

General license regulations for maps, map data and other databases (data) of GfK MACON GmbH N°

By breaking the seal of the packaging of this data carrier you declare that you agree to the following license terms – if applicable as authorized representative of the owner of the data carrier.

GfK MACON, as licensor of the databases (maps or other data) contained on this data carrier, only transfers non-exclusive licenses to the licensee, subject to the provisos of this license. If a third party is selling the data carrier it can only pass on licenses to the purchaser within the scope of this license. The license can not be extended through assurances by the seller. If the license terms do not meet the arrangements made at the time of the sale, the agreement has possibly not been correctly fulfilled by the seller. In this case you must deal with the seller due to this shortcoming, in accordance with the contractual and statutory provisions and if necessary withdraw from the agreement. Only GfK MACON itself is entitled to make deviating provisions for the license issued. This license shall also apply to maps and other data included in GfK MACON software products.

- § 1 For the specific scope of the license granted, the specifications on the order/confirmation of the license or on any other license certificate at GfK MACON´s shall apply. If a purpose of the data has been specified therein, utilisation shall only be permissible for this purpose. If a computer program has been specified therein with which the data is intended to be used, use shall only be permitted with this program. In this case, it shall not be permitted to read out raw data, which is not provided for by this program under its intended operation, and to bypass the protection against making direct copies of the vector graphics displayed.
- § 2 Unless specifically agreed or if the license is defined as a SINGLE-USER license, the license shall apply to one user, i.e. for the use of the data at the work place of one person. Work place is a computer (PC) or a terminal or an environment of a user (user account) restricted by the operating software on one computer. If several people can duly access the work place, a license shall be required for each user who works with the data. This shall equally apply if the users do not work simultaneously with the program, unless one user leaves permanently or is away for several days and is replaced by another user for this period or permanently. If the license is designated as a **multiple license** or a **multiple user license**, it shall be valid for the number of users specified.
- § 3 The licensee is exceptionally entitled within the framework of the license for one work place to make a **second installation** on a laptop or to work through **remote access** to the work place through a network if the second installation or the remote access is solely accessible by the user according to article 2.
- § 4 An express, written **ASP license** is required to enable use through LAN, WLAN or internet for third parties for their own purposes (ASP). This shall apply in particular to a publicly accessible installation on an internet server.
- § 5 If the product is designated as an **update** or **upgrade**, you may only use it in connection with an existing license. The update or upgrade license is only an extension of the existing license and only entitles utilization within its limits.
- § 6 The licensee is entitled to process the data within the scope of articles 2 and 3 under the following provisions in order to establish own documents using said data and additional own data, texts or other contents.

In direct correlation with the maps produced using the map data of the licensor, the remark: "**Map basis GfK MACON**" and in direct correlation with maps, diagrams etc produced using other data of the licensor, the remark: "**Data basis GfK MACON**" must be provided in these documents unless such a remark is already contained in the graphics produced.

It is prohibited to make any changes to the basic data outside the utilization to generate own documents, in particular to convert the licensed data into other formats and to remove copyright marks, names, trademarks or other symbols or typical company designs of GfK MACON.

§ 7 If the license purchased is designated as "**IN-HOUSE license**" or if nothing more specific has been determined, it applies for the use of own documents generated in line with article 6, that said own documents may only be duplicated for internal company purposes and only made accessible in-house. Any further distribution or making the documents generated publicly accessible, in particular passing them on to third parties, commercial marketing or publication in magazines, books or any other form and as one's own work, requires a special license.

The documents may only be duplicated or made accessible through an internal network beyond the work place in a way which does not enable the licensed basic data of the graphics or images generated, in particular of vector data, to be read out.

§ 8 The "**CONSULTANT license**" entitles the licensee beyond the provisions of article 7 to pass on documents, which the licensee has created on the basis of a specific order and to make said documents accessible to a maximum of seven clients. The boundaries of the license shall accordingly be exceeded if a specific document is passed on to more than a total of seven clients. The provisions of articles 6 and 7 must be observed.

The clients may be granted the right to duplicate or make the documents generated accessible for internal purposes, but not to process the documents, to distribute them further or make them publicly accessible.

§ 9 The "**PUBLISHING license**" entitles the licensee beyond the provisions of article 7 to publish own documents generated by it from the licensed data, i.e. to distribute said documents and make them publicly accessible. The provisions of articles 6 and 7 must be observed. In the framework of this license a third party may also be granted the right to publish documents generated by the licensee. The third party cannot however be granted the right to change the documents, with the exception of typical editorial interventions.

§ 10 If a third party offers the data, possibly together with its own software, it may only procure valid licenses to the data on the basis of a **SALES** or **OEM license** subject to a special license certificate or a written license agreement.

§ 11 A third party may only offer the software or data for interactive use after having obtained an **ASP license** subject to a special license certificate or a written license agreement.

§ 12 If a third party processes the software or data to form an independent product, effective licenses for this product may only be procured on the basis of a special written **PRODUCTION license** issued by GfK MACON.

§ 13 In the framework of the authorized utilization the customer is entitled to make the necessary copies.

This applies in particular to a back-up copy and standard back-ups of the system, where the data is processed, not however to the provision on several computers for alternating use.

In the event of the license being sold all remaining copies must be deleted. For integrated back-ups of the files installed (images) which cannot be directly executed, this only applies in the case of the executable system being restored. The back-up copies may only be made internally accessible in the necessary scope.

§ 14 GfK MACON may terminate the license due to important reasons. An important reason in particular is a serious violation of the restrictions of the licenses granted, an unauthorized distribution of copies of the software or making it publicly accessible or any other prohibited distribution. In this case all licenses granted shall expire.



§ 15 On the transfer of ownership for a data carrier, the license, unless granted following a special agreement for specific purposes or a specific project, shall be transferred to the purchaser without authorization from GfK MACON in the context of the territory, in which the exhaustion of the copyright law in accordance with art 69c fig. 3 of the German copyright act occurred, as part of the sale of the original data carrier. A special license shall be required for rental.

This translation is for information purposes only. The German text shall prevail in the event of any discrepancy between this version and the original.

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Format:

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