

TERMS OF SUBSCRIPTION

in force between Bundesdruckerei GmbH, Berlin
- hereinafter referred to as "BDr" -

and the subscriber to DEPAROM DVD
- hereinafter referred to as "User" -

§ 1 Scope of contract

1. BDr makes available digitized data of the patent and utility model publications (DEPAROM-ACT: A, B, C, DD and, as far as possible, T1/T5 specifications; DEPAROM-U: U1 specifications; DEPAROM-KOMPAKT; incl. corrections) of the German Patent and Trade Mark Office on DVD; all pages of the specifications are stored in facsimile, character-coded searches are possible within the most important bibliographic fields of all specifications and within the full text of DEPAROM-ACT, further, a cumulative index does exist (assignment, number of specification/DVD issue and disk number).

The scope of contract does not cover specifications which have their origin in applications which have been filed before 3 October 1990 at the former patent office of the GDR or its legal predecessor.

2. The DEPAROM-ACT DVD shall be delivered to subscribers once a week. It contains the data of the patent publications of the current publication week.

The DEPAROM-U DVD shall be delivered to subscribers on a two-week basis. It contains the data of the utility model publications of two publication weeks. The day of announcement is, as a rule, five weeks after the day of publication.

The DEPAROM-KOMPAKT DVD shall be delivered to subscribers on a two-month basis. It contains the bibliographic data and the character-coded abstracts of all German patent publications in a searchable format.

3. BDr provides a search and retrieval software, an update of which is contained in every DVD.

4. BDr makes any effort to deliver the DEPAROM-ACT DVD at the day of publication. As a rule, the DEPAROM-U DVD arrives at the User five weeks after the day of entry of the relevant latest publication week on the DVD.

However, observance of the delivery dates cannot be guaranteed.

§ 2 Title and right of use

1. Subject to payment of the fees in accordance with § 5 for the relevant period of delivery, BDr shall pass on the title in the data carrier to the User upon delivery of a DVD, search and retrieval software included. The German Patent and Trade Mark Office shall retain any rights of use and the power of disposition of the data processing made available. The German Patent and Trade Mark Office grants BDr the non-exclusive and non-transferable license to pass on rights therein to Users, subject to the provision of this contract.

2. BDr grants the User the non-exclusive and non-transferable right to use the data for internal purposes with the help of the search and retrieval software, e.g. to print or download individual specifications for internal use. Passing on printouts or downloaded data to third parties is not considered to be an exclusive internal use; this also applies to passing on data between affiliated companies or within federations, associations or alike as far as these are companies having separate legal personality. However, the User is allowed to pass on printouts or downloaded data on the basis of single or periodically recurring individual customer orders. Any other use like the offering of data through a publicly accessible online database or through a marketable product, like a DVD that can be offered to several potential customers in the same form and with the same data contents, is subject to the consent of the German Patent and Trade Mark Office. Furthermore, it is forbidden to resale data in any form to third parties. The recipient and/or

User of the transferred data is only granted a simple right of use. It is not allowed to pass on this data to third parties.

3. The use of the DVD products DEPAROM-ACT and U in a network with many possibilities of use is free of extra charge.

In case of use in a network allowing many possibilities of use, extra charges have to be paid for DEPAROM-KOMPAKT in the amount of EURO 300.--/year.

4. For any failure to observe the restrictions on use a contractual penalty amounting to EURO 5,000 (in words: five thousand EURO) shall be paid to BDr, unless the User can prove that he is not responsible for the infringement or that he is only responsible for simple negligence.

5. The German Patent and Trade Mark Office and BDr retain any rights in the search and retrieval software. BDr shall sublicense a non-exclusive, non-transferable right of use to the User. The User may not pass on or lend the software to third parties nor may he produce copies thereof. This prohibition to pass on, lend or copy the software also applies to subsidiaries, affiliated companies or comparable group companies. The User shall be liable to the German Patent and Trade Mark Office and BDr for the production of any unauthorized copy which has its origin in the copy of the software made available to him.

