

Subscription Licence Agreement Online-Database “DETAIL Inspiration”

Contractual partner

Contract is concluded between:

DETAIL Architecture GmbH
Messerschmittstrasse 4, 80992 Munich, Germany

– hereafter called “DETAIL” –

and

Lithuanian Research Library Consortium
Sauletekio Ave. 14, 10223 Vilnius, Lithuania

– hereafter called “customer” –

Preamble:

The customer wishes to procure online access to the licensed materials of the online database DETAIL Inspiration for the Vilnius Academy of Arts (‘Authorised Institution’).

Special provisions for the online database "DETAIL Inspiration"

(1) DETAIL offers access to the online-database, "DETAIL Inspiration" ("database"), in return for a charge on the basis of a contract for the supply of digital content (hereinafter referred to as the "database contract"); this database enables access to articles and design drawings ("material").

(2) The database contract has a limited term of 12 months. The contract begins on 1 January 2026 and ends automatically on 31 December 2026.

(3) In accordance with the database contract and the provisions, the customer receives the simple, non-exclusive, non-transferable right, limited to the duration of the database contract, to use the material in accordance with these provisions for himself and the authorised users stipulated in the contract.

a. Use of the database is limited to the number of authorised users. Authorised users are authenticated, authorised current full and part time students, employees (including faculty, staff, affiliated researchers and independent contractors), and other individuals who have permission to use the public computers on an institutional subscriber's geographically constrained site(s) of the customer. Following IP ranges of the authorized institution have access to the database: 193.219.90.17, 193.219.90.21, 193.219.90.12, 193.219.90.29, 193.219.90.59, 193.219.90.39, 88.119.150.128, 81.7.89.26, 193.219.191.28/30, 88.119.186.177, 88.119.138.214, 195.14.180.130, 82.135.197.42, 193.219.187.161-190, 82.135.199.239

DETAIL is entitled to check that the provisions of use are being adhered to. Users with access privileges are allowed to use the material at PC desks on the customer's physical premises or by means of remote access via the customer's secure network - if the customer enables them to do so.

b. The right of use only entitles the user to conduct research with read only access, to download the material and save it once on the customer's PC or that of the authorised user as well as to print the document out once. Any further reproduction or other exploitation of documents or the material from the database is only permissible with the prior written approval of DETAIL. It is not permitted to pass the material to third parties, to reproduce it and/or to make it accessible to the public - in particular through other networks and/or the internet. It is also not permitted to use or exploit the material in part or in whole by selling it to third parties, hiring, leasing, and lending it or in any other form.

c. It is also not allowed to use the material in part or in whole to set up a systematic collection or in a local retrieval system and/or to save it on a permanent basis. Inclusion of the material in databases or database works is not permitted. As a general rule, material which is downloaded may only be stored for the duration of the subscription; thereafter it must be deleted. DETAIL waives its right of return. The permanent archiving of material is not permitted.

d. The customer and authorised users may not work on or process the material in part or in whole or change it in any other way.

e. DETAIL is entitled to take technical steps which will prevent use of the material beyond the scope permitted, in particular to install corresponding access barriers. The customer may not use any devices, products or other means which serve the purpose of circumventing or overcoming the technical measures put in place by DETAIL. In particular, he may not use any robots, web crawler or spider programmes, meta search engines or comparable technology which call up, search and/or index content from the online database on an automated basis. If the customer misuses his license, DETAIL is entitled to block or delete access to the database immediately. Further rights and claims of DETAIL, in particular the right to extraordinary termination on important grounds as well as claims for compensation are unaffected.

(4) DETAIL can block or delete the access if it has grounds for the suspicion that user data are being misused. DETAIL will inform the customer immediately that access has been blocked or deleted.

(5) The customer is responsible for maintaining the technical requirements for accessing the database, in particular with regard to the hardware and operating system software used connection to the internet and current browser software. The customer is obliged to make appropriate arrangements to secure his systems, in particular to use the browser's usual security settings and to apply up-to-date protective mechanisms for preventing malware.

(6) DETAIL will remedy defects in the database or elements called up within an appropriate space of time after receiving a comprehensible description of the fault from the customer in writing. If it is not possible to remedy the fault within an appropriate space of time, the customer may demand a proportionate reduction in the fee. If it can be shown that there are repeated cases of considerable defects, the customer may cancel the database contract. A claim for compensation due to defects is excluded if it is based on circumstances for which the customer is responsible, in particular if he does not fulfil his duties of cooperation pursuant to this contract.

(7) DETAIL will apply the care to be normally expected in selecting and maintaining the contents of the database. DETAIL is not liable for the accuracy and completeness of the contents if it has received the contents from third parties.

