

Terms of use for online access to the
Infotherm database

between

the Chemistry Information Centre, represented by managing director Prof. Dr. René Deplanque, Franklinstraße 11, D-10587 Berlin, registered at the Charlottenburg district court in Berlin under HRB 19047 of the trade register, part B

- named "FIZ" here -

and you as a user.

- named "user" here -

§ 1 Subject matter of the contract

- (1) This contract concerns use of the FIZ "Infotherm" database (essentially serving as a reference on experimentally determined thermophysical properties of pure substances and mixtures)

- named "database" here -

and acquisition of rights to use the database's contents.

- (2) The database contains specialized data, especially from the areas of chemistry and technology, e.g. melting and boiling temperatures. Though these data were compiled meticulously at the FIZ, the centre cannot guarantee the precision, completeness or validity of the information.

- named "database contents" here -

- (3) The database is meant exclusively for use in research, development, training and education, not for use in security-critical applications such as plant engineering and energy supply (especially planning, construction, operation and maintenance of nuclear facilities of all types), hazardous production processes, the defence industry or aerospace engineering (especially online

monitoring of aircraft).

- (4) This contract governs an exchange of services without establishing any legal corporate relationship between the FIZ and the user.

§ 2 User's obligations

- (1) The user is obliged to pay the agreed fees.
- (2) Furthermore, the user recognizes the copyright qualification of the database and its contents. Copyright laws apply even if the creativity level stipulated by §§ 2 to 4, 69a Sec. 3 of these laws is not achieved. The same applies to the performance protection rights of the database manufacturer (FIZ) as per § 87 b of the copyright laws if the related conditions are not fulfilled.
- (3) The user assures correctness of all personal data declared by said user (name, address etc.) at the time of registration for particular database services; furthermore, the user immediately notifies FIZ of any change to these data, withholds the passwords assigned to said user from third parties, and immediately notifies FIZ on any suspicion of misuse in order to have the login parameters cancelled.

§ 3 Services by FIZ

- (1) FIZ grants the user a simple, non-exclusive, chronologically and spatially unlimited, irrevocable, non-transferable right to use the purchased database contents.

- named "usage right" here -

- (2) The usage right entitles the user to regular, standard use of the database contents for said user's own (personal or business-related) research, development, training and education purposes.

§ 4 Download

- (1) The user may download the database contents by means of remote requests via communication networks for personal use to said user's own computer or the host computer of a third party (provider) commissioned by the user, save the information to the user's hard disk or an external data medium, and print out as well as copy the information as required.
- (2) The user may not relay the database contents through upload to third-party computers.

§ 5 Prohibition of transfer and renting

The user is prohibited from transfer or renting, i.e. temporary provision with fees, lending, i.e. temporary provision without fees, or leasing. Furthermore, the user is not authorized to publicize or sub-license query results - even partly or temporarily - regardless of the employed methods and instruments.

§ 6 Guarantee

- (1) FIZ guarantees that the downloadable database contents are either free of third-party rights, or that such rights have been granted to the required extent by the third parties.
- (2) Prior to downloading, the user may check whether the database contents are suitable for said user's intentions. For this purpose, FIZ provides the user with free data samples.
- (3) The following applies to contents provided free-of-charge:

FIZ does not guarantee correctness, completeness, validity or full availability of the database or its contents, nor their usability for particular purposes.

FIZ reserves the right to bar login parameters which have remained inactive for one year without providing notification in advance.

- (4) The following applies to contents provided for a fee:

Complaints about faults or deficiencies must be submitted by the user in accordance with the usage terms of the selected payment system provider, either to this provider or FIZ immediately on discovery of the faults or deficiencies.

The guarantee does not cover damage and/or malfunctions caused by culpable breaches of this contract's terms by the user.

§ 7 Liability

- (1) FIZ assumes unlimited liability for damage involving harm to human life, physical well-being or health, as well as damage governed by the product liability law. Similarly, FIZ assumes liability for issued guarantees and cases involving gross negligence or intent.
- (2) FIZ and its assistants do not assume any liability for slight negligence which has not caused breach of an essential (cardinal) contractual commitment or harm to human life or physical well-being, nor given rise to cases involving delay, impossibility or guarantee. However, FIZ does assume liability for slight negligence if the resultant damage is covered by liability insurance in favour of FIZ.

Essential contractual commitments here are all those necessary for orderly fulfillment of the contract and whose observance the user can rely on.

- (3) In the case of slight negligence which has caused breach of an essential (cardinal) contractual commitment or given rise to a case involving delay or impossibility, the liability of FIZ and its assistants for damage not involving any harm to human life or physical well-being is limited as follows:
 - FIZ assumes no liability for indirect or consequential damage.
 - The liability of FIZ is limited to compensation of foreseeable and typical damage.

- Liability for data losses is limited to standard restoration expenditure such as that incurred during regular, precautionary backups of the data in question.
- (4) The limited liability agreed in Sec. 3 also applies in the event of initial inability on the part of FIZ.
- (5) The user is aware of their obligation, in particular, to ensure regular backups of said user's data as part of damage minimization measures, and to enforce all necessary additional backup measures if a database error is suspected. The user also ensures confidentiality of their password.

§ 8 Industrial property rights

- (1) The database and its specialized information are copyright protected for FIZ; every usage not expressly authorized by this contract requires explicit, written approval by the rightful owner.
- (2) The label "INFOTHERM" is protected as a word mark for FIZ across the European Union.

§ 9 Protection and safeguarding of rights

If, as a consequence of the database query results obtained from FIZ, a third party raises claims against the user on the basis of patents, copyrights or other industrial property rights, FIZ at their own expense represents the user in all lawsuits filed against said user and exempts them from the related third-party claims. However, this applies only if the user immediately notifies FIZ about the claims made in writing by the third parties and details of any legal measures taken in this context, empowers FIZ to make all further decisions regarding use of the query results stipulated by the third parties, legal defence and settlements, and the user's entitlements vis-à-vis FIZ have not yet expired due to defective title or other reasons at the time of notification.

§ 10 Import and export

The user is personally responsible for adherence to relevant import and export regulations.

§ 11 Applicable law

These terms of use are subject exclusively to German law (with the exception of the Introductory Act to the German Civil Code and the exclusion of the UN Convention on the International Sale of Goods).

§ 12 Legal venue

The headquarters of FIZ are agreed as legal venue for all conflicts arising due to, or with regard to this contract, insofar as the user is a merchant, public legal entity or public separate estate; however, the FIZ is also entitled to sue at the user's headquarters. This does not influence any exclusive legal venue.