

# Terms of Use for the ECLASS Standard

Version 4.2 as of Nov. 30, 2020

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## 1. ECLASS Standard / ECLASS e.V.

1.1. ECLASS e.V. is a non-profit organization responsible for developing the ECLASS Standard.

1.2. The ECLASS Standard is an international data standard that allows for the uniform and consistent classification and description of material goods and services (hereinafter “products”).

The ECLASS Standard consists of structural elements that are used for the classification (i.e., classification classes and keywords) and description of products (e. g., properties, units, values, blocks, aspects) and to each of which a globally unique identifier IRDI (International Registration Data Identifier) has been assigned according to ISO 29002-5.

1.3. Development of the ECLASS Standard is ongoing.

1.3.1. Change requests to the ECLASS Standard can be submitted through the following media platforms:

- ContentDevelopmentPlatform ([www.eclass-cdp.com](http://www.eclass-cdp.com)).
- CR Importsheet
- Webservice (scheduled to be in service by the end of 2021)

ECLASS e.V. decides on the implementation of change requests during its annual release cycle.

1.3.2. Fast track change requests (scheduled to be in service by the end of 2021) can also be submitted via the three aforementioned media platforms.

Fast track change requests are processed in real time, and users are provided with a temporary fast track IRDI for immediate use.

## 2. Sources of supply for the ECLASS Standard / Webservice certificate

2.1. The ECLASS Standard may be obtained only through the following sources:

- (1) the ECLASS DownloadPortal ([www.eclassdownload.com](http://www.eclassdownload.com))
- (2) companies expressly authorized by ECLASS e.V.\*
- (3) the ECLASS Webservice (obtaining IRDIs)
- (4) indirectly via the products of a user's business partner that have been described with the ECLASS Standard, insofar as the business partner uses the ECLASS Standard ("indirect ECLASS obtainment").

\* All authorized companies (IT-ServiceProvider) are listed on the ECLASS e.V. homepage ([www.eclass.eu](http://www.eclass.eu)).

2.2. Obtainment of the ECLASS Standard pursuant to 2.1 (1) and 2.1 (2) requires the user to have duly registered through the ECLASS DownloadPortal and that the information provided by the user is complete and true.

2.3. The following actions can be carried out via the ECLASS Webservice:

- Obtainment of IRDIs used in the ECLASS Standard in accordance with 2.1 (3) (as of December 2020)
- Submission of regular change requests (scheduled for end of 2021)
- Submission of fast-track change requests (scheduled for end of 2021)

Each of the aforementioned actions require that the user be properly authenticated for the ECLASS Webservice and that the information provided by the user be complete and correct. A certificate is required for authentication; users apply for the certificate through the DownloadPortal and the certificate is issued by ECLASS headquarters. The non-payment of a Webservice invoice renders the Webservice certificate invalid.

2.3.1. Upon request, the user receives an individual, personal certificate for Webservice use.

This certificate entitles the user to access ECLASS Standard content in the Webservice through the interface in use and implemented by the user himself, and to submit change requests in this manner.

2.3.2. Bearing the function of a "master key," the personal certificate authorizes the user to access ECLASS Standard content and to submit change requests via the Webservice.

Any costs incurred are based on the current [price list](#).

2.3.3. The user is obliged to take reasonable measures in order to protect his user account/personal certificate and to prevent any misuse of the certificate. It is the responsibility of the user to ensure in particular adequate security for and control over all equipment, items, identification cards, passwords and any personal identification numbers or codes used to access the Webservice.

2.3.4. In the event that the user passes his personal certificate on to third parties (e.g., to internal or external technical service providers), the user remains fully responsible for the content accessed with the use of his personal certificate and may be liable to pay for such access (see [price list](#)). The user must ensure that his commissioned service provider uses the certificate exclusively as per instruction by the user (to retrieve content and/or submit change requests). The user also agrees to monitor and control such activity appropriately. The user will be held responsible for any misuse by the service provider or other third parties.