§ 3 Liability

1. BDr shall not be liable for the completeness, the accuracy of the contents and the faultlessness of the data made available in accordance with § 1 and of the search and retrieval software or for any damage incurred due to its use (e.g. by so-called virus programmes).

2. BDr shall only be liable for simple negligence if essential contractual obligations have been violated. In case of financial loss and damage to property, this liability is limited to any average direct damage typical and foreseeable. This shall also apply to any slightly negligent violation of obligations on the part of the legal representatives or agents of BDr.

BDr shall not be liable to entrepreneurs for any slightly negligent violation of insignificant contractual obligations.

3. The above disclaimers of sections 3.1 and 3.2 shall not apply to damage caused intentionally or as a result of grossly negligent violation of obligations on the part of BDr, damage in accordance with the Product Liability Law or damage caused as a result of infringement of life, body or health.

4. Claims for damages by the User as a result of a defect shall become time-barred one year following delivery of the goods. This shall not apply in the case of fraudulent intent of BDr.

§ 4 Duration, termination of contract

1. The contract shall be applicable to the DVD subscriptions stated in the order.

The subscription is automatically extended by one year unless one party to the contract has given written notice 6 weeks prior to the expiry of the annual subscription.

2. The rights of use stipulated in § 2 shall not be prejudiced by further delivery commitments.

3. If the User does not observe his obligations under this contract and if the data, in particular those received from BDr, is used in a way contrary to the terms of this contract, BDr may terminate the contract with regard to its delivery commitment within a period of 30 days, if after a written notice this violation of the contract terms is not stopped forthwith. Upon this termination becoming effective, the right to pass on printouts to third parties expires (see § 2, sub-section 2). Any payments made shall forfeit. This shall not prejudice the right of termination without notice in the case of a particularly serious breach of contract (e. g. infringement of § 2 sub-section 4) and the right to claim liquidated damages.

§ 5 Delivery, prices

1. If the User is an entrepreneur, the risk of accidental loss or accidental deterioration of the goods shall pass to the User upon delivery of the goods to the person or institution determined to perform the delivery. If the User is a consumer, the risk of accidental loss or accidental deterioration of the goods shall not pass to the User before handing over the goods, even in the event of a sale by delivery to a place other than the place of performance.

2. All prices quoted shall be deemed to be forwarding costs and VAT excluded.

At present, the forwarding costs per year amount to EURO 230.00 within Germany, EURO 435.00 within Europe and EURO 745.00 world-wide.

The invoice amount is payable in advance according to the terms of payment of the respective invoice. After expiry of the term of payment stated in the invoice, the User is deemed to be in default.

A consumer shall be charged of an interest on arrears at a rate of 5% above the basic lending rate during default.

An entrepreneur shall be charged of an interest on arrears at a rate of 8% above the basic lending rate during default. BDr reserves the right to establish and to assert a higher claim for default caused by the entrepreneur.

The User shall be entitled to set off claims only if his counterclaims have been recognised by declaratory judgement of BDr.

The User shall make use of his right of retention only if his counterclaim is based on the same contractual relationship.

§ 6 General conditions

1. BDr shall have the right to transfer this contract together with any existing rights and obligations still in force to an affiliated company, to the German Patent and Trade Mark Office or to any third party which shall be appointed by the German Patent and Trade Mark Office. The User shall be notified in writing.

2. The place of performance and jurisdiction is Berlin. The contract is exclusively governed by the German law. The terms of the UN Sales Convention do not apply.

3. Any modifications and amendments shall be made in writing to become effective.

4. If one or more provisions of these terms are or become ineffective or invalid in whole or in part, this shall not affect any other provisions of these terms. An ineffective clause shall be replaced by an effective clause which is economically closest to the purpose of an ineffective provision. The same applies in case of a gap in the provisions.