Terms of Use for the eCl@ss standard

Content

1. eCl@ss standard / eCl@ss e.V.

1.1. The eCl@ss standard is an international data standard for a uniform and consistent classification and description of material goods and services (hereinafter "products"). The eCl@ss standard consists of structural elements which are used for the classification (classification classes and keywords) and description of products (e.g. properties, units, values, blocks, aspects, etc.) and to each of which a globally unique identifier IRDI (International Registration Data Identifier) has been assigned according to ISO 29002-5.

1.2. eCl@ss e. V. is a non-profit organization that is constantly developing the eCl@ss standard.

2. Sources of the eCl@ss standard

2.1. The eCl@ss standard may be obtained only through the following sources:

(1) the eCl@ss DownloadPortal (www.eclassdownload.com)
(2) companies* expressly authorized by eCl@ss e. V.
(3) the eCl@ss web service (as of 2020)
(4) indirectly via the products of a user's business partner that have been described with the eCl@ss standard, insofar as the eCl@ss standard was used by the business partner.

* All authorized companies (IT-ServiceProvider) are listed on the eCl@ss e. V. homepage (www.eclass.eu).

2.2. A procurement of the eCl@ss standard pursuant to 2.1 (1) and 2.1 (3) requires that the user has duly registered or logged on to the eCl@ss DownloadPortal or the eCl@ss web service and that the information provided by the user is complete and true.

2.3. Obtaining the eCl@ass standard from a source not identified under 2.1 constitutes an unauthorized purchase that does not entitle a user to its use (in whole or in part). The eCl@ss e.V. reserves the right to take legal action against any unauthorized reference and against any unauthorized use.

3. **License and Licensing fees**

3.1. A license to use the full version of the eCl@ss standard or a license to use parts of the eCl@ss standard is acquired with a proper procurement carried out in accordance with 2.1 lit. (1)-(3). Procurement via 2.1 (4) does not constitute the acquisition of an eCl@ss license.

3.2. License fees are incurred for the procurement of the eCl@ss standard in accordance with 2.1 lit. (1)-(3). License fees are due at the point of purchase.

4. **Licensed and license-free usage**

4.1. Licensed use*
Licensed use applies in the following cases:
- the description of products with the eCl@ss standard, or
- the enrichment of product data with eCl@ss content, or
- commissioning a third company to describe products using eCl@ss content, or
- commissioning the enrichment of product data with eCl@ss content.

* "Licensed use" means in the following "subject to license use"

4.2. License-free usage*
A license-free usage applies in the following cases:

* "license-free usage" means in the following "royalty free usage"

4.2.1. the mere receipt of work results (e.g., product data) that were created with the use of the eCl@ss standard and which are part of a product data exchange carried out in the course of regular business;

4.2.2. the unaltered storage of such work results (e.g., as a product data file in BMEcat format, in other XML formats, as a Word, Excel, PDF or other file) on a computer system, in a mailbox or in a database at the company of the recipient of such work results;

4.2.3. the unaltered printout of such work results (e.g., as a PDF product sheet)

5. Scope of usage rights

5.1. The <u>Licensee's</u> rights of use include the following:

    5.1.1.   A Licensee that obtains and purchases the eCl@ss standard either as a full version or in parts through one of the three authorized sources in accordance with 2.1 lit (1)-(3) acquires the simple, spatially and temporally unlimited right to download the eCl@ss standard in the paid-for data range to the licensee's own computers and systems; the Licensee has the right to save it and use it) for their own purposes in the classification and description of products, materials, systems and services (hereinafter "rights of use").

    5.1.2.   The Licensee may use the eCl@ss standard for the purpose of describing and/or structuring his own product data and product descriptions e.g. use in data or catalogue exchange formats and transfer these to a third party in the form of product data sheets, catalogues (electronic or hard copy), etc. as part of his business operations and in compliance with the information and notification obligations, subsequent to paragraph 6.

    5.1.3.   The Licensee may convert or integrate the eCl@ss standard into his software applications for the purpose of describing and/or structuring his own product data and product descriptions and transfer these to a third party as part of his business operations and in compliance with the information and notification obligations, subsequent to paragraph 6.

    5.1.4.   The Licensee may use the eCl@ss standard on his own (also publicly accessible) websites in connection with navigation functions such as product search for the classification of suppliers, navigating through product classes, etc. All eCl@ss structural elements may be displayed in doing so, in compliance with the information and notification obligations subsequent to paragraph 6.

