

*The German-language agreement is the authentic version – the English translation
is provided for information only.*

Agreement

The following agreement on the
supply of data via an interface with DPMAregister (DPMAconnect)

is made between the
Federal Republic of Germany

acting through the
Federal Minister of Justice and Consumer Protection,

the latter acting through the
President of the German Patent and Trade Mark Office,
80297 München, Germany,

hereinafter **the DPMA**

and the company _____

acting through

_____ ,

hereinafter **the Recipient:**

Section 1

Subject matter of the agreement

The DPMA allows the Recipient to receive IP data via an interface connection with DPMAregister (DPMAconnect) under this agreement.

Section 2

Provision; scope

1. The Recipient will gain access to DPMAregister via an interface (XML query) to download the following national official data:

(Please tick; you may tick several boxes.)

- ☐ patents and utility models
- ☐ trade marks
- ☐ designs

Connection with the interface will be established according to the technical specification.

The download of data shall be password-protected. After conclusion of this agreement, the DPMA shall provide the required password to the Recipient. The Recipient shall have the obligation to keep the password secret and to prevent any unauthorised third-party use of the data access. If the Recipient gains information about a password abuse, they shall inform the DPMA without delay. In this case, the DPMA shall be entitled to suspend the access to the data without delay.

2. The DPMA shall not be under the obligation to provide uninterrupted access to the interface and permanent availability of data.
3. Connection with the interface will be established over a standard internet connection. The DPMA reserves the right to limit the data transfer volume caused by data downloads for

each connected Recipient on an individual basis if there is good reason and if the limitation is reasonable for the user considering the DPMA's interests. A good reason is particularly present if the Recipient's download volume affects the interface's operability and security so much that it hinders its use by other recipients. The transfer volume shall not be higher than 250 Kbps from 7:00 to 18:00 CET/CEST on average, with the average being calculated in ten-minute periods.

4. The DPMA shall provide the Recipient with the required technical infrastructure to access DPMAregister at the DPMA in addition to the interface. The Recipient alone shall be responsible for the technical, organisational, financial and other measures required for the connection with the Recipient's interface as well as the costs and effort related with these measures between the interface and the Recipient. The DPMA is responsible for any costs and effort incurred by the DPMA.
5. Only national data may be downloaded via the interface. It is not permitted to download data of other offices (for example, data of the Office for Harmonization in the Internal Market, of the World Intellectual Property Organization or of the European Patent Office).
6. It is only permitted to conduct searches as provided for in the search fields of the Expert search mode of DPMAregister via the interface.
7. The supply of new data to be published by the DPMA shall be made no earlier than the first day of publication of the respective data.

The mentioned dates of provision shall not be binding. The Recipient cannot derive any rights from non-observance of these dates.

8. The DPMA reserves the right to change the interface specification as well as the data formats and data contents. A relevant notice shall be issued, at the latest, four weeks before the change comes into effect. The DPMA does not assume any responsibility for the completeness, accuracy and correctness of the data provided or supplied. In view of the vast amount of data, errors and omissions cannot be ruled out completely, particularly in the backfile.

Section 3

Purpose limitation of data provision; rights of use

1. The data on IP rights referred to under Sections 1 and 2 shall be provided by the DPMA exclusively for the following purpose (please tick):

- ☐ a) for establishing/developing/enlarging the Recipient's own data collections on IP rights (for example, by way of databases) which the Recipient uses internally for identifying, managing and checking IP rights
- ☐ b) for establishing/developing/enlarging the Recipient's own data collections on IP rights (for example, by way of databases) which the Recipient makes available to authorised third parties (for consideration, where applicable) to enable them to identify, manage and check IP rights
- ☐ c) for developing and marketing information products and services on IP rights (other than those mentioned under items a and b) Please specify the contents of the information products and services. Indicate the circle of recipients/target groups.

Please provide as accurate information as possible.

- ☐ d) scientific activity

Please provide information about the objective of the scientific work. In case of contract research, please indicate the contract awarder. Please provide as accurate information as possible.

☐ e) other purpose:

Please provide as accurate information as possible.

2. By concluding this agreement, the Recipient obtains a simple, non-exclusive right to use the data for the purpose mentioned under item 1, which right shall not be transferable to third parties.

Any processing or use of data for any other purpose shall not be allowed. In particular, it shall not be permitted

- to pass on data or data sets provided by the DPMA in full or in part to third parties. Any passing-on within the scope of a utilisation according to the purpose under item 1(b) to (d) shall be exempted from this prohibition.
 - to use or read out the supplied data or data sets for a commercial exploitation of addresses.
 - to use the data or data sets in connection with an activity that gives or may give the impression that the Recipient is entitled or qualified to validly register, renew or otherwise manage IP rights.
 - to use the data for the purpose of rating of natural persons. Likewise, the Recipient may not enable third parties to process or use the data in such an inadmissible manner.
3. In the event that the data file supplied by the DPMA contains data not included in the scope of provision under Section 2 of this agreement, the Recipient may not process or use those data.

Section 4

Charges and mode of payment

Activation and use of the XML interface for the provision and supply of data shall be free of charge.

