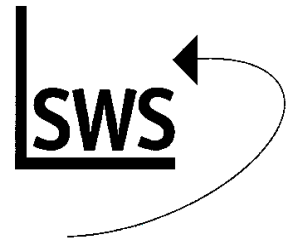


# Data-Distribution-Service for Food Service Industry



## Agreement for usage of DAD-Data

### I. Subject matter of this agreement

In the scope of the agreement for the usage of the DAD Data-Distribution-Service for Catering Equipment the libraries of various manufacturers and suppliers of catering equipment are distributed and made available for the client for the use in **WinDelta PMS**.

1. The data/libraries of the manufacturers and suppliers are gathered and prepared in a standardized format. For each article of the available pricelists and catalogues, having a unique and specific article code, 3D-/2D-graphics\*, technical specifications\*, offer texts and prices are inserted into the database. (\* As far as this is possible, reasonable and agreed with the manufacturer). Long texts for public tender offers are also put into the database, assumed the manufacturers provide them based on the HKI-Standard.
2. The data is updated continuously. The delivery of the data is done by online-download 'via FTP' by **WinDelta PMS**, or if needed by a DAD-DVD every quarter.
3. **SWS** collates and updates the data of the manufacturers, who have a DAD-cooperation with SWS and who provide the information concerning new products and product updates at least 8 weeks before the new update appointment.

### II. Financial

1. The annual fee for the **DAD** data-distribution-service is **€ 600,00 p.a.** (as export-price excluding VAT if legal; otherwise plus VAT) including the dataservice of the manufacturers and suppliers cooperating without any restrictions with the DAD. The fee is paid in advance for the upcoming period on our account at the Sparkasse Paderborn-Detmold: Account no. 1047034; bank no. 47650130; for international payments: **IBAN: DE77 47650130 0001047034; Swift/BIC-Code: WELADE3LXXX.**
2. Assumption for receiving DAD-data is the receiving of the costs for the DAD as advance payment. As long as the costs are not completely paid, SWS has the right to refuse the DAD-delivery and -use until the payment is completely fulfilled. After receiving the payment, any DVDs that have not been sent, will be delivered. The DAD-user has no claim for a cost reduction because of a temporarily interrupt in the data delivery because of delayed payment.
3. The annual fee for the DAD can be changed by SWS with an announcement period of 3 months. In case of a price increase the user has the exceptional right to notice the agreement within 4 weeks after having received the note with effect to the date of the price increase. Any payment for the time after the notice of the agreement will be repaid.

### III. Data-spreading

1. The databases are spread with consent of the listed DAD-cooperating manufacturers. In some cases a written consent of the manufacturer has to be requested by the client to get the data of the manufacturer.
2. The data may be given by the user to third parties only within the scope of planning projects or with written consent by SWS. Other forms of data spreading, particularly commercial- and mass-spreading of the data, are not permitted.

#### IV. Guarantee and responsibility of SWS SoftWare-Systeme GmbH

1. For the duration of this agreement **SWS** guarantees that the DAD-databases are developed, updated and spread to the user in appropriate time.
2. **SWS** carries out the database development and database update in best practise. SWS has the right to determine the degree of details of symbols, 3D-objects and texts by herself.
3. **SWS** provides the DAD data care in the scope of this agreements of cooperation. She sends the developed libraries for control to the manufacturers. For any errors or damages, particularly against third parties, which are related to the use of the DAD-databases, SWS does not take any responsibility.
4. In other times, SWS shall only accept liability for damages caused by gross negligence or intent. In case of gross negligence, SWS ´s responsibility shall be limited to the annual fee at that time. SWS SoftWare-Systeme GmbH cannot be held responsible for indirect damages or damages caused by third parties.

#### V. Duration of the agreement

1. The agreement shall begin by having one or better two copies of this agreement signed and sent back to SWS by the client, and by sending back one copy countersigned by **SWS** back to the client.
2. The cooperation shall not be limited in time. The minimum duration shall be 12 months, being prolonged automatically every time by further 12 months at the end of the last 12-months-period, if no notice of termination of the agreement is given in written form at least 6 months in advance of the end of the current 12-months-period.

#### VI. Miscellaneous

1. In case that individual regulations should be or become inoperative, the other regulations and agreements of this contract shall not be affected. The parties are obliged to substitute inoperative regulation(s) by such ones that come as close to the initial economic intention of the parties as possible. The same will happen if an agreement-gap is found.
2. Further rights and duties of this agreement may not be transferred without written consent of SWS. There are no oral amendments. Changes and amendments shall be made in written form only. The agreement shall be signed under the German law. Court jurisdiction and place of fulfillment - as far as allowed - shall be Paderborn, Germany.

\_\_\_\_\_, the \_\_\_\_\_

\_\_\_\_\_  
Legal responsible, client

Paderborn/Germany, the \_\_\_\_\_

\_\_\_\_\_  
Legal responsible, **SWS** SoftWare-Systeme GmbH

Company stamp

Company stamp