

# Licence Agreement

Version: 01.01.2019



## Important:

This Licence Agreement ("Agreement") is a legal agreement between YOU and AVM GmbH, Alt-Moabit 95, 10559 Berlin (Germany). YOU agree to be bound by the terms of this Agreement by downloading, copying, installing or otherwise using the AVM Elements or AVM Trademarks. If YOU do not agree, do not download, copy, install or otherwise use the AVM Elements or AVM Trademarks.

## Preamble

- AVM is a communications specialist and one of the leading manufacturers of combined hardware and software solutions for high-speed broadband connectivity and smart home networking based on technologies such as DSL, cable, LTE (4G) and fibre optics respectively wireless LAN, DECT and powerline and related services ("Products").
- YOU are a commercial partner of AVM
- YOU intend to promote the distribution of AVM Products in combination with your products and/or services
- YOU intend to use certain elements of the AVM website such as AVM texts, diagrams, images, photographs, videos, flash graphics and other elements as far as provided by AVM ("Elements") and/or certain AVM trademarks provided by AVM ("Trademarks") exclusively in connection with the promotion of sale and distribution of AVM Products.

## 1. Licence Rights

- 1.1 With regard to Elements and AVM Trademarks, AVM is the owner or licensor of certain copyrights and other AVM intellectual property rights („IPRs“).
- 1.2 Under all AVM IPRs and during the term of this Agreement, AVM grants YOU the non-exclusive, royalty-free, non-assignable right to use certain Elements and Trademarks (in accordance with Section 24 German Trademark Act) exclusively in connection with the promotion of sale and distribution of Products.
- 1.3 The use of Elements and Trademarks pursuant to Section 1.2 is granted YOU for promotion purposes related to AVM Products together with YOUR products and/or services.
- 1.4 Any use of Elements and Trademarks shall be strictly in accordance with such standards and other directions as AVM may from time to time prescribe relative to the size, design, position, colour and other appearance of Elements and Trademarks. Those standards and other directions such as the AVM Corporate Identity Guidelines shall be made available on YOUR request and may be modified from time to time at AVM's discretion.
- 1.5 YOU shall not be entitled to modify or otherwise alter the Elements or Trademarks in whole or in part without prior written consent of AVM.
- 1.6 AVM reserves all IPRs except as expressly granted herein.

## 2. Limitations of Licence

YOU may not:

- 2.1 use Elements or Trademarks without connection with Products;
- 2.2 alter, modify or delete copyright notices or other references to indicate ownership, licence or other rights related to IPRs;
- 2.3 use Elements or Trademarks in a way that may cause confusion about whether YOUR products or services are Products or whether YOUR website is an (affiliate) AVM website;
- 2.4 do or say anything that implies that AVM is affiliated with, sponsors, endorses or approves of YOU or YOUR products other than as permitted by this Agreement;
- 2.5 do or say anything that may cause confusion about whether AVM owns the Elements or Trademarks;
- 2.6 register, adopt or use any name, Element, Trademark, domain name or other designation that includes or violates AVM's rights in the Elements or Trademarks;
- 2.7 use the Elements or Trademarks in a way that would damage AVM's reputation or goodwill in the Elements or the Trademarks;
- 2.8 alter, animate or distort the Elements or Trademarks or combine Elements or Trademarks with any other symbols, words, images, designs or other elements; or
- 2.9 use Elements or Trademarks after the termination of this Agreement.

## 3. Liability

- 3.1 In relation to any claims for damages between YOU and AVM, or the respective representatives, agents or employees resulting from a breach of duty or from any breach of duties in torts, the following provisions shall apply.
- 3.2 In cases of intent or in any other case where such liability is mandatory under the applicable law, AVM shall be liable in terms of the provisions of law.
- 3.3 Notwithstanding Section 3.2 above, the rules of section 523 ("Haftung für Rechtsmängel") and section 524 ("Haftung für Sachmängel") of the German Civil Code („Bürgerliches Gesetzbuch“) shall apply accordingly, provided that AVM shall only be liable in cases of intent and fraudulence.
- 3.4 In any other cases as set out in the Sections 3.2 and 3.3 above, AVM's liability shall be excluded.
- 3.5 In addition hereto, the statutory provisions concerning donations (sections 516 et seq. German Civil Code) shall apply accordingly.

## 4. Term and Termination

- 4.1 The term of this Agreement shall commence on the date accepted by YOU ("Effective Date") and shall continue until terminated by AVM in writing at any time, with or without cause.
- 4.2 Upon termination of this Agreement, YOU shall cease use of the Elements and/or Trademarks, and if so requested, promptly return to AVM, or certify destruction of, all full or partial copies of the Elements and Trademarks (if any).

## 5. Assignment and Third Parties

- 5.1 This Agreement, whether in whole or in part, may not be assigned by YOU without the prior written consent of AVM.
- 5.2 In case of a legally valid and binding transfer of rights and obligations, YOU undertake to impose all rights and obligations mentioned herein upon associated companies, any legal successors, assigns, licencees and/or third parties authorised by AVM.

## 6. General Provisions

- 6.1 The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.
- 6.2 This Agreement constitutes the entire agreement between YOU and AVM with respect to the subject matter contemplated herein, and supersedes all prior or contemporaneous communications, proposals, representations, understandings or agreements, either oral or written, between YOU and AVM with respect to such subject matter herein.
- 6.3 This Agreement shall be exclusively governed by German substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Sole venue for all disputes arising directly or indirectly out of this agreement shall be Berlin.
- 6.4 Should any provision of this Agreement be invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision which comes as near as possible to the economic interest of YOU and AVM at the Effective Date. The same shall apply in case of an omission in this Agreement.