(8) The availability of the database may be temporarily restricted for technical reasons, e.g. due to necessary maintenance work. DETAIL or his service provider can disconnect the server from the network for maintenance work which he has announced at least four working days in advance. If the server fails for a considerable length of time during normal working hours, the customer's payment obligations reduce accordingly to the extent that such exist.

(9) The customer is obliged to draw the attention of authorised users to the above provisions and to ensure that they are observed.

(10) DETAIL charges the customer with an annual subscription license fee of 3,570.84 EUR (including 9% VAT, net price is 3,276 EUR). The payment is due upon receipt of invoice. The license fee is based on the number of FTE at the Department of Architecture. The current number of FTE is 185 (dated October 2025).

(11) DETAIL provides the customer with a usage statistic on at least a quarterly basis with following information:

- article show, article preview, article download, image show
- login, IP address, date/month/year/time

(12) Customer will publish DETAIL tender, the concluded Agreement and modifications to it, except for the information that the DETAIL indicated in the tender as confidential and personal information, in the Central Public Procurement Information System.

(13) No later than 10 December 2025 the DETAIL shall issue to the LMBA the first invoice in the amount indicated in Item 3, Annex 1 (THE TENDER) as payable for the year 2026. If the DETAIL fails to issue the invoice to LMBA at a fixed date, it shall be considered that the DETAIL has refused to provide the service and therefore it shall lose its right to receive the payment and the Agreement shall be considered as automatically terminated. In such case the DETAIL shall lose his right to the reimbursement of any losses.

(14) DETAIL shall issue an electronic invoice to the Customer. DETAIL may use any means of an electronic invoice if it is in line with the European standard on electronic invoicing as prescribed by the Commission implementing decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council. Electronic invoices, which are not compatible with the European standard on electronic invoicing should be issued via SABIS informational system (<https://sabis.nbfc.lt/>). Customer accepts the electronic invoices and processes them using the means of SABIS information system except if, in the event of mobilization, war or emergency, there are violations of the information system SABIS, which makes it impossible to communicate and exchange information between Customer and DETAIL using SABIS.

(15) The Tender for the Services of Subscription to the Online Research Database DETAIL INSPIRATION (Annex 1) is a part of this Agreement and, in case of any contradiction, shall prevail.

(16) Customer may terminate this Agreement and DETAIL shall reimburse to Customer a pro rata proportion of the then remaining paid Fee for the unexpired period of this Licence Agreement: if the License was awarded to DETAIL in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU (Treaty on the Functioning of the European Union); or if the License Agreement has been subject to a substantial modification; or if DETAIL should have been excluded during the procurement procedure; or if the international sanctions are applied to DETAIL according to the Law on International Sanctions of the Republic of Lithuania; or due to a material or persistent breach by DETAIL.

Munich, 02/12/2025

Vilnius, 12/2/2025

 DocuSigned by:

Managing Director
DETAIL Architecture GmbH

President
Lithuanian Research Library Consortium

(Annex 1)

Tender For Services of Subscription to the Online Research Database DETAIL INSPIRATION

To the Lithuanian Research Library Consortium

**TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE
RESEARCH DATABASE
DETAIL INSPIRATION**

26ST NOVEMBER 2025

(Date)
Munich
(Place)

The Supplier's name <i>If a group of Suppliers is submitting the Tender, the names of all members of the group must be listed</i>	DETAIL Architecture GmbH
The name, surname and position of the person responsible for the availability of the access	
Phone	+49-89-381620-811
E-mail	@detail.de

We would like to propose the following services:

No	Type of the service	Price in EUR, VAT exclusive	Price in EUR, VAT inclusive ¹
1	The services of subscription to the online research database <i>Detail Inspiration</i> for the Authorised Users of the LMBA Authorised Institution (Vilnius Academy of Arts) from 1 January 2026 till 31 December 2026	3,276.00	3,570.84
	TOTAL for 2026:	3,276.00	3,570.84

Total price of the Tender, VAT inclusive – 3,570.84 EUR.

This amount includes all costs and all taxes, as well as the VAT which is equal 294.84 EUR.

The VAT rate is 9 %.

The Supplier shall issue the Invoices for the below indicated amounts payable for the following terms:

Instalment 1 – from 1 January 2026 till 31 December 2026 – 3,570.84 EUR (VAT inclusive),

Marketing Manager

(Name, surname, position and signature of the Supplier or its authorised representative)

¹ The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. When the VAT rate is 0, the price excluding VAT shall correspond to the price including VAT.

