

Agreement
Number: **2010-00X MS**

between

Verband der Automobilindustrie e.V.
Qualitäts Management Center
Behrenstrasse 35
10117 Berlin

hereinafter referred to as "VDA QMC "

and

Company ABCD
Example Street 123
UK-12345 Example

hereinafter referred to as the "licensee"

regarding permanent access to the internet portal of VDA QMC.

Preamble

VDA QMC (Qualitäts Management Center im Verband der Automobilindustrie – Quality Management - Center of the Automobile Industry Association) maintains an Internet web exchange and dissemination of quality-related publications. This includes the "Internet portal" in which the library of current VDA QMC publications has been designated.

1. Rights and responsibilities

1.1 This agreement shall regulate the conditions under which the licensee receives permanent access to the section "Internet portal" of the VDA QMC webshop.

1.2 The licensee shall enjoy the possibility of downloading all publications in German and, to the extent that they are available, in English. VDA QMC shall enjoy the sole copyright to all such documents. Furthermore, the licensee shall be permitted to install the downloaded files into the licensee's own corporate network (e.g. intranet). VDA QMC shall be obliged to maintain all current PDF-Files and to give notice of revisions by email.

1.3 The licensee shall not distribute the data files beyond the scope of his own internal network (e.g. intranet). The use of the data is only permitted to employees of the licensee.

1.4 The licensee shall be permitted to notify VDA QMC of the details (name and email address) of at most two contacts who will be entitled to have access rights to the VDA QMC internet portal. The licensee shall communicate alterations to these details, without being prompted, to VDA QMC .

2. Transfer of the agreement to a third party

2.1 The rights and obligations of this agreement can not be transferred.

3. Fees

3.1 Signing of this agreement shall oblige the licensee to pay an annual royalty. The royalty is related to the number of employees worldwide of the licensee and shall be agreed on at a rate of **EUR X,XXX.00 /calendar year before value added tax (VAT)**.

3.2 VDA QMC shall reserve the right, in independence from the scope of this agreement, to reduce or raise the royalty rate. In this instance, the price increase of the royalty shall not exceed 5% per year and shall be communicated to the licensee at least 70 days before the end of the year.

3.3 The relevant fee shall be payable at the beginning of the year. Where the year has already started, the payable amount of the fee shall be calculated in full months.

4. Length of agreement and termination

4.1 The agreement shall be valid initially until the end of the calendar year in which the agreement was signed. The agreement shall be extended automatically for 12 months unless written notice is given 60 days before the end of the year.

4.2 VDA QMC shall be entitled to give immediate written notice of the termination of the agreement, if the licensee fails to abide by, or fulfil, essential obligations of this agreement (particularly Section 1.3).

5. Joint dispute resolution and court of jurisdiction

5.1 Any disputes arising within the framework of this agreement should, in the first instance, be settled by the parties of this agreement by themselves.

Only when the parties have failed to reach agreement among themselves, shall conciliatory proceedings be started.

5.2 Disputes arising from this agreement should be settled by arbitrators under exclusion from the system of ordinary courts. It shall be agreed that the arbitrators shall be those who are permanently appointed by the Bar Association of Frankfurt-am-Main.

5.3 For all legal disputes arising from this agreement it shall be agreed that the court of jurisdiction shall be Frankfurt-am-Main. This agreement is governed exclusively by the laws of the Federal Republic of Germany - with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

6. Safeguarding clause

6.1 The nullity or inefficacy of a determination of this agreement shall not result in the nullity of the entire agreement. Furthermore, the parties of the agreement shall be obliged to replace such a determination with a legally permissible determination which maintains the economic objective of this agreement. The same shall apply in cases where the agreement is found to contain an omission, the removal of which is essential to the objective of the agreement.

6.2 Additions and revisions shall require agreement in writing; subsidiary agreements shall be invalid.

Licensee:

Name in capital letters

Signature and company stamp

Place, date

**Verband der Automobilindustrie e.V. (VDA)
Qualitäts Management Center (VDA QMC)**

p.p.

p.p.

Heinz-Günter Plegniere

Norbert Hass

Berlin, date