2.4. Obtainment of the ECLASS Standard from a source not identified under 2.1 constitutes unauthorized obtainment that does not entitle use of the standard (neither in whole nor in part). ECLASS e.V. reserves the right to take legal action against any unauthorized obtainment and unauthorized use.

### **3. License and licensing fees**

3.1. A license to use either the full version of the ECLASS Standard (as a full release version) or parts thereof (through the Webservice) is acquired with proper purchase and obtainment carried out in accordance with 2.1 (1) – (3). Licensing fees incurred for the obtainment of the ECLASS Standard are due and payable at the conclusion of the contract.

3.2. Licensing fees are based on the [price list](#).

3.3. **Indirect ECLASS-obtainment** in accordance with 2.1 (4) does not constitute acquisition of an ECLASS license.

#### 4. Rights of use / Use of the ECLASS Standard

##### 4.1. Use of the ECLASS Standard **without** having purchased an ECLASS license

###### 4.1.1. Use in standardization documents

It is permissible to use ECLASS in standardization documents (e.g. Automation ML, Asset Administration Shell, OPC UA companion specification) in which structural elements are displayed / used without the purchase of a license.

###### 4.1.2. Use with **indirect ECLASS** obtainment (section 2.1 (4))

If, as part of an exchange of product data in the course of regular business (“work results”), a company receives parts of the ECLASS Standard without having acquired a license (see 2.1 (4)), the company is authorized to use the received ECLASS data volume, obtained free of charge, in the following ways:

- (1) to store unaltered work results (e.g., as a product data file in BMEcat format, in other XML formats, as a Word, Excel, PDF or other file) on a computer system, in a mailbox or in a database at the company of the recipient of such work results;
- (2) to use the unaltered work results in the company's own business processes (e.g., converting or integrating them into its internal software applications) and, within the scope of its business operations and in compliance with the information and notification obligations as stipulated in section 6 (below), to transfer the unaltered work results to third parties;
- (3) to change assigned values for product instances (specific individual products that are in use)

###### 4.1.3. Prohibition of modification and appendage

The scope of data obtained may not be modified or changed beyond 4.1.2 (3) or appended by adding further ECLASS Standard content. In order to do so, additional ECLASS Standard content must be obtained and licensed through one of the sources specified under 2.1 (1) – (3).

- 4.2. Use of the ECLASS Standard by users with a purchased ECLASS license (“licensee”)
- 4.2.1. By purchasing and obtaining the ECLASS Standard (and having paid the amount due), either as a full version or in parts, through one of the three authorized sources in accordance with 2.1 (1) – (3), the licensee is granted the non-transferable, non-exklusive but spatially and temporally unlimited right and license
- (1) to describe products with the ECLASS Standard;
  - (2) to enrich product data with ECLASS content by adding further structural elements;  
and
  - (3) to use the ECLASS Standard as an internal classification structure.
- 4.2.2. The licensee's rights of use include the following:
- (1) downloading and storing the ECLASS Standard in the paid-for data range on the licensee's own computers or systems, and for their own purposes in classifying and describing products;
  - (2) using the ECLASS Standard for the purpose of describing and / or structuring the licensee’s own product data, for example, for use in data or catalogue exchange formats and for the transfer of these to a third party in the form of product data sheets, catalogues (electronic or hard copy), etc. insofar as this is conducted as part of the licensee’s business operations and is in compliance with the information and notification obligations as stipulated under section 6;
  - (3) converting or integrating the ECLASS Standard into the licensee’s software applications for the purpose of describing and / or structuring the licensee’s own product data and transferring these software applications to a third party insofar as this is conducted as part of the licensee’s business operations and is in compliance with the information and notification obligations as stipulated under section 6;
  - (4) using the ECLASS Standard on the licensee’s own (also publicly accessible) websites in connection with navigation functions such as product searches, supplier classification, navigating product classes, etc.. All ECLASS structural elements may be displayed as part of such navigation functions so long as this remains in compliance with the information and notification obligations stipulated under section 6.;

(5) isolating ECLASS structural elements, information and parts thereof in product data files by, for example, selecting columns or rows of data and saving or structuring and otherwise processing this ECLASS information in a propriety file or database.

