

Additional Conditions for the Purchase of an Intranet Server License of VDMA Specification 24186 to the General Conditions of VDMA Services GmbH

Licensee intends to place the following subject matter of the License in whole or in part only on its internal network (Intranet). For this purpose, Licensor grants to Licensee the necessary rights to the Licensed Material.

§ 1 Subject matter of the license

The Author is the owner of all rights to the VDMA Specification 24186 (all parts). The Licensor has been commissioned by the Author to distribute the VDMA Specification 24618 (all parts) and has been granted all necessary rights of use and exploitation for this purpose.

The subject of the rights of use granted in the following are the following German-language standard sheets ("subject of the license"). The rights of use always refer to the current edition of the subject of the license:

VDMA 24186 Part 0 (as of 2019-09).

VDMA 24186 Part 1 (as of 2019-09)

VDMA 24186 Part 2 (as of 2019-09)

VDMA 24186 Part 3 (as of 2019-09)

VDMA 24186 part 4 (as at 2024-01)

VDMA 24186 part 5 (as of 2019-09)

VDMA 24186 part 6 (as at 2019-09)

VDMA 24186 Part 7 (as of 2019-09)

The Licensor shall provide the Licensee with the subject matter of the License as PDF and Word files as well as the tables of VDMA Parts 1 to 7 as Excel files by e-mail after conclusion of the Agreement. Furthermore, the licensor shall provide the association logo for identification. For the avoidance of doubt: This license does not constitute any further right to use the association logo.

§ 2 New editions, additions and withdrawals

The licensee will be informed about future changes within the VDMA 24186 series by the licensor. This includes:

- a) new edition of an existing part within the VDMA 24186 series after revision
- b) Supplementation of the VDMA 24186 series in the form of a new, previously non-existent part
- c) withdrawal of an existing part within the VDMA 24186 series without replacement.

In the case of new editions (a), the Licensor shall provide the Licensee with the current version in the file formats specified in § 1 without further costs, provided that the new edition is not associated with a change to a higher or lower price group of the VDMA price group index. The determination

shall be made separately for each part. In the event of a price group change, the annual license fee shall be adjusted (§ 5).

In case of a newly published part of the VDMA 24186 (b) series supplementing the subject matter of the license, this part shall become subject matter of the license agreement. The price of the annual license fee shall be adjusted (§ 5).

In the event that a part of the VDMA 24186 (c) series included in the subject matter of the license is withdrawn without replacement, the price of the annual license fee shall be adjusted (§ 5).

§ 3 Scope of Use

The Licensor grants the Licensee the non-exclusive right to include contents of the subject matter of the License in its intranet for the number of users specified in the purchased License.

The Licensee is entitled to make changes and additions. If a partial takeover takes place and/or changes and additions are made, the Licensee shall be obligated to point out this circumstance within the scope of the obligation to provide information pursuant to § 4. The notice must clearly and unambiguously indicate that the scope and content of VDMA 24186 have been modified.

§ 4 Obligation to provide information

The Licensee undertakes to refer in a suitable, prominent and clearly visible place, in a common font size, to the copyright of the Author in the subject matter of the License by adding the following:

"The VDMA Specification 24186 is protected by copyright. All rights are held by VDMA Verband Deutscher Maschinen- und Anlagenbau e.V., Lyoner Straße 18, 60528 Frankfurt/Main. Responsible for the content is the AIG in the VDMA Air Handling Technology Association. The contact person at AIG is Dipl.-Ing. (FH) Thomas Damm (e-mail: thomas.damm@vdma.org)."

In addition, the logo of the VDMA is to be affixed in the immediate vicinity of the above addition. The logo to be used is provided by the VDMA. Any further use of the logo is expressly prohibited.

§ 5 Licence fee

Prerequisite for the granting of a license is the one-time payment of the license fee listed in the store (initial license fee).

In addition, an annual license fee in the same amount shall be paid from the conclusion of the contract.

§ 6 Liability

The author has created the licensed items to the best of his knowledge and belief. For defective deliveries for which the Licensor is responsible, a replacement shall be provided free of charge. If no replacement is delivered, the licensee has the right to reduce the license fee or to terminate the contract.

Any further liability, in particular for damage that has not occurred to the subject of the license itself, is excluded. This shall not apply if the damage is based on an intentional or grossly negligent breach of contract by the Licensor.

In the event of culpable breach of material contractual obligations, the Licensor shall also be liable for slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract.

Further claims are excluded.

The Licensee shall be solely responsible for the technical implementation as well as the economic usability of the subject matter of the License.

§ 7 Termination

The contract is concluded for an indefinite period and may be terminated by the parties at the end of the year with 6 months' notice.

In addition, the Licensee shall have a special right of termination in the following cases:

- Increase of the annual license fee
- withdrawal without replacement of an existing part within the VDMA 24186 series (§ 2c).
- This special right of termination must be exercised within 4 weeks of
- receipt of the invoice for the annual license fee, or
- after receipt of the notification of the withdrawal of a part without replacement.

in writing.

The right to extraordinary termination without notice for good cause remains unaffected. The Licensee may terminate the Agreement without notice if the Licensor was not entitled to dispose of the right to the subject matter of the License. The Licensor shall have such right of termination in particular if:

- the Licensee fails to pay the due license fee despite a reminder,
- the Licensee makes changes to the content or design of the subject matter of the License in disregard of §3 Paragraph 2, or
- the Licensee culpably violates other essential contractual obligations towards the Licensor.