    5.1.5.   The Licensee may isolate eCl@ss structural elements, information and parts thereof from product data files e.g. by selecting them according to row or column and save this eCl@ss information in a proprietary file or database or process it in a structured manner.

5.2. Should a recipient (<u>non-Licensee</u>) obtain the standard in accordance with the requirements stipulated under 2.1(4), use is restricted to the following:

    5.2.1.   By obtaining the eCl@ss standard from the authorized source pursuant to 2.1 (4) (via a business partner's products that are described with the eCl@ss standard), the non-Licensee acquires the authority to store the eCl@ss standard on his own computers or systems only to the extent of the data obtained free of charge.

5.2.2. The non-Licensee may use this free-of-charge data volume for his own business processes (e.g., by converting or integrating the data into his internal software applications) without a license and without incurring fees and may pass it on to third parties insofar as this falls within the scope of his business operations and is in compliance with the information and reporting obligations pursuant to Section 6 below.

5.2.3. If, however, the non-Licensee extends the scope of data obtained beyond that stipulated as free-of-charge in accordance with 2.1 (4) to include additional eCl@ss standard content, a license is then required and the additional contents of the eCl@ss standard are to be obtained and licensed by the non-Licensee in accordance with 2.1 lit. (1) - (3).

6. Information and Notification Obligations

6.1. Licensee information and notification obligations

6.1.1. With the use of the name "eCl@ss" the underlying version number of the eCl@ss standard (e.g. "eCl@ss 11.0") must also be specified.

6.1.2. The reproduction, distribution or public communication and the dissemination of work results that have emerged using the eCl@ss standard (e.g., product data sheets or software applications - referred to as "work results") to third parties, in particular their retransmission by uploading them to computer systems of third parties or providing them on-call is permitted only under the following additional conditions:

6.1.2.1. The Licensee must inform the recipient of the products described with the eCl@ss standard in a suitable and clearly visible form about the license obligation of the eCl@ss standard (e.g., through contractual references, in the General Terms and Conditions or in offers by the Licensee or by placing the reference in the respective catalogue etc.).

6.1.2.2. If products described with the eCl@ss standard are software applications that the Licensee supplies to a third party for payment or for free, they must contain at an appropriate place the clearly marked reference that the software application includes the eCl@ss standard or builds upon it, and that any isolated use of the eCl@ss structure - beyond the intended use of the software application itself - requires a license. The references mentioned also have to be included by the Licensee in the Terms of Use of the software application.

6.1.3. At all times and upon first request, the Licensee has to provide evidence of the aforementioned reference and information requirements of the eCl@ss e. V..

6.1.4. eCl@ss e. V. is entitled in individual cases to require from the Licensee an appropriately deviating placement of the information and/or references.

6.1.5. In the event that the Licensee violates one or more of the above conditions or does not fulfill them, the user rights granted to the eCl@ss standard become void. Other rights and claims of eCl@ss e. V. remain unaffected.

6.2. Non-Licensee information and notification obligations (in the case of procurement in accordance with 2.1 (4))

6.2.1. With the use of the name "eCl@ss," the underlying version number of the eCl@ss standard (e.g." eCl@ss 11.0") must also be specified.

6.2.2. The reproduction, distribution or public communication and the dissemination of work results that have emerged using the eCl@ss standard (e.g., product data sheets or software applications - referred to as "work results") to third parties, in particular their retransmission by uploading them to computer systems of third parties or providing them on-call is permitted only under the following additional condition:

The non-Licensee must inform the recipient of the work results (e.g., product data sheets, catalogues) in a suitable and clearly visible form about the license obligation of the eCl@ss standard (e.g., through contractual references, in the General Terms and Conditions or in offers by the Licensee or by placing the reference in the respective catalogue etc.).

6.2.3. At all times and upon first request, the non-Licensee has to provide evidence of the aforementioned reference and information requirements of the eCl@ss e. V..

6.2.4. eCl@ss e. V. is entitled in individual cases to require from the non-Licensee an appropriately deviating placement of the information and/or references.

6.2.5. If the non-Licensee violates one or more of the above conditions or does not fulfill them, the eCl@ss standard user rights granted become void. Other rights and claims of eCl@ss e. V. remain unaffected.

7.   Language Versions

7.1.   eCl@ss e. V. is offering the eCl@ss standard in different language versions.

