

## Preamble

Auerswald GmbH is a manufacturer of telecommunications products that are marketed via distributors. Auerswald is interested in providing and licensing the necessary image, graphic and text documentation within a model authorised by Auerswald in order to assist these marketing partners. This ought to ensure a visually consistent, high quality as well as factually correct and up-to-date image. Furthermore, the marketing partner will be exempt from the obligation to verify the right of use for documents obtained elsewhere.

The Data Usage Agreement set out below is concluded.

between	Auerswald GmbH	and	Company:	_____
	Hordorfer Straße 36		Street, No.:	_____
	38162 Cremlingen		Postcode, Town:	_____
	Germany		Customer No.:	_____

(hereinafter referred to as the **licensor**)

(hereinafter referred to as the **licensee**)

## 1. Subject of the agreement

- 1.1 The subject of this agreement is the licensing of the licensor's image, graphic and text documents for the advertisement and description of the licensor's products.
- 1.2 The licensor will expressly provide the licensee with the data on the website <https://marketing.auerswald.de> for download exclusively for this purpose.
- 1.3 The licensee, as well as the companies and persons acting on its behalf, may acquire the licensed documents and use them for the projects and services ordered by the licensee, provided they serve the purpose specified under 1.1.

Any additional usage or sharing of the data with a third party is not permitted.

The licensee is obliged to protect the data provided against unauthorised access.

- 1.4 Rights and obligations arising from this agreement shall apply exclusively to the data/documents specified under 1.1 and cannot be transferred to other data belonging to the licensor.

## 2. Usage right

- 2.1 The data transmitted for usage is copyright-protected by the licensor.
- 2.2 The licensor will be responsible for ensuring that exercising of the rights granted to the licensee does not conflict with any third-party rights over the subject of the agreement.
- 2.3 The licensee will receive the free, basic usage right, without limitations in content or place, to distribute and duplicate the documents specified under 1.1 on its online platform and in its printed products for the purpose of marketing the products illustrated or described in the documents.

Should the licensee commission a service provider to further process the data, it will be responsible for agreeing the conditions of usage, which satisfy the content of the agreement reached with the licensor, in writing before transfer of the data. A copy of the agreement reached with the service provider is to be delivered to the Licensor.

- 2.4 The usage right includes the right to edit the licensed documents. In doing so, it is to be ensured that the name, character and defining features of the Licensor's products are not altered. In particular, the manipulation of design aspects as well as the distortion of images by means of discolouration, disproportionate scaling as well as embedding in inappropriately themed settings are prohibited. The provisions of the licensor's CI style guide are to be complied with.
- 2.5 Furthermore, the source of the data is to be referred to as follows in a clearly visible position: "Usage of digital data belonging to Auerswald GmbH, Hordorfer Straße 36, 38162 Cremlingen, GERMANY."

- 2.6 The data provided may not be used for purposes that violate the existing agreements between the licensee and the licensor (Auerswald GmbH), in particular not for illegal purposes and/or unlawful advertising. If a third party asserts claims against the licensor due to a use of the data for which the licensee is responsible, the licensee shall defend these immediately and in any case indemnify Auerswald GmbH upon first request from damages and expenses that are attributable to the contractual or unlawful conduct of the licensee.

### 3. Liability

- 3.1 The licensor assumes no responsibility for the correctness, integrity, completeness, consistency and accuracy of the data made available pursuant to No. 1. It is also not liable for damages of any kind (e.g. due to lost profit, loss of data, etc.) that occur due to usage of the data made available, impossibility of usage or application errors. This exclusion of liability will not apply to damage that is caused by the licensor's wilful intent or gross negligence.
- 3.2 The licensee is liable for all damages incurred by the licensor in accordance with the provisions of the German Civil Code. In addition, the licensee must return revenue obtained on the basis of behaviour that is contrary to the terms of the agreement to the licensor and may be excluded from future use of the licensor's data.

### 4. Time limitation and termination of usage

- 4.1 The usage right over the data identified in No. 1 will be granted to the licensee for a period of 2 years following the signing of this agreement by the licensor. Usage beyond this period requires the licensor's written declaration of consent.
- 4.2 The right to use the data made available ends
- a upon expiry of the agreed usage period pursuant to No. 4.1,
  - b by means of the written declaration of one of the parties with a notice period of 4 weeks,
  - c in the event of intentional or grossly negligent breach of contract on the part of the licensee, following termination of the agreement without notice on the part of the licensor,
  - d in the event of succession on the side of the licensee or
  - e in the event of the licensee's demise (e.g. bankruptcy).

### 5. Transferability of the usage right

The usage right is non-transferable.

### 6. Obligations of the licensee

Upon termination of the usage right, the licensee is required to delete all data and copies made of any kind in its possession without delay.

### 7. Written form

Each contracting party will receive a copy of the Data Usage Agreement. Modifications and amendments to the Data Usage Agreement must be made in writing.

### 8. Entry into force

The Data Usage Agreement will enter into force once it has been signed by both parties.

### 9. Severability clause

Should one of the above regulations be or become ineffective, the remaining regulations of the agreement shall remain hereby unaffected. In this case, the parties are required to find an effective regulation in the place of the ineffective regulation which the parties would have agreed on, had they been aware of the ineffectiveness.

### 10. Applicability of German law

This agreement is subject exclusively to German law.

for the licensor:

Auerswald GmbH

Place, date and signature

for the licensee:

Company

Place, date and signature