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General license conditions

Tailored PE-Finder

a service of the **PE-Systems GmbH**
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Status [01/2020]

1. Scope and right of amendment

1.1. These General Terms and Conditions of Licensing apply to all contracts between the customer and PE-Systems GmbH (hereinafter referred to as "PE-Systems"), the subject of which is the temporary provision of database services and the underlying database (hereinafter both jointly referred to as "Database Services") via a telecommunication connection (hereinafter also referred to as: Software). Deviating, supplementary or conflicting terms and conditions of Customer, which are not expressly accepted by PE-Systems, are non-binding for PE-Systems, even if PE-Systems does not expressly object to them. The General Terms and Conditions of Licensing shall also apply if PE-Systems, being aware of conflicting or deviating terms and conditions of Customer, unconditionally executes Customer's orders.

1.2. These General Terms and Conditions of Licensing shall also apply to all future business relations of PE-Systems with the Customer or its legal successor, which have as their object the temporary provision of the software for access to the data bank services of PE-Systems via a telecommunication connection, even if they have not been expressly agreed upon again.

1.3. PE-Systems is authorized to change these General License Terms at the beginning of each renewal period (see § 14). Insofar as PE-Systems takes this into consideration, the Customer shall be notified of the changes in writing at least six weeks prior to their effectiveness. The customer shall have a special right of termination at the time the changes take effect. If the customer does not notify us of the change within six weeks of receipt of the change notification written notice of termination, the changes shall become part of the contract at the time they take effect. PE-Systems will explicitly point out these consequences to Customer in the notice of change.

2. Registration and conclusion of contract

2.1. The use of the database services of PE-Systems requires registration. This may only be carried out by natural persons with unlimited legal capacity on behalf of entrepreneurs. Consumers, minors, persons with limited legal capacity as well as legally incompetent natural persons are not allowed to register. PE-Systems is entitled to reject registrations and contract offers without giving reasons.

2.2. By filling out and sending the web form, the customer makes an offer for the time-limited use of the software and the database services of PE-Systems, including these license terms.

2.3. The registration data must be complete and accurate. The customer will receive a confirmation of receipt by e-mail immediately after registration. In this context PE-Systems accepts the offer of the customer if applicable.

2.4. Each customer may only register once.

2.5. The customer undertakes to make any changes to his registration data without delay.

2.6. Contract language is German and English.

2.7. These license terms, i.e. the contract text, will be stored by PE-Systems and will be made available to the customer upon request.

3. General subject matter of the contract

3.1. The subject of these general license conditions is the provision of the software for the purpose of access to the database services of PE-Systems and the placement of customer content as well as the procurement of corresponding rights of use.

3.2. PE-Systems offers for a fee, the temporary use of the software and the database services via a telecommunication connection for a limited period of time during the term of the contract. In addition, during the term of the contract, the customer has the option of uploading his content via the software for a fee to be agreed separately. For the duration of the contract, the software can be integrated independently by the customer into an Internet presence. Multiple integrations on different internet presences can be agreed upon between the parties for an additional fee.

3.3. The software provides access to the database services, which support their users with user-generated queries on research and development projects in the field of electronics development, up to prototype construction, also with the help of artificial intelligence. This support is provided by component and application recommendations and sources of supply regarding the components to be used on the basis of the stored contents. If Customer wishes to have its own components considered by the Database Services, Customer shall permanently and irrevocably transmit its data records as self-generated content via the Software for storage and use within the scope of the Database Services by PE-Systems and its Customer.

4. Nature and scope of services and provision of services

4.1. PE-Systems shall hold the software and the database services ready for use by Customer on a central data processing system or several data processing systems as of the contractually agreed date. There is no transfer of the software. The transfer for the contractual services of PE-Systems is rather the router exit of the computer center used by PE-Systems, in which the data processing system(s), the software and the database services are provided by PE-Systems.

4.2. The connection of the customer to the Internet, the maintenance of the network connection as well as the procurement and provision of the hardware and software required on the part of the customer or its end customers is not the subject of the respective contract covered by these General Licence Conditions.

