

Agreement on the Online Use of Databases via FIZ Karlsruhe, STN Service Center Europe



1. Offer

Fachinformationszentrum Karlsruhe, Gesellschaft für wissenschaftlich-technische Information mbH, Hermann v. Helmholtz Platz 1, D-76344 Eggenstein-Leopoldshafen, Germany (FIZ KARLSRUHE) is the European Service Center of STN International (The Scientific and Technical Information Network). It offers to the Customer

- a) online access to the databases of various database producers implemented at the STN Service Centers, and
b) online ordering of services offered by third parties (e.g. online ordering of full-text documents).

The databases are protected by copyright. Your right of online use of the databases is subject to the terms and conditions of the Database Producers Special Conditions applicable to each particular database. The Database Producers Special Conditions are online accessible upon selection of the database. **You are obliged to access the Database Producers Special Conditions at the first access to a database of a particular database producer and to abide by these Conditions at any instance of usage of a database.** Online ordering of third-party services is subject to the Service Suppliers Special Conditions. These Conditions are online accessible.

The services offered by FIZ KARLSRUHE are available at prices subject to change and depending on the various databases used. Prices are accessible online for every particular database. You are recommended to read the current prices for online database use prior to performing searches, as these are the basis for billing. Invoicing is done by FIZ KARLSRUHE.

You will find information on how to access the Database Producers Special Conditions as well as the Service Suppliers Conditions in the „Short STN Messenger Summary Chart“, under description of the HELP command. You will receive this information brochure and the then-current price list together with your password; or you may request it from FIZ Karlsruhe before signing the Agreement.

The services offered by FIZ KARLSRUHE are subject to the Terms and Conditions page 2, governing online access to databases via FIZ KARLSRUHE.

2. Order

Full STN Service (incl. STN Easy)

STN Easy only

Your Order No.

2.1. Address of customer of database access

Name and First Name of Customer			
Name of Institution (e.g. company, university, or public authority)		Department, Section or Institute	
Country Code and Post Code	Location	Number and Street / P.O. Box	
Country	Telephone	Telefax	E-mail

2.2. Billing address, if different from 2.1.

Name and First Name			
Name of Institution (e.g. company, university, or public authority)		Department, Section or Institute	
Country Code and Post Code	Location	Number and Street / P.O. Box	
Country	Telephone	Telefax	E-mail

2.3. Currency of billing:

EURO

USD

BP

2.4. VAT Reg. No.:

2.5. Customer Order

- (a) You request
(aa) according to the offer under 1 (a) above and subject to the **Terms and Conditions of FIZ KARLSRUHE**, permission to access the databases made available by the Service Center of FIZ KARLSRUHE; bb) in accordance with the offer under 1 (b) above, services of third parties subject to their applicable Supplier Conditions.
(b) Unless you place the order on your own account, you hereby represent and warrant that you are duly authorized to act on behalf of the above-mentioned organization.
(c) You on your own account and/or on behalf of your organization agree to personal data being processed for the purpose and subject to the conditions set forth under item 2 of the **Terms and Conditions of FIZ KARLSRUHE**.

Name and First Name of applicant	
Name of Organisation applying for the database access	
Date, Location	Legally binding, authorized signature and official stamp of organization

Terms and Conditions

of Fachinformationszentrum Karlsruhe, Gesellschaft für wissenschaftlich-technische Information mbH, (FIZ Karlsruhe), governing online access to databases via FIZ Karlsruhe, STN Europe

1. Services of FIZ KARLSRUHE, database producers' terms and conditions of database use

- a) FIZ KARLSRUHE is the European Service Center of STN International. FIZ KARLSRUHE in its own name and for its own account offers online access to the databases implemented at the STN Service Centers.
- b) ¹Online use of the databases is subject to the Terms and Conditions set by the various database producers and applicable to their particular databases (these database producers special conditions are online accessible upon selection of database). ²The Terms and Conditions apply in particular to copyrights and industrial property rights of the database producers in connection with their databases, and to the scope of authorized use of the databases. ³With receipt of Customer's order by FIZ KARLSRUHE, a Customer Agreement is concluded between the two parties, and FIZ KARLSRUHE issues to Customer login identifier(s) and password(s) to enable Customer to use the databases subject to the Customer Agreement. ⁴The Database Producers Special Conditions applicable to the database accessed by Customer form a part of the Customer Agreement. ⁵Customer shall be responsible to ensure strict compliance with the Database Producers Special Conditions. ⁶In the event of non-compliance of Customer, or failure to ensure compliance within his/her scope of responsibility, FIZ KARLSRUHE shall be entitled to cancel Customer's loginid(s) and password(s); furthermore, Customer shall be liable for any damage resulting from such non-compliance. Sentences 1 and 5 and last part of sentence 6 shall be applicable also to online orders by Customer for services supplied by third parties.
- c) Scope and contents of databases accessible under the customer agreement may be subject to change without notice, but Customer shall not be entitled to file any claims based on such changes with FIZ KARLSRUHE and/or the database producer.
- d) The STN International system, including files, interface and operating software, may be used solely to support the Customer's online-search according to the special database producer's Terms and Conditions. Customer may not create commercial software designed to access or enhance the STN system, such as gateway interfaces or data management software.