Section 5

Secrecy and security

1. In the event that the data file supplied by the DPMA contains data not or not yet released for publication in the interest of applicants of IP rights or IP right holders, the Recipient, to the extent that they are aware of this, may not publish or otherwise pass on these data at all, or at any rate not before the date on which the publication is admissible pursuant to the legal provisions.

The Recipient shall undertake to take all required measures within their sphere to ensure that these data are kept secret. In addition, the Recipient undertakes to inform in detail their staff and, where applicable, third parties commissioned to process or use data about the secrecy requirement under the first and second sentences and about the legal provisions relating to data protection, who shall also be required to give an undertaking to maintain confidentiality (Section 5 of the Federal Data Protection Act – *Bundesdatenschutzgesetz*).

2. If the DPMA communicates corrections to the data provided to the Recipient, for example, the deletion of individual data sets or parts of data sets, or supplements, the Recipient shall correct the affected data files or products produced from these data files without delay. The Recipient shall hold the DPMA harmless of any third-party claims that may arise from a correction, according to the first sentence, that was not carried out or not carried out in time.
3. The Recipient shall be obliged to take all measures to ensure data security according to the recognised state of the art while using the interface. The recommendations of the Federal Office for Information Security shall be implemented.

Section 6

Liability

1. The DPMA only assumes liability for damages caused intentionally or by gross negligence by the DPMA or its staff and vicarious agents. This shall not apply to damages arising from injury to life, body or health and to damages resulting from the violation of obligations whose fulfilment is indispensable for the proper fulfilment of the agreement and on whose

observance the contractual partner may regularly rely (fundamental contractual obligations). In the event of slightly negligent violation of fundamental contractual obligations, liability shall be limited to compensation for the foreseeable damage typical for this type of agreement.

2. The Recipient shall assume unlimited liability to affected third parties for damages to the extent that the Recipient processes or uses the data communicated by the DPMA for other than the intended purposes or enables third parties to carry out such activities.

Section 7

Duration of the agreement; termination

1. The agreement shall take effect upon signing and shall be concluded for an undetermined period of time.
2. The parties can terminate the agreement by the end of any month, with a one-month notice, without giving reasons.
3. The right to extraordinarily terminate the agreement for good cause without notice remains unaffected. In particular, any breach of the obligations under Sections 2, 3 and 5 of the agreement by the Recipient shall constitute a good cause.
4. The DPMA shall be entitled to terminate the agreement extraordinarily without notice if, due to legal provisions on data protection, it is no longer in a position to supply the data to be provided under Section 2 in compliance with the conditions set out in this agreement.
5. In the event of an extraordinary termination without notice, the DPMA shall be entitled to block access to the data with immediate effect. The Recipient shall be obliged to delete all previously communicated data and any copies made of these data which are in their possession. The Recipient shall no longer be entitled to use or process the data.
6. The restrictions of the right of use under Sections 2 and 3 and the obligations of the Recipient under Section 5 shall remain in effect even after termination of the agreement. If

the Recipient violates their obligations resulting from these clauses, the DPMA shall be entitled to require the Recipient to delete all previously communicated data and any copies made of these data which are in their possession, even after termination of the agreement. In this case, the Recipient shall no longer be entitled to use or process the data.

Section 8

Disclosure of the name of the Recipient

For the purpose of complying with its obligation set forth in Section 16(3) of the Federal Data Protection Act, the DPMA shall be entitled to disclose the name of the Recipient to persons affected by the data provision (including but not limited to applicants of IP right, IP right owners, inventors and representatives). This can be done, in particular, by making a list of all Recipients available for general inspection on the DPMA website.

Section 9

Miscellaneous

1. The Recipient shall be obliged to inform the DPMA without delay about any changes occurring during the term of the agreement and relating to
 - the persons authorised to enter into binding commitments vis-à-vis the DPMA,
 - the legal form of the enterprise,
 - the name of the enterprise,
 - the seat of the enterprise.
2. The agreement, its amendments and supplements – including the revocation of the requirement of the written form – require the written form. Amendments and supplements must expressly be identified as such.
3. The DPMA shall be entitled at any time to transfer the rights and obligations accruing from this agreement to third parties. The Recipient shall be informed about any such transfer in writing.

4. If the Recipient is a business, a legal entity under public law or a special fund under public law, or if the Recipient does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be Munich.
5. The agreement shall be governed by the law of the Federal Republic of Germany.

§ 10

Severability clause

In the event that a provision of this agreement is found to be invalid or unenforceable, this shall not affect the validity of the other provisions of the agreement. Invalid provisions shall be replaced by provisions which come closest to the intended purpose of the agreement.

Munich,

,

For the

For the Recipient

Federal Republic of Germany

The President of the
German Patent and Trade Mark Office
By order

Signature

Signature

Annex 1 of the Standard Agreement on DPMAconnect

Personal Details:

Title

Last Name

First Name

Company

Street/Number

Postal Code

Town

Country

Phone

Fax

Email Address

Your Login Details for the DPMA Server:

User Name (10 digits at most):

Password (10 digits at most):