7.2.   In so far as a language version is not or not fully made available by eCl@ss e. V., the Licensee may translate or have translated the missing language-bound parts of the eCl@ss standard procured by him in this language(s) ("own language versions of the Licensee") in accordance with the following conditions:

    7.2.1.   The Licensee will commit himself to make available the proprietary language versions created by him or on his behalf to eCl@ss e. V. (info@eclass.de) and grants eCl@ss e. V. the non-exclusive, in time and space unlimited, as well as further transferable right to use this translation in the distribution of the eCl@ss standard. eCl@ss e. V. is not obligated to review these proprietary language versions of the Licensee.

    7.2.2.   The use of the eCl@ss standard in the own language versions of the Licensee is at the risk of the Licensee.

    7.2.3.   In communication with third parties, the Licensee's use of proprietary language versions must be accompanied by a reference to "according to eCl@ss." The use of the term "eCl@ss" in isolation is not allowed for these languages.

7.3.   In as far as the use of the eCl@ss standard should prove to contain translation errors or ambiguities in terminology, Licensees and eCl@ss e. V. will inform each other of such issues as part of an ongoing improvement process.

8.   Guarantee

8.1.   eCl@ss guarantees the general suitability of the eCl@ss standard for the classification and description of material goods and services according to the provided eCl@ss structure. In addition, neither certain features, nor specific possibilities for application or use of the eCl@ss standard or eCl@ss classification structure are guaranteed or assured. The use of the eCl@ss standard, including the related eCl@ss-file(s) is solely at the risk of the user (Licensee or non-Licensee).

8.2.   eCl@ss e. V. guarantees that the authorized sources (section 2.1. lit. (1) and (3)) of the files provided for procurement and the eCl@ss standard files made available (by download/web service) are free of viruses.

8.3.   eCl@ss e. V. does not accept any liability for the accuracy or completeness of the data or any terminological lack of clarity or translation errors.

8.4.   The Licensee shall report any defects within a period of four weeks of noticing the defect, otherwise any warranty claims for these defects become void.

9.   Liability / Damages / Exemption

9.1.   Claims against the eCl@ss e. V. for damages and reimbursement of expenses (hereinafter: "claims for damages"), irrespective of the legal reason, including infringement of obligations under the debt-agreement or in tort, shall be excluded.

This does not apply to claims under the Product Liability Act, in the cases of intent or gross negligence, injury of life, body or health, and to breach of fundamental contract obligations. The claim for damages for breach of fundamental contractual obligations is limited to the typical, foreseeable damage if there is no willful misconduct or gross negligence or based on liability for injury to life, limb or health.

9.2.   As far as the licensee is entitled to claims for damages, these are subject to a one-year period as of the date of procurement (via download or obtainment through the webservice) of the eCl@ss standard. This does not apply to claims for damages under the Product Liability Act.

9.3.   The Licensee of the eCl@ss standard shall indemnify eCl@ss e. V. against all claims and rights of third parties, including reasonable legal fees incurred in connection with user-specific data inputs of the Licensee and/or the unauthorized reproduction, distribution, public performance or communication of eCl@ss file(s) by the Licensee that were brought against eCl@ss e. V. The same applies to claims and rights of third parties in connection with changes made by the Licensee to the eCl@ss structure and / or classification.

9.4.   The Licensee of the eCl@ss standard shall also indemnify eCl@ss e. V. against all claims and rights of third parties, including reasonable legal fees, which were made in connection with the use of proprietary language versions of the user brought against eCl@ss e. V..

**10.	Protection of the Rights of eCl@ss e. V.**

10.1.	The word and figure logo "eCl@ss" is trademarked. It may neither be changed nor removed in the electronic format of the eCl@ss standard, nor in print.

10.2.	With regard to the eCl@ss standard, the eCl@ss classification system and / or parts thereof, the user is not entitled to register or have registered in his own name or the name of a third party any national or international industrial property rights (e.g., patents, utility or design patents, trademarks, intellectual property rights, copyrights, etc.).

**11.	Final Provisions**

11.1.	Suggestions for supplementation or amendment of the eCl@ss standard may be submitted through the ContentDevelopmentPlatform (www.eclass-cdp.com). eCl@ss e. V. will decide on their implementation.

11.2.	Should one or more provisions of these Terms of Use become in whole or in part invalid or lose their effectiveness later on, the validity of the Terms of Use will not affect the remainder.

11.3.	German law applies exclusively, under exclusion of the UN Sales Convention (CISG). The court of jurisdiction is in Cologne, Germany.