4.3. PE-Systems grants Customer the simple, spatially unrestricted right, limited in time to the respective term, to use the software in the form of the contractually agreed services for its own operational purposes. This also includes the integration of the software on an internet presence of the customer. It is clarified that as far as PE-Systems provides new versions, updates or upgrades of the software and the

database services during the term of the respective agreement, the aforementioned right of use shall apply to these in the same way. However, the parties agree that - except for the purpose of correcting defects - PE-Systems is entitled to update services, but is not obligated to do so unless otherwise agreed.

4.4. The software and database services are protected by copyright. All further rights to the software and the database services including their copies remain with PE-Systems without prejudice to the legal minimum rights of use according to § 69 d and e UrhG. The granting of sublicenses by the customer is not permitted. The rights granted to Customer are not transferable without the consent of PE-Systems.

4.5. The functionalities of the software and the database services of PE-Systems result exclusively and conclusively from the functional description communicated upon conclusion of the contract and are known to Customer at that time.

4.6. In addition, PE-Systems enables the customer to access the user help associated with the services. Printed user help is neither owed nor subject of the services of PE-Systems.

4.7. In the context of any further development of the software and the database services of PE-Systems, partial functions can be changed or added or omitted. This shall have no effect on the existence of the respective contract and its term as long as the achievement of the purpose of the contract is not endangered for the customer.

4.8. Unless otherwise agreed, configurations, implementations, parameterizations, instructions, trainings, adaptations, service and support etc. as well as other additional services which are not explicitly defined as subject matter of the contract are not part of the contractual services.

5. Generated contents of the customer, rights and indemnity claim

5.1. The customer can purchase the right to generate content in the form of technical data records for his components and to enter them into the PE-Systems database services by means of the software. The customer knows that this content is used by users of the PE-Systems database services to install and use the components in electrotechnical components.

5.2. PE-Systems does not adopt the contents posted by the respective customers as its own. PE-Systems provides the technical possibilities for the creation and transmission of contents into the database services by means of the software. In particular, PE-Systems does not verify the completeness, accuracy, legality, timeliness, quality and suitability of the content for a particular purpose.

5.3. The customer is fully responsible for the content he provides. He is himself obliged to comply with the applicable laws and in particular to ensure that his content is complete, correct and lawful and that it does not infringe the rights of third parties. In particular, the customer is prohibited from the following actions:

- the posting of content that violates data protection laws, youth protection laws and/or other laws and/or is fraudulent;

- the posting of content that is protected by law or encumbered with the rights of third parties (e.g. patents, trademarks and/or copyrights) without being expressly authorized to do so.

5.4. In addition, the customer is obliged to do the following in particular:

- to design the contents to be created by him and the component described in each case in accordance with the relevant legal requirements in the area of the intended distribution and in doing so to observe in particular the relevant competition, copyright, trademark, patent, name and trademark law requirements as well as other industrial property rights and personal rights of third parties.

5.5. The customer will inform PE-Systems immediately about any infringements of the law of his created contents, even if they occur later.

5.6. The customer indemnifies PE-Systems from all claims of third parties due to infringement of their rights by content posted by the customer. For this purpose, he shall also bear the costs of the necessary legal defense by PE-Systems including all court and attorney fees. This shall not apply if and to the extent that the customer is not responsible for the infringement. The aforementioned release shall remain in effect even after termination of this Agreement for as long as the posted contents are retrievable via the database services.

6. Removal of content and blocking of access

6.1. PE-Systems reserves the right to refuse the posting of content and/or to edit, block or remove already posted content without prior notice, if the posting of the content by the customer or the posted content itself is objected to as illegal and is not obviously legal or if there are concrete indications of illegality. PE-Systems will, however, take into account the legitimate interests of Customer and choose the mildest means and give Customer - as far as possible - the opportunity to comment in advance.

6.2. In the case of obvious violations of the law, PE-Systems is entitled to provide information about the registration data of the customer who posted the content in question.

