

License grant to non-members of the OTDS association (OTDS e.V.)

1. The object of the OTDS e.V. is to create and specify an open travel data format on the basis of open and non-discriminatory, standardized technologies.
2. The OTDS data format accordingly to rules of the constitution of the OTDS e.V. will be freely accessible to everyone, in particular to businesses from the tourism sector.
3. To accomplish this, the OTDS e.V. offers everyone, and in particular businesses from the tourism sector that are not regular members of the OTDS e.V. association (**hereinafter „non-member“**) a use license for the copyright protected and approved OTDS data format on fair, relevant and non-discriminatory terms.
4. The rules and regulations of the [constitution of OTDS e.V.](#) for granting the use license for the approved OTDS data format to members of the association, particularly §16 of the constitution, are applied to granting the use license for the approved OTDS data format to non-members accordingly. The constitution can be viewed on the webpage www.otds.de.
5. In detail the license grant includes the following:
 - a) The OTDS e.V. grants the non-member a use license for the copyright protected and approved OTDS data format in the amended version (www.otds.de) as accepted by the non-member
 - b) The license implies an irrevocable use right including the right of further development, of further processing and of combination with other products.
 - c) The license in particular applies to the development, composition, production, sales, use or otherwise deployment of the OTDS data format for hard- and/or software products as well as for other applications and services.
 - d) This license does not include the essential patents of members of the OTDS e.V. Such essential patents shall include patents and patent applications worldwide that imply one or more patent claims which are necessary claims. Necessary claims are merely those claims of those essential patents which necessarily would be infringed by the implementation of the OTDS data format.
 - e) The non-member is entitled to grant his respective affiliated companies an unlimited (in time), worldwide, non-transferable and irrevocable use right including the right of further development, of further processing and of combination with other products.
 - f) The license is made available to the non-member free of charge.
 - g) Except in case of gross negligence or wilful misconduct the OTDS e.V. shall be liable neither for loss of use, of data, of profits, of revenues, of contracts, of business opportunities, nor for communication failures, costs, damages, losses or liabilities arising out of or related to any such interruption of business activity, nor for any special, incidental consequential damages, punitive or consequential damages not even if the possibility of costs, losses or damages could reasonably have been foreseen.