4.3. Exception: Use in an Asset Administration Shell (AAS) I4.0

4.3.1. Filling an AAS with content from the ECLASS Standard exclusively for testing or research purposes is permissible without the purchase of a license. Free-of-charge use of the ECLASS Standard refers to the creation of an AAS (including sub-models) and all uses of the AAS for testing and research purposes. When done for testing and research purposes only, this entire procedure is free of charge.

4.3.2. The creation of a productive AAS for commercial use that contains ECLASS structural elements, as well as adding ECLASS structural elements to an AAS during the use of the productive AAS require acquiring a license in accordance with the provisions of section 3.1.

4.4. The ECLASS license granted to the licensee is non-transferable.

## 5. Information and notification obligations

- 5.1. When using the name “ECLASS,” the version number of the ECLASS Standard (e.g., “ECLASS 11.0”) must also be specified. When using Fast Track elements, “ECLASS FT” must also be specified.
- 5.2. Any duplication, distribution, communication to the public and any dissemination of work results that have emerged by using the ECLASS Standard (e.g., product data sheets or software applications) to third parties, in particular the retransmission of such work results by uploading them to third parties’ computer systems and any act of making available such work results on demand is permitted only under the following additional conditions:
  - 5.2.1. If the products described with the ECLASS Standard are software applications that the **licensee** supplies to a third party, such products must contain a clearly marked reference at an appropriate place that the software application includes the ECLASS Standard or builds upon it, and that any isolated use of the ECLASS structure – beyond the intended use of the software application itself – requires a separate license. The licensee must also include the present ECLASS e.V.’s Terms of Use in the licensee’s own Terms of Use for the software application.
  - 5.2.2. Every **user** must inform the recipient of products described with the ECLASS Standard, in a suitable and clearly visible manner, of licensing obligations and the present Terms of Use of ECLASS e.V. (e.g., through contractual references, in the General Terms and Conditions, or in offers by the user or by making reference to such in the product description).
  - 5.2.3. At all times and upon ECLASS e.V.’s first request, the **user** has to provide evidence of complying with the aforementioned reference and information requirements.
  - 5.2.4. ECLASS e.V. is entitled in individual cases to require from the **user** that the information and / or references be placed in an otherwise appropriate spot.
  - 5.2.5. In the event that the **user** violates one or more of the above conditions or does not fulfill them, the granted user rights with regard to the ECLASS Standard are void. Any other rights and claims of ECLASS e.V. remain unaffected.
- 5.3. The aforementioned information and notification obligations shall be regarded as fulfilled if the following wording is used by the user: **“This content contains ECLASS. The ECLASS Terms of Use apply ([www.eclass.eu](http://www.eclass.eu)).”**



## **6. Language versions**

- 6.1. ECLASS e.V. offers the ECLASS Standard in different language versions.
- 6.2. In so far as a specific language version is not or not fully made available by ECLASS e.V., the licensee may, in accordance with the following conditions, translate or have translated the missing language-bound parts of the ECLASS Standard obtained by him in this language(s) (“licensee’s proprietary language versions”):
  - 6.2.1. The licensee thereby commits to making available the proprietary language versions created by the licensee or on his behalf to ECLASS e.V. (info@eclass.de) and grants ECLASS e.V. the non-exclusive, in time and space unlimited and freely transferable right to use this translation in the distribution of the ECLASS Standard. ECLASS e.V. is not obligated to review the proprietary language versions of the licensee.
  - 6.2.2. The licensee bears the risks involved with his use of the ECLASS Standard in the proprietary language versions.
  - 6.2.3. When using proprietary language versions, the licensee, in communication with third parties, must specify that the version is “according to ECLASS.” The use of the term “ECLASS” alone is not allowed for these versions.
- 6.3. In as far as the use of the ECLASS Standard should prove to contain translation errors or ambiguities in terminology, licensees and the ECLASS e.V. will inform each other of such issues as part of an ongoing improvement process.