2. Online Access, Confidentiality of Customer Data

FIZ KARLSRUHE shall issue to Customer login identifier(s) and password(s) to enable Customer to access the databases selected. Confidentiality of Customer password(s) is Customer's responsibility and risk in his area. FIZ KARLSRUHE may disclose if appropriate for the purposes of this contract login identifier(s) and account number of Customer, and information on scope of database use to the other STN Service Centers or to computing centers of third parties whose databases are accessed by Customer. In addition, Customer's name and address, account number and information indicating use may be passed on exclusively for customer support purposes to those STN database producers whose databases have been accessed by Customer. Furthermore, but likewise only for customer support purposes, the STN database producers may disclose this information to those bodies (institutions or individuals, etc.) which contribute information to the databases Customer has used.

3. Invoicing and Payment

- a) Invoices shall be made out in accordance with then-current prices which are online accessible. Price changes are announced online and shall be invoiced at next access to the database following online announcement of price changes.
- b) FIZ KARLSRUHE invoices the Customer on a monthly basis for all services rendered as well as any line costs (reverse charging). Invoicing shall be done in the currency specified by Customer on his/her order form, or in EURO if no currency is indicated.
- c) Invoices are payable without discount within thirty (30) days of receipt of invoice. If payment is delayed by Customer, interests for delay can be charged amounting to 6 % of invoiced amount(s). FIZ KARLSRUHE may cancel password(s) for online access if amounts due are not fully paid within sixty (60) days of receipt of invoice.

4. Confidentiality of Customer's Searches

FIZ KARLSRUHE shall use its best efforts to keep confidential the contents of Customer's online searches. However, FIZ KARLSRUHE may disclose details to other STN Service Centers or to STN database producers if it is necessary to do so in order to fulfill its contractual obligations under the customer agreement.

5. Data Transmission

Data transmission and data link between FIZ KARLSRUHE and the Customer via a network are exclusively Customer's responsibility.

6. Warranty and Liability

- a) In the event of system-based failures impairing database use, Customer shall be credited for such invoiced but impaired database use. There shall be no other compensation.
- b) FIZ KARLSRUHE does not make any warranties as to the contents, topicality and accuracy of the information retrieved by Customer from the databases, nor with respect to its fitness for a particular purpose, unless there is evidence that FIZ KARLSRUHE wilfully or by gross negligence committed a breach of warranty in operations for implementation or updating of a database. FIZ KARLSRUHE shall not be made liable by Customer for damage unless evidence is given that the damage results from intent or gross negligence on the part of FIZ KARLSRUHE, its legal representatives or persons employed in the performance of its obligations. In the event of a breach of essential obligations of this contract, FIZ KARLSRUHE can be made liable for damage caused by slight degree of negligence as far as the damage is a typical and foreseeable consequence of the breach of contract. FIZ KARLSRUHE does not assume any other liability exceeding the scope given above. Liability of FIZ KARLSRUHE subject to the Product Liability Act shall remain unaffected.
- c) Apart from this, the Database Producers Special Conditions shall apply which, according to section 1b) above, form a part of the customer agreement concluded by placing the order, and have to be read by Customer upon first online access to those databases. FIZ KARLSRUHE under this contract assigns to Customer any claims that might be filed with the database producer(s) pursuant to the database producers Special Conditions. Sentence 1, first part, correspondingly shall apply to online ordering of services supplied by third parties.

7. Duration and Termination of Agreement

- a) The customer agreement becomes effective for an unlimited term upon acceptance of Customer's order by FIZ KARLSRUHE.
- b) The agreement can be terminated by either party upon written notice to the other party thirty (30) days prior to the end of a month. In other respects, the agreement can be terminated by FIZ KARLSRUHE without advance notice if Customer does not comply with the contractual obligations, in particular in case of non-compliance with the Database Producers Special Conditions. Customer's loginid(s) and password(s) shall be deactivated upon effectiveness of termination, or at an earlier date requested by Customer.
- c) After termination of the customer agreement - irrespective of the cause in law - Customer shall continue to abide by the Database Producers Special Conditions. Customer shall in particular refrain from accessing any of the database producers's databases.

8. Alteration of the Terms and Conditions

FIZ KARLSRUHE reserves the right to change these **Terms and Conditions**. Customer shall be informed about changes by written notice sent to the address given in Customer's order or the most recent billing address known by FIZ KARLSRUHE. Written notice shall be sent not later than thirty (30) days prior to the date of effectiveness of the changes. Continued use of services by Customer following effectiveness of changes shall be deemed acceptance of changes by Customer.

9. Entire Understanding

- a) The **Terms and Conditions of FIZ KARLSRUHE** as well as the applicable Database Producers Special Conditions are integral parts of the customer agreement. They shall supersede other terms and conditions of online database use agreed between Customer and FIZ KARLSRUHE, if any. The Terms and Conditions as well as the Database Producers Special Conditions shall cancel and supersede any other terms and conditions binding upon Customer, as far as there are differences in stipulations.
- b) Oral additional agreements between Customer and FIZ KARLSRUHE shall require for legal effectiveness confirmation in writing by FIZ KARLSRUHE.
- c) Place of performance is the registered office of FIZ KARLSRUHE. Karlsruhe is the place of jurisdiction for disputes arising from the agreement, if Customer is a merchant entered in the commercial register as merchant, a legal person under public law, or a federal special fund under public law.
- d) Any disputes arising from the customer agreement shall be governed by the law of the Federal Republic of Germany.

January 2002