6.3. In the event of a serious breach by Customer of its obligations under these license terms, in particular under the foregoing § 5 of these license terms, PE-Systems shall be entitled to terminate the contractual relationship for cause and without notice. If Customer is responsible for the violation, Customer shall be obligated to compensate PE-Systems for any resulting damages.

7. Remuneration, price and adjustment and terms of payment

7.1. The remuneration for the services to be rendered for the granting of use results from the respective contract documents. It depends on the modules booked and the rights granted for the database services.

7.2. All prices and price quotations are subject to the statutory sales tax.

7.3. Only the services expressly specified in the respective contractual documents are included in the prices. Costs of configurations, implementations, parameterizations, instructions, trainings, adjustments, service and support etc. are to be remunerated separately, subject to other agreements, just like other additional services which are not expressly defined as the object of performance. If Customer makes use of such services of PE-Systems, they shall be remunerated according to the general price list applicable at the time of the order, the generally applicable hourly rates of PE-Systems, unless otherwise agreed.

7.4. In order to compensate for increased personnel and other costs, PE-Systems has the right to change the prices and remunerations for the respective contractual services. However, such a price change is permissible at the earliest 12 months after conclusion of the contract and only once a year. PE-Systems shall notify the Customer in writing of the changes at least six weeks before they take effect. In the event that the customer does not accept the price increase, he is entitled to terminate the contract in its entirety with one month's notice to the end of the calendar month. In the event of termination, the prices which have not been increased shall apply until the termination becomes effective.

8. Duty to cooperate

Customer agrees to actively support PE-Systems in the provision of services free of charge and to the best of its ability. He undertakes in particular:

8.1. in the event of disruptions in the use of services, PE-Systems shall be informed thereof without undue delay;

8.2. to keep the access data to the software and the database services (user name, password) secret and not to make them accessible to third parties; it is Customer's responsibility that the user name does not violate the rights of third parties, in particular intellectual property rights and trademark rights, and does not offend common decency; Customer is aware that PE-Systems will not ask for passwords at any time;

8.3. should he receive indications that his registration has been misused by third parties, to inform PE-Systems immediately;

8.4. to refrain from collecting or otherwise accessing the content of other customers or by users by means of automated mechanisms (e.g. bots or robots);

8.5. refrain from collecting and storing information of other customers and/or users without their consent;

8.6. to refrain from spreading viruses, Trojans and other harmful files when uploading content to the database services and when communicating with other participants;

8.7. refrain from distributing and/or publicly reproducing any content available via the Database Services, unless expressly permitted to do so by the respective author or expressly made available as a functionality via the Database Services;

8.8. to refrain from any action which is likely to impair the smooth operation of the software and the database services, in particular to place an excessive load on the systems of PE-Systems;

8.9. to take reasonable precautions in the event that the Software does not work properly in whole or in part, by testing it thoroughly for its usability for the intended purpose prior to its operational use;

8.10. to use the Software for the intended purpose in accordance with its intended use. PE-Systems at an early stage all information, documents and data which are required or helpful for the execution of the contract;

8.11. to obtain the necessary consents from the persons concerned, insofar as personal data is collected, processed or used when using the software and no legal grounds for permission apply;

8.12. to perform regular backups according to the importance of the data and to create own backup copies in order to enable the reconstruction of the data and information in case of loss, whereby any obligations of PE-Systems to perform backups remain unaffected.

9. Liability for defects

PE-Systems shall be liable for defects in the contractual services exclusively in accordance with this § 9.

9.1. A defect shall be deemed to exist if the suitability for the contractual use is nullified or not insignificantly reduced. If the suitability for the contractual use is completely cancelled, the customer shall be released from the payment of the remuneration until the defect has been remedied. In the event of partial unsuitability, the remuneration shall be reduced to an appropriate level for the time until the defect is remedied.

9.2. If the services to be rendered by PE-Systems are defective, PE-Systems shall, within a reasonable period of time and upon receipt of a notice of defect, either remedy the defect or render the services again, at its own discretion.

9.3. If the defect-free performance fails for reasons for which PE-Systems is responsible, even within a reasonable grace period set by Customer, Customer may reduce the agreed remuneration by a reasonable amount.

9.4. Customer shall immediately notify PE-Systems in text form of any defects that have occurred.

9.5. Customer shall support PE-Systems free of charge in the elimination of defects to the extent possible and reasonable and shall in particular provide PE-Systems with all necessary documents, data, etc., which PE-Systems requires for the analysis and elimination of the defects.

9.6. The strict liability of PE-Systems for damages (§ 536a BGB) for defects existing at the time of the conclusion of the contract is excluded. § 11 remains unaffected.

10. Granting of rights

10.1. Customer may not - unless otherwise agreed - assign individual rights under this agreement or the agreement as a whole to third parties, unless PE-Systems expressly consents thereto. PE-Systems will give its consent if the legitimate interests of Customer in the transfer of rights outweigh the legitimate interests of PE-Systems in not transferring the rights.

10.2. If and to the extent that Customer acquires copyrights by placing its content in the database services, Customer irrevocably transfers all rights thereto, with the exception of the personal copyrights, to PE-Systems by placing the content. PE-Systems is already accepting the transfer.

11. Liability

11.1. PE-Systems makes no warranties regarding the availability, reliability, functionality or suitability of the Database Services and the Software for any particular purpose.

11.2. Liability is excluded unless required by law, e.g. under the Act on Product Liability or in cases of willful misconduct, gross negligence, personal injury or

death, failure to meet guaranteed characteristics, fraudulent concealment of a defect or in case of breach of fundamental contractual obligations. Material contractual obligations are obligations the fulfilment of which is a prerequisite for the proper performance of a contract and on the observance of which the contracting parties may regularly rely. Damages for breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract, unless caused by intent or gross negligence.

11.3. The aforementioned limitation of liability also applies to the representatives, employees and vicarious agents of PE-Systems.

12. Reference

Customer agrees that PE-Systems may name or describe Customer in connection with the Software and the Database Services to a reasonable extent for its own advertising purposes and may provide appropriate references using Customer's company logo/brand name.

13. Set-off and right of retention

The customer shall only be entitled to rights of set-off and retention if his claim on which he bases the right of set-off or retention is based on the same contractual relationship concluded under these licence conditions.

14. Start and term of contract, termination

14.1. The respective contract begins with the day of the conclusion of the contract. The minimum term results from the respective contract documents.

14.2. The contractual relationship may be terminated by either party at the earliest at the end of the minimum term with a notice period of three calendar months. Otherwise, the contract shall be extended by the agreed term in each case and can then also only be terminated with a notice period of three calendar months to the end of the respective extension period.

14.3. The right to terminate for cause remains unaffected. The right of the customer to terminate the contract without notice if the contractual use of the leased property is not granted in whole or in part in due time or is withdrawn again, is excluded (§ 543 para. 2 subpara. 1 BGB).

14.4. All notices of termination under the respective contract must be in writing.

15. Termination of contract

15.1. PE-Systems has the right to irrevocably use the contents posted by the customer in the course of the database services and to make them available to third parties.

15.2. The customer is responsible for exporting any content created and required by him after termination of the contract. PE-Systems will, however, provide him with appropriate support in this regard upon request. Corresponding support services shall be provided against payment and shall be remunerated separately.

16. Text form

Amendments or supplements to contracts concluded under these General Licence Conditions must be made in text form. This also applies to the waiver of this text form requirement.

17. Severability clause

Should any provision of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions.

18. Jurisdiction and choice of law

18.1. If the user is a merchant, a legal entity under public law or a special fund under public law, Darmstadt shall be the place of jurisdiction for all legal disputes arising from and in connection with this contractual relationship. The right to also call upon the court at another legal place of jurisdiction remains unaffected.

18.2. The law of the Federal Republic of Germany shall apply to the exclusion of the laws on the international purchase of movable goods and to the exclusion of the laws on international private law. Mandatory provisions of the state in which the user has his habitual residence remain unaffected.

If this contract is drafted in German and English, the German version shall always take precedence in the event of any differences.