## **7. Guarantee**

- 7.1. ECLASS e.V. guarantees the general suitability of the ECLASS Standard for the classification and description of material goods and services according to the provided ECLASS structure. In addition, neither certain features, nor specific possibilities for application or use of the ECLASS Standard or ECLASS classification structure are guaranteed or assured. The use of the ECLASS Standard, including the related ECLASS file(s) obtained, is solely at the risk of the user (licensee or non-licensee).
- 7.2. ECLASS e.V. guarantees that the authorized sources (section 2.1. (1) and (3)) of the files provided for obtainment and the ECLASS Standard files made available (by download / Webservice) are free of viruses.
- 7.3. ECLASS e.V. does not accept any liability for the accuracy or completeness of the data or any terminological lack of clarity or translation errors.

- 7.4. The licensee bears the risk of loss, including downloaded digital content, due to any computer or hard disc failure or malfunction in the technical equipment operated by the licensee. It is recommended that the licensee make a backup copy.
- 7.5. The licensee is obliged to report any defects within a period of four weeks after taking note of the defect, any warranty claims for defects made after this period are void.

## **8. Liability / Damages / Exemption**

- 8.1. Any claims against ECLASS e.V. for damages and the reimbursement of expenses (hereinafter: “claims for damages”), irrespective of the legal basis, including claims based on infringement of obligations under the contract or in tort, shall be excluded.

This does not apply to claims under the German Product Liability Act (“Produkthaftungsgesetz”), in the cases of wrongful intent or gross negligence, injury of life, body or health, and to the breach of material contract obligations. Damage claims for the breach of material contractual obligations is limited to typical, predictable damage insofar as no wrongful intent or gross negligence exists and insofar as no liability for injury to life, limb or health has been assumed.

- 8.2. Insofar as the licensee is entitled to damage claims, these are subject to a one-year limitation period as of the date upon which the ECLASS Standard was purchased and acquired (via download or receipt through the Webservice). This does not apply to claims made for damages under the Product Liability Act.
- 8.3. The licensee of the ECLASS Standard indemnifies ECLASS e.V. against all claims and rights of third parties, including reasonable legal fees, incurred in connection with user-specific data inputs of the licensee and / or the unauthorized reproduction, distribution, public performance or communication of ECLASS file(s) by the licensee that are brought against ECLASS e.V. The same applies to claims and rights of third parties in connection with changes to the ECLASS structure and / or classification made by the licensee.
- 8.4. The licensee of the ECLASS Standard indemnifies ECLASS e.V. against all claims and rights of third parties, including reasonable legal fees, which are made in connection with the use of proprietary language versions of the user brought against ECLASS e.V..

## **9. Protection of the rights of ECLASS e.V.**

- 9.1. The word and logo for the “ECLASS” symbol is legally protected and trademarked. It may be neither changed nor removed from either the electronic ECLASS Standard format or from print formats.
- 9.2. With regard to the ECLASS Standard, the ECLASS classification system and / or parts thereof, the user is not entitled to register or have registered in his own name or the name of a third party any national or international industrial property rights (e.g., patents, utility models or designs, trademarks, intellectual property rights, copyrights, etc.).

## **10. Final provisions**

- 10.1. Should one or more provisions of these Terms of Use be or become invalid in whole or in part or unenforceable at a later date, the validity of the remaining Terms of Use remains unaffected.
- 10.2. German law applies exclusively, under exclusion of the UN Sales Convention (CISG). The court of jurisdiction is in Cologne, Germany.