electronic form by the customer are strictly prohibited:

- a) The use of the retrieved data to produce more than just individual copies or for making systematic collections or compiling a new database, especially the systematic collection in computer systems, the systematic collection of data in PDM systems, or systems with the same objective target.
- b) The production of additional copies of the downloaded data for personal scientific use, if carried out for commercial purposes and the inclusion of additional copies in personal files, even if this is for the customer's own information and concerns daily demands.
- c) The retrieved data may be passed on to business partners and companies (such as workshops) for consideration and implementation of concrete projects. The customer will ensure that the business partners of the company do not to use the data for other purposes. Otherwise, the retrieved data may not be provided to third parties, distributed, or communicated to the public.
- d) The translation, adaptation, arrangement and other alteration of the retrieved data requires the consent of the database provider. The compilations of summaries (abstracts), which replace the notice of the original data, are prohibited.
- e) The distribution of this data to the direct or indirect competitor of the database provider.

The customer may not remove any copyright, trademark and other reservations of rights in the data.

A violation of these Terms of Use or attempt to circumvent the barriers to entry, constitute a copyright violation and entitle the database operator to collect damages.

6. Special Provisions for Information Brokers

Information brokers (equals customer in this contract) that run the database research for clients, may pass on the research results mentioned under paragraph 5 to the respective client, if the client has agreed, in written form, to abide by the terms of use of the customer addressed by the database provider according to paragraph 5, and the customer offers the database provider a formal obligation agreed to by the client upon request.

7. Technical Specifications

The customer is responsible for supplying the connection to the database provider's servers and for all other technical outfits.

The database provider has the right, if necessary also during working hours, to conduct maintenance on the server and the database. This may result in disturbances concerning data recall for which the database provider assumes no liability.

8. Customer Obligations

The customer ensures that unauthorized third parties do not gain access to copies made by him or gain unauthorized access to the contents of the database. The database provider reserves the right to investigate suspected abuse or breach of contract, take appropriate actions, and upon justified suspicion, reserves the right to freeze the customer's access to the database.

The customer may only use the database appropriately. In particular the customer should: use the database appropriately especially not in contradiction to the terms of use (paragraph 5); be responsible for protecting the basics of data privacy; abide by official and technical regulations, as well as netiquette (internet-specific system of rules); immediately announce indications of misuse of the database to the database provider.

The customer is obligated to inform the database provider about noticeable damages or defects of the database.

9. Jurisdiction and Applicable Law

All legal relations arising from this contract are subject to the laws of the Federal Republic of Germany excluding the UN sales law. Court of jurisdiction is Augsburg (Germany).

I hereby declare myself to conclude the Database Order Contract. In particular, I hereby authorize consent to share the use of data in the context of paragraph 2 of this contract. I hereby also certify that I own a valid CAD software license and confirm to use the data solely for the above described purpose(s).