TECHNICAL SPECIFICATION

SERVICES OF SUBSCRIPTION TO THE ONLINE DATABASE *DETAIL INSPIRATION*

I. Background Information

1. The Lithuanian Research Library Consortium (hereinafter referred to as the “LMBA” or the “Contracting Authority”) wishes to procure the online access to the Licensed Materials of the online database *DETAIL Inspiration* for the authorized sites of the LMBA authorized institution listed in Part III *Authorized Institutions* herein.
2. During the validity period of the License Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, online access and databases administration shall be Ms. _____, LMBA Manager of Databases:
E-mail: _____@lmba.lt;
Tel.: +370 615 87104
Address:
Lithuanian Research Library Consortium
Sauletekio Ave. 14,
LT-10223 Vilnius
Lithuania
3. A contact person of the Supplier on the issues related to the online access shall be indicated in the Supplier’s Tender. The information about the contact person appointed by the Supplier shall be copied into the License Agreement. Contact information of other persons responsible for technical solutions, statistical data and administration may be sent at the e-mail address indicated herein above.

II. Requirements for the scope of services

4. The authorized sites of the LMBA authorized institution shall have access to the following Licensed Materials of *DETAIL Inspiration*:
 - Not less than 4,000 *DETAIL* project documentations from more than 30 years of *DETAIL*.
 - By using professional search functions and filter options to find key terms such as building type, material, construction year or the topic of an issue, *DETAIL Inspiration* supports architects both in their quest for solutions and in their daily work.
 - With every new issue of *DETAIL*, the databank expands by the current projects in question.
5. The authorized sites of the LMBA authorized institution, set forth in Part III herein, shall have the online access to the Licensed Materials of *DETAIL Inspiration* from **1 January 2026 till 31 December 2026**, 24 hours per day, 7 days per week, including weekends and days-off, except short periods of technical maintenance and repairs service or other unexpected downtime about which, when they are known, the Publisher shall in advance inform the Authorized Users. If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the LMBA has notified the Supplier about the lost access), the Supplier shall pay the LMBA a fine equalling to 0.02 percent of the Fee for each delayed day starting with the sixth delayed day after the notification to

the Supplier. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by the LMBA or any Authorised Institution or Authorised User.

6. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this database *DETAIL Inspiration* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
7. The Supplier shall make available usage statistics on at least a quarterly basis with following information:
 - article show
 - article preview
 - article download
 - image show
 - login
 - IP ADDRESS
 - date/month/year/time

III. Authorized Institutions

8. The online access, including the remote access by the Authorized Users, to the Licensed Materials of *DETAIL Inspiration* shall be given to Authorized Users via the IP addresses of **1 (one)** Authorized Institution – member of the LMBA set forth in the below Table:

No	<i>SUBSCRIBER NAME</i>	<i>No. of users</i>	<i>Address</i>	<i>IP addresses</i>
1	Vilnius Academy of Arts	185 (Architecture department only)	Maironio g. 6, LT-01124 Vilnius, Lithuania	193.219.90.17 193.219.90.21 193.219.90.12 193.219.90.29 193.219.90.59 193.219.90.39 88.119.150.128 81.7.89.26 193.219.191.28/30 88.119.186.177 88.119.138.214 195.14.180.130 82.135.197.42 193.219.187.161-190 82.135.199.239

9. Any of the IP addresses indicated in Item 8 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorized Institutions shall be entered into the License Agreement.

To the Lithuanian Research Library Consortium

**TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE
RESEARCH DATABASE
DETAIL INSPIRATION**

26TH NOVEMBER 2025

(Date)
Munich
(Place)

The Supplier's name <i>If a group of Suppliers is submitting the Tender, the names of all members of the group must be listed</i>	DETAIL Architecture GmbH
The name, surname and position of the person responsible for the availability of the access	
Phone	+49-89-381620-811
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This amount includes all costs and all taxes, as well as the VAT which is equal 294.84 EUR.

The VAT rate is 9 %.

The Supplier shall issue the Invoices for the below indicated amounts payable for the following terms:

Instalment 1 – from 1 January 2026 till 31 December 2026 – 3,570.84 EUR (VAT inclusive),

_____, Marketing/Distribution
(Name, surname, position and signature of the Supplier or its authorised representative)

¹ The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. When the VAT rate is 0, the price excluding VAT shall correspond to the price including VAT.

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Address:
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Sauletekio Ave. 14,
LT-10223 Vilnius
Lithuania
3. A contact person of the Supplier on the issues related to the online access shall be indicated in the Supplier’s Tender. The information about the contact person appointed by the Supplier shall be copied into the License Agreement. Contact information of other persons responsible for technical solutions, statistical data and administration may be sent at the e-mail address indicated herein above.

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 - By using professional search functions and filter options to find key terms such as building type, material, construction year or the topic of an issue, *DETAIL Inspiration* supports architects both in their quest for solutions